

# Notice and Agenda City Council

Tuesday, August 11, 2015

4:30 PM

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

Special Meeting: Study Session-4:30 PM | Study Session-5:30 PM | Regular Meeting-7 PM

#### 4:30 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

<u>15-0762</u> City Attorney Recruitment and Brochure

5 Adjourn Special Meeting

#### 5:30 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

<u>15-0443</u> Civic Center Space Design and Development of Site Planning

**Alternatives** 

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** <u>15-0659</u> Approve City Council Meeting Minutes of July 28, 2015

**Recommendation:** Approve the City Council Meeting Minutes of July 28, 2015 as submitted.

**1.B** <u>15-0680</u> 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 15-0641 Authorize the City Manager to Execute a Cost Reimbursement Agreement with Moffett Place LLC for the Construction of Additional Improvements for the Moffett Place Public Safety Facility and Authorize the City Manager to enter into an Agreement with Motorola to Furnish and Install a Monopole at Moffett Place Public Safety Facility (new Fire Station No. 5)

**Recommendation:** Authorize the City Manager to Execute a Cost Reimbursement Agreement with Moffett Place LLC for the Construction of Additional Improvements for the Moffett Place Public Safety Facility and Authorize the City Manager to Enter into An Agreement with Motorola to Furnish and Install a Monopole at Fire Station Number 5.

1.D 15-0723 Receive and File the City of Sunnyvale Investment Report -2nd Quarter 2015

Receive and file the City of Sunnyvale FY 2014/15 Period 13 investment report.

1.E 15-0677 Approve Acceptance of \$24,000 of California Public Library Broadband Grant Funds for Purchase of Computer Network Equipment Enabling a High-Speed Broadband Internet Connection at the Sunnyvale Public Library

**Recommendation:** Approve acceptance of \$24,000 of California Public Library Broadband Project Grant Funds for purchase of computer network equipment enabling a high-speed broadband internet connection at the Sunnyvale Public Library.

1.F 15-0742 Award of Bid No. PW15-18 for Duane Avenue Pavement Rehabilitation 2014 and Finding of CEQA Categorical Exemption

**Recommendation:** 1) Make a finding of CEQA categorical exemption pursuant to Class 1 Section 15301(c) for existing facilities including highways and streets, 2) Award a contract, in substantially the same format as Attachment 2 and in the amount of \$1,285,445 to Granite Construction Company, Inc. for the subject project and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 3) Approve a 10% construction contingency in the amount of \$128,545.

1.**G** 15-0732 Award of Contract for Design of the Orchard Heritage Park Project (F15-111)

Recommendation: 1) Award a contract, in substantially the same format as Attachment 1 to the report and in the amount of \$123,363, to Callander Associates Landscape Architecture, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) Approve a 10% design contingency in the amount of \$12,336.

#### **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.

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REQUEST FOR CONTINUATION to September 15, 2015 to 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)

Recommendation: Continue this item to September 15, 2015 to allow staff to further address provisions for child care centers in office and industrial areas.

3 15-0072 Appoint Applicants to Boards and Commissions

Recommendation: Staff makes no recommendation.

<u>15-0672</u>

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

**Recommendation:** Alternative 1: 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.

5 15-0600 Authorize the City Manager to Execute a Concession License Agreement between the City of Sunnyvale and Gold Rush Eatery for Certain Facilities at Sunken Gardens Golf Course

Recommendation: Alternative: 1. Authorize the City Manager to execute a concession license agreement for certain areas and facilities at Sunken Garden Golf Course with Gold Rush Eatery.

6 15-0747 Consider Actions Related to the Initiative Ordinance Petition to Require Voter Approval for Any Sale, Lease, Lease Extension, Lease Renewal, Land Swap, or Transfer of Property Owned, Leased, or Used by the City as a Public Park or Community Service Amenity ("Public Lands for Public Use Act" Initiative)

Recommendation: Alternatives 1, 2 and 3: 1) Accept the Certificate of Sufficiency issued by the County of Santa Clara Registrar of Voters regarding the Public Lands for Public Use Initiative; 2) Accept the report prepared under Section 9212 of the Elections Code, and 3) Do either one of the following: a) Adopt the proposed initiative ordinance as submitted, or b) Submit the initiative ordinance, without alteration, to the voters during the next general municipal election to be held on November 8, 2016, and direct staff to bring the necessary actions back at the appropriate time to order an election.

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

#### NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

#### INFORMATION ONLY REPORTS/ITEMS

<u>15-0678</u>	Tentative Council Meeting Agenda Calendar
<u>15-0658</u>	Information/Action Items
<u>15-0626</u>	Boards and Commissions Semi-Annual Attendance Report, January - June 2015 (Information Only)
<u>15-0774</u>	Appointed Members to the Sunnyvale El Camino Real Corridor Plan Advisory Committee (Information Only)
<u>15-0768</u>	Study Session Summary of July 28, 2015 - Board and Commission Interviews
<u>15-0679</u>	Board/Commission Meeting Minutes

#### **ADJOURNMENT**

#### NOTICE TO THE PUBLIC

The agenda reports to council (RTCs) may be viewed on the City's Web site at sunnyvale.ca.gov after 7 p.m. on Thursdays or at the Sunnyvale Public Library, 665 W. Olive Ave. as of Fridays prior to Tuesday City Council meetings. Any agenda related writings or documents distributed to members of the City of Sunnyvale City Council regarding any open session item on this agenda will be made available for public inspection in the Office of the City Clerk located at 603 All America Way, Sunnyvale, California during normal business hours and in the Council Chamber on the evening of the Council Meeting, pursuant to Government Code §54957.5. Please contact the Office of the City Clerk at (408) 730-7483 for specific questions regarding the agenda.

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

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

#### Planning a presentation for a City Council meeting?

To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" document available at Presentations.inSunnyvale.com.

#### Planning to provide materials to Council?

If you wish to provide the City Council with copies of your presentation materials, please provide 12 copies of the materials to the City Clerk (located to the left of the Council dais). The City Clerk will distribute your items to the Council.

### **Upcoming Meetings**

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

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

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



### Agenda Item

**15-0762** Agenda Date: 8/11/2015

City Attorney Recruitment and Brochure



### Agenda Item

**15-0443** Agenda Date: 8/11/2015

Civic Center Space Design and Development of Site Planning Alternatives



### Agenda Item

**15-0659** Agenda Date: 8/11/2015

### **SUBJECT**

Approve City Council Meeting Minutes of July 28, 2015

### **RECOMMENDATION**

Approve the City Council Meeting Minutes of July 28, 2015 as submitted.



# Meeting Minutes City Council

**Tuesday, July 28, 2015** 

5:00 PM

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

Special Meetings: Closed Session-5 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 and announced the meeting would be closed in honor of Suzi Blackman.

#### **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

#### **CLOSED SESSION REPORT**

Councilmember Martin-Milius reported the Council met in Closed Session pursuant to California Government Code Section 54957.6 Conference with Labor Negotiator; direction was given to negotiators.

#### **PUBLIC ANNOUNCEMENTS**

None.

#### **CONSENT CALENDAR**

Councilmember Meyering pulled Items 1.A through 1.D and Item 1.F.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to approve Consent Calendar Items 1.E and 1.G.

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** <u>15-0669</u> Approve City Council Meeting Minutes of July 14, 2015

Public Hearing opened at 10:26 p.m.

No speakers.

Public Hearing closed at 10:26 p.m.

Councilmember Whittum offered a correction to the draft minutes on page 11, third sentence from the top to read: "Councilmember Whittum expressed interest in understanding how the downtown plan parking structure would be modified based on the study that is being completed."

MOTION: Councilmember Whittum moved and Vice Mayor Martin-Milius seconded the motion to approve the City Council Meeting Minutes of July 14, 2015 as modified

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

Public Hearing opened at 10:27 p.m.

No speakers.

Public Hearing closed at 10:27 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** Approve a Special Agreement between the City of Sunnyvale and the Sunnyvale Garden Club for Outside Group Support

Public Hearing opened at 10:30 p.m.

No speakers.

Public Hearing closed at 10:30 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Hendricks seconded the motion to approve the Special Agreement between the Sunnyvale Garden Club and the City of Sunnyvale.

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.D** 15-0661

Approve Agreement with Abode Services for Administration of the City's Tenant Based Rental Assistance (TBRA) Program for Homeless and At-Risk Households

Public Hearing opened at 10:34 p.m.

No speakers.

Public Hearing closed at 10:34 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Hendricks

seconded the motion to approve the Agreement with Abode Services, in substantially the form provided in Attachment 1 to the report, for implementation of the TBRA program in Sunnyvale, and authorize the City Manager to execute the Agreement in final form as approved by the City Attorney.

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.E** <u>15-0663</u> Approve Agreement with Sunnyvale Community Services for

Homelessness Prevention and Rapid Re-Housing (HPRR)

Program Grant of \$250,000

Approve Agreement with Sunnyvale Community Services in substantially the form provided in Attachment 1 to the report, and authorize the City Manager to execute the Agreement in final form as approved by the City Attorney.

**1.F** Amend an Existing Contract for Asphaltic Materials and Pavement Reinforcement Fabric (F16-01)

Public Hearing opened at 10:36 p.m.

No speakers.

Public Hearing closed at 10:36 p.m.

MOTION: Councilmember Meyering moved and Vice Mayor Martin-Milius seconded the motion to amend an existing contract with Reed & Graham for the purchase of asphaltic materials by increasing the not to exceed value to \$316,260; and delegate authority to the City Manager to increase the three supplier contracts during the current term based on operational need and subject to budget appropriation control limits.

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.G** 15-0720

Adopt Ordinance No. 3057-15 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

Adopt Ordinance No. 3057-15.

#### **PUBLIC COMMENTS**

David Wessel, Democratic Club of Sunnyvale, renewed his request to place the issue of wage theft on the August 11 agenda and spoke in support of SB 588.

Brian Wheatley, teacher, spoke regarding wage theft and asked that the subject be added to the August 11 agenda.

Tomas Margain spoke regarding wage theft and requested the subject to be agendized.

Ruth Silver Taube, Wage Theft Coalition and adjunct professor at Santa Clara University, spoke regarding SB 588 and the importance of handling wage theft locally and recommended copying the language in the Santa Clara County code to suspend or revoke contracts for businesses that have had judgments.

Mike Serrone, Democratic Club of Sunnyvale, requested the City support SB 588 and that the subject of wage theft be placed on the August 11 agenda.

#### PUBLIC HEARINGS/GENERAL BUSINESS

**2** 15-0655

Approve a Process for the Butcher Property Annexation and Discuss Status of Development Applications, with No Action on a Proposed Project

Councilmember Meyering raised a point of order and stated any Councilmembers

who received campaign contributions from the developer should recuse themselves from hearing this item.

City Attorney Joan Borger stated campaign contributions are not a conflict of interest under State law.

Councilmembers Hendricks, Larsson and Davis disclosed they received campaign contributions from the developer of the project. Mayor Griffith disclosed he placed a lawn sign on a De Anza property.

Director of Community Development Hanson Hom provided the staff report. City Manager Deanna Santana and City Attorney Borger provided additional information.

Public Hearing opened at 8:07 p.m.

Don Haislet, neighbor to the property, stated the proposed project is similar to an R-2 development and asked Council to listen to the concerns of residents.

Mei-Ling Stefan spoke regarding the developer's agreement to delay the project and suggested waiting to see the findings of the Environmental Impact Report. Stefan urged Council to delay annexation.

Marissa Kacmarsky expressed concerns about the zoning and asked that as the annexation goes forward the concerns of the residents be considered.

Zachary Kaufman inquired as to whether an agreement could be made with the County that they could refer the decision back to the City.

John Ray spoke in support of the staff's recommendations, and when zoning is considered, asked Council to consider quality of life regarding traffic, schools, and public safety.

Nirav Mehta, owner of the building on the corner of Wolfe and Fremont, spoke regarding consideration of a dedicated turn lane from El Camino to Fremont, and urged continuing with annexation and to delay consideration of the zoning.

Holly Lofgren spoke regarding the delay in the annexation.

Mary Brunkhorst stated she would like to see the property rezoned appropriately before it is annexed.

Hinkmond Wong spoke in support of placing conditions on the annexation and requested that if no modifications are made to the plan, the property should be rezoned.

Public Hearing closed at 8:26 p.m.

MOTION: Councilmember Hendricks moved and Councilmember Davis seconded the motion to approve Alternatives 1 and 3: 1) Direct staff to continue the City initiated annexation process independent of and prior to action on the rezoning and development applications, and direct staff to schedule for Council action the resolution for annexation; and 3) Defer consideration of the two year changed circumstance finding until action on the rezoning and development applications.

Councilmember Meyering moved to table the motion until four weeks after the City Council of the City of Sunnyvale reviews the Environmental Impact Report.

Councilmember Whittum seconded the motion.

The motion to table failed by the following vote:

**Yes:** 2 - Councilmember Whittum Councilmember Meyering

No: 5 - Mayor Griffith
Vice Mayor Martin-Milius
Councilmember Davis
Councilmember Hendricks
Councilmember Larsson

Councilmember Meyering moved to table the motion until this document and the recommendation is run by the Sunnyvale Planning Commission.

Councilmember Whittum seconded the motion.

The motion to table failed by the following vote:

**Yes:** 2 - Councilmember Whittum Councilmember Meyering

No: 5 - Mayor Griffith
Vice Mayor Martin-Milius
Councilmember Davis
Councilmember Hendricks
Councilmember Larsson

The main 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** 15-0561

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)

Principal Planner Andrew Miner provided the staff report. Director of Community Development Hanson Hom provided additional information.

Public Hearing opened at 9:02 p.m.

No speakers.

Public Hearing closed at 9:02 p.m.

MOTION: Councilmember Hendricks moved and Vice Mayor Martin-Milius seconded the motion to approve Alternative 1 and 3: 1) Find that the project is exempt from CEQA pursuant to CEQA Guidelines 15060(c)(3) and 15378(b)(5), and 3) Approve the Toolkit for Mixed-use Developments with modifications to add something, in appropriate language, to talk about being able to soften, round or terrace corners of all buildings, in particular when near the street or intersections.

Yes: 6 - Mayor Griffith

Vice Mayor Martin-Milius Councilmember Whittum Councilmember Davis Councilmember Hendricks Councilmember Larsson

No: 1 - Councilmember Meyering

4 15-0565

Adopt a Resolution for Unpaid Administrative Fines to be Placed on the FY 2015/16 County of Santa Clara Property Tax Roll

Assistant Director of Finance Tim Kirby provided the staff report.

Councilmember Whittum stated he would abstain from voting as he knows someone on the list.

Public Hearing opened at 9:14 p.m.

No speakers.

Public Hearing closed at 9:14 p.m.

MOTION: Councilmember Larsson moved and Vice Mayor Martin-Milius seconded the motion to approve Alternative 1: Adopt a resolution for unpaid administrative fines to be placed on the FY 2015/16 County of Santa Clara Property Tax Roll.

The motion carried by the following vote:

Yes: 5 - Mayor Griffith

Vice Mayor Martin-Milius Councilmember Davis Councilmember Hendricks Councilmember Larsson

No: 1 - Councilmember Meyering

Abstain: 1 - Councilmember Whittum

Council recessed at 9:16 p.m.

Council reconvened at 9:28 p.m. with all Councilmembers present.

5 <u>15-0388</u> 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

Pursuant to Guidelines 15060(3) and 15378(b)(5) (Study

Issue CDD 15-01)

Planning Officer Trudi Ryan provided the staff report.

Public Hearing opened at 9:41 p.m.

No speakers.

Public Hearing closed at 9:41 p.m.

MOTION: Councilmember Larsson moved and Councilmember Hendricks seconded the motion to approve Alternatives 1 and 2: 1) Find that the project is exempt from CEQA pursuant to CEQA Guidelines 15060(c)(3) and 15378(b)(5); and 2) Approve the Parking Structure Design Guidelines with modifications recommended by the Planning Commission (Attachment 2 to the report) for structured parking projects in all zoning districts.

FRIENDLY AMENDMENT: Councilmember Whittum offered a friendly amendment

to give staff discretion to consider a slight wording adjustment on page 11 of the guidelines regarding the minimum 60 foot separation of parking structures from El Camino, based on discussion with Planning Officer Ryan, to state it should be 60 feet unless there are major design features that make it more appropriate to be closer.

Councilmember Larsson accepted the friendly amendment.

Yes: 7 - Mayor Griffith

Vice Mayor Martin-Milius Councilmember Whittum Councilmember Meyering Councilmember Davis Councilmember Hendricks Councilmember Larsson

**No**: 0

**6** 15-0708

Adopt a Resolution Amending and Restating the Policy for the Provision of Housing Assistance to Newly Appointed Charter Officers and Department Directors (the "Mortgage Assistance Program") and Rescinding Resolution Numbers 256-81, 226-88, 125-89, and 160-96

Director of Human Resources Teri Silva provided the staff report. Mayor Griffith provided additional information considered by the Mayor's Subcommittee.

Public Hearing opened at 9:46 p.m.

No speakers.

Public Hearing closed at 9:46 p.m.

MOTION: Councilmember Davis moved and Councilmember Whittum seconded the motion to approve Alternative 1: Adopt a Resolution Amending and Restating the Policy for the Provision of Housing Assistance to Newly Appointed Charter Officers and Department Directors (the "Mortgage Assistance Program") and Rescinding Resolution Numbers 256-81, 226-88, 125-89, and 160-96.

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

7 <u>15-0709</u> Consider Amending the Agreement for Services between the City of Sunnyvale and the City Manager

Director of Human Resources Teri Silva provided the staff report. Mayor Griffith provided additional information considered by the Mayor's Subcommittee.

Public Hearing opened at 9:58 p.m.

No speakers.

Public Hearing closed at 9:58 p.m.

MOTION: Councilmember Whittum moved and Councilmember Larsson seconded the motion to extend the eligibility period of the Executive Mortgage Assistance Program per subcommittee recommendation.

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

MOTION: Councilmember Larsson moved and Vice Mayor Martin-Milius seconded the motion to Authorize the Mayor to execute an Amendment to the Agreement for Services between the City of Sunnyvale and the City Manager to adjust the salary schedule effective the first full pay period in June 2015 to reflect a 2% salary increase and the additional 1% increase in the employee contribution to CalPERS.

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

8 <u>15-0710</u> Select a Recruitment Firm and Determine the Selection

### Process for the City Attorney Search

Director of Human Resources Teri Silva provided the staff report.

Public Hearing opened at 10:16 p.m.

No speakers.

Public Hearing closed at 10:16 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to select Bob Murray & Associates and approve the selection process for a new City Attorney.

SUBSTITUTE MOTION: Councilmember Whittum moved and Councilmember Meyering seconded the motion to interview recruitment firms prior to selection.

The substitute motion failed by the following vote:

Yes: 2 - Councilmember Whittum Councilmember Meyering

No: 5 - Mayor Griffith
Vice Mayor Martin-Milius
Councilmember Davis
Councilmember Hendricks
Councilmember Larsson

The main 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

## COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Vice Mayor Martin-Milius reported her attendance at a meeting of the Water Commission and meetings of the Stevens Creek Trail Committee.

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

-Council

Councilmember Whittum reported he met with two school crossing guards and learned their pay has not increased in over ten years and that they have concerns regarding vacancies and safety, and spoke in support of putting an item on a future agenda.

MOTION: Councilmember Whittum moved and Councilmember Meyering seconded the motion to support an item relating to wage theft on the August 11 agenda.

FRIENDLY AMENDMENT: Councilmember Davis offered a friendly amendment to schedule the item to a date not certain.

Councilmember Whittum accepted the friendly amendment.

The motion failed by the following vote:

Yes: 3 - Councilmember Whittum
Councilmember Meyering
Councilmember Davis

No: 4 - Mayor Griffith
Vice Mayor Martin-Milius
Councilmember Hendricks
Councilmember Larsson

#### -City Manager

None.

#### **INFORMATION ONLY REPORTS/ITEMS**

<u>15-0673</u>	Tentative Council Meeting Agenda Calendar
<u>15-0657</u>	Information/Action Items
<u>15-0722</u>	Board/Commission Resignation (Information Only)
<u>15-0724</u>	Study Session Summary of July 14, 2015 - Board and Commission Interviews
<u>15-0674</u>	Board/Commission Meeting Minutes

#### **ADJOURNMENT**

Mayor Griffith closed the meeting in honor of the memory of Cecilia "Suzi" Blackman.

Mayor Griffith adjourned the meeting at 10:47 p.m.



### Agenda Item

**15-0680** Agenda Date: 8/11/2015

#### 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.	<u>Date</u>	Total Disbursements
774	07/19/15 through 07/25/15	\$4,912,938.72
775	07/26/15 through 08/01/15	\$3,899,868.37

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

#### **ATTACHMENTS**

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

8/3/2015 Page 1 City of Sunnyvale **LIST # 774** 

## List of All Claims and Bills Approved for Payment For Payments Dated 7/19/2015 through 7/25/2015

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
100271148	7/22/15	A T & T	JUNE2015-LCS	Utilities - Telephone	96.79	0.00	96.79	\$96.79
100271149	7/22/15	ABLE SEPTIC TANK SERVICE	AFJ-15-063	Miscellaneous Services	3,248.00	0.00	3,248.00	\$3,248.00
100271150	7/22/15	ABTECH TECHNOLOGIES INC.	M506215-IN	Hardware Maintenance	32,103.00	0.00	32,103.00	\$41,873.00
			M506216-IN	Hardware Maintenance	9,770.00	0.00	9,770.00	
100271151	7/22/15	ACE FIRE EQUIPMENT & SERVICE CO INC	2652	Facilities Maint & Repair - Labor	160.78	0.00	160.78	\$880.82
			2655	Facilities Maint & Repair - Labor	720.04	0.00	720.04	
100271152	7/22/15	AEGIS ITS INC	13285-RE	Services Maintain Land Improv	15,800.00	0.00	15,800.00	\$16,904.99
			13351-RE	Services Maintain Land Improv	950.48	0.00	950.48	
			13352C-RE	Services Maintain Land Improv	1,104.99	0.00	1,104.99	
			13352REV-RE	Services Maintain Land Improv	-950.48	0.00	-950.48	
100271153	7/22/15	AMERICAN RED CROSS	10383657	Supplies, First Aid	648.00	0.00	648.00	\$648.00
100271154	7/22/15	AON RISK INSURANCE SERVICES WEST	8200000194073	Insurances - Fidelity	5,598.00	0.00	5,598.00	\$5,598.00
		INC						
100271155	7/22/15	BADGER METER INC	1050563	Inventory Purchase	2,330.56	0.00	2,330.56	\$2,330.56
100271156	7/22/15	BAKER & TAYLOR	4011290191	Library Acquisitions, Books	285.12	0.00	285.12	\$297.74
			4011290191	Library Materials Preprocessing	12.62	0.00	12.62	
100271157	7/22/15	BAY AREA BACKHOES INC	35341	Construction Services	2,805.00	0.00	2,805.00	\$2,805.00
100271158	7/22/15	CDM SMITH	80521474	Consultants	178,541.24	0.00	178,541.24	\$741,243.09
			80527272	Consultants	210,182.11	0.00	210,182.11	
			80527793	Consultants	352,519.74	0.00	352,519.74	
100271159	7/22/15	CALCON SYSTEMS INC	36047	Contracts/Service Agreements	1,171.00	0.00	1,171.00	\$1,171.00
100271160	7/22/15	CAROLLO ENGINEERS	0142245	Consultants	6,676.80	0.00	6,676.80	\$37,259.52
			0142304	Consultants	30,582.72	0.00	30,582.72	
100271161	7/22/15	CONTRACTOR COMPLIANCE &	5934	Consultants	2,000.00	0.00	2,000.00	\$2,000.00
100271162	7/22/15	MONITORING INC		I ( D I	500.72	5.24	575.20	Ø1 150 50
100271162	7/22/15	CORIX WATER PRODUCTS (US) INC	17513018644	Inventory Purchase	580.73	5.34	575.39	\$1,150.78
100271162	7/00/15	DEDD A CARDON CZAN	17513018876	Inventory Purchase	580.73	5.34	575.39	2000.00
100271163	7/22/15	DEBRA CHROMCZAK	29	Consultants	990.00	0.00	990.00	\$990.00
100271164	7/22/15	DELL MARKETING LP	XJPD1PJC9-RE	Audio Visual Products	-625.42	0.00	-625.42	\$4,798.14
			XJPW3TKF4-RE	Hardware Maintenance	5,423.56	0.00	5,423.56	

Payment	Payment							
<b>No.</b> 100271165	<b>Date</b> 7/22/15	Vendor Name DISCOUNT SCHOOL SUPPLY	Invoice No.	<b>Description</b> General Supplies	Invoice Amount 803.17	Discount Taken 0.00	Amount Paid 803.17	Payment Total \$803.17
100271167	7/22/15	EMPIRE SAFETY & SUPPLY	W22964800102	Inventory Purchase	720.47	0.00	720.47	\$1,558.81
1002/110/	//22/13	ENTINE SALETT & SOTTET	0073344-IN	Inventory Purchase	838.34	0.00	838.34	\$1,330.01
100271168	7/22/15	FITGUARD INC	0073365-IN	Professional Services	300.00	0.00	300.00	\$595.00
1002/1100	//22/13	THOUSE INC	0000099485	Professional Services	295.00	0.00	295.00	\$373.00
100271169	7/22/15	FRANCIS PALMER	0000101463	DED Services/Training - Books	17.40	0.00	17.40	\$17.40
1002/1109	7722713	TRINCIS PALIVILA	070615PURCHA SE	DED Services, Franking Books	17.40	0.00	17.40	ψ17.40
100271170	7/22/15	FREMONT UNION HIGH SCHOOL DISTRICT	15-588	Utilities - Electric	4,446.82	0.00	4,446.82	\$4,446.82
100271171	7/22/15	GOLDFARB LIPMAN ATTORNEYS	116365	Legal Services	0.50	0.00	0.50	\$3,013.33
			116415	Legal Services	3,043.26	30.43	3,012.83	
100271172	7/22/15	GOOSEBUSTERS	8	Services Maintain Land Improv	877.50	0.00	877.50	\$1,417.50
			9	Services Maintain Land Improv	540.00	0.00	540.00	
100271173	7/22/15	GRAINGER	9783575799	Supplies, Safety	1,985.78	0.00	1,985.78	\$1,985.78
100271174	7/22/15	HDR ENGINEERING INC	16	Consultants	17,797.65	0.00	17,797.65	\$17,797.65
100271176	7/22/15	JACOBSEN WEST	90004963	Parts, Vehicles & Motor Equip	528.42	0.00	528.42	\$22,961.09
			90005032	Vehicles & Motorized Equip	-27,511.14	0.00	-27,511.14	
			90006290	Parts, Vehicles & Motor Equip	39.13	0.00	39.13	
			90006291	Parts, Vehicles & Motor Equip	185.38	0.00	185.38	
			90007061	Parts, Vehicles & Motor Equip	568.37	0.00	568.37	
			90007591	Vehicles & Motorized Equip	27,511.14	0.00	27,511.14	
			90008547	Parts, Vehicles & Motor Equip	95.39	0.00	95.39	
			90008635	Parts, Vehicles & Motor Equip	18.44	0.00	18.44	
			90009213	Parts, Vehicles & Motor Equip	165.84	0.00	165.84	
			90009456	Vehicles & Motorized Equip	5,426.63	0.00	5,426.63	
			90009700	Parts, Vehicles & Motor Equip	183.60	0.00	183.60	
			90011193	Parts, Vehicles & Motor Equip	203.88	0.00	203.88	
			90011253	Parts, Vehicles & Motor Equip	492.36	0.00	492.36	
			90012147	Parts, Vehicles & Motor Equip	345.66	0.00	345.66	
			90014054	Vehicles & Motorized Equip	14,626.88	0.00	14,626.88	
			90015889	Parts, Vehicles & Motor Equip	649.48	0.00	649.48	
			90017789	Parts, Vehicles & Motor Equip	-568.37	0.00	-568.37	

Payment	Payment							
<b>No.</b> 100271178	<b>Date</b> 7/22/15	Vendor Name JESUS CARRASCO	Invoice No. 901379	<b>Description</b> DED Services/Training - Support Services	Invoice Amount 8 86.50	Discount Taken 0.00	Amount Paid 86.50	Payment Total \$86.50
100271179	7/22/15	JOHN DEERE LANDSCAPES INC	72594367	Inventory Purchase	1,917.02	0.00	1,917.02	\$1,917.02
100271180	7/22/15	KIMLEY HORN & ASSOC INC	6827636	Consultants	3,463.80	0.00	3,463.80	\$3,463.80
100271181	7/22/15	KOHLWEISS AUTO PARTS INC	01OJ1104	Inventory Purchase	1,517.05	30.34	1,486.71	\$2,128.67
			01OJ1105	Inventory Purchase	655.06	13.10	641.96	
100271182	7/22/15	LC ACTION POLICE SUPPLY	332666	Clothing, Uniforms & Access	427.31	0.00	427.31	\$3,014.58
			332666	Ballistic Equipment - Body Armor/Vests	361.13	0.00	361.13	
			332994	Clothing, Uniforms & Access	427.30	0.00	427.30	
			332994	Ballistic Equipment - Body Armor/Vests	361.14	0.00	361.14	
			333473	Clothing, Uniforms & Access	229.10	0.00	229.10	
			333473	Ballistic Equipment - Body Armor/Vests	154.79	0.00	154.79	
			333473A	Clothing, Uniforms & Access	9.08	0.00	9.08	
			333473A	Ballistic Equipment - Body Armor/Vests	7.67	0.00	7.67	
			333473CM	Clothing, Uniforms & Access	-62.69	0.00	-62.69	
			333655	Clothing, Uniforms & Access	242.39	0.00	242.39	
			333655	Ballistic Equipment - Body Armor/Vests	204.86	0.00	204.86	
			333661	Clothing, Uniforms & Access	176.81	0.00	176.81	
			333661	Ballistic Equipment - Body Armor/Vests	149.44	0.00	149.44	
			333662	Clothing, Uniforms & Access	176.81	0.00	176.81	
			333662	Ballistic Equipment - Body Armor/Vests	149.44	0.00	149.44	
100271185	7/22/15	LAW OFFICES OF CRAIG LABADIE	1039-071715	Legal Services	2,644.50	0.00	2,644.50	\$2,644.50
100271186	7/22/15	LAWSON PRODUCTS INC	9303390988	Miscellaneous Equipment Parts & Supplie	es 688.06	0.00	688.06	\$688.06
100271187	7/22/15	LIEBERT CASSIDY WHITMORE	1407155	Legal Services	3,794.40	0.00	3,794.40	\$3,794.40
100271188	7/22/15	MTI TECH SERVICES	105	Software Licensing & Support	1,050.00	0.00	1,050.00	\$1,050.00
100271189	7/22/15	MCMASTER CARR SUPPLY CO	33571435	Miscellaneous Equipment Parts & Supplie	es 34.85	0.00	34.85	\$220.41
			34173342	Miscellaneous Equipment Parts & Supplie	es 185.56	0.00	185.56	
100271190	7/22/15	MEYERS NAVE	2015060117	Legal Services	2,153.50	0.00	2,153.50	\$17,643.70
			2015060118	Legal Services	3,774.00	0.00	3,774.00	
			2015060119	Legal Services	808.50	0.00	808.50	
			2015060120	Legal Services	10,907.70	0.00	10,907.70	
100271191	7/22/15	MIDWEST TAPE	2000013501	Library Technology Services	775.51	0.00	775.51	\$1,508.55

Payment	Payment							
No.	Date	Vendor Name	<b>Invoice No.</b> 92997906	<b>Description</b> Library Technology Services	Invoice Amount 733.04	Discount Taken 0.00	Amount Paid 733.04	Payment Total
100271192	7/22/15	MOUNTAIN VIEW GARDEN CENTER	77884	Materials - Land Improve	173.78	0.00	173.78	\$173.78
100271193	7/22/15	NAPA AUTO PARTS	186584	Parts, Vehicles & Motor Equip	28.60	0.00	28.60	\$599.12
			186600	Parts, Vehicles & Motor Equip	85.21	0.00	85.21	
			186680	Parts, Vehicles & Motor Equip	115.68	0.00	115.68	
			186776	Parts, Vehicles & Motor Equip	20.99	0.00	20.99	
			186949	Parts, Vehicles & Motor Equip	125.06	0.00	125.06	
			186953	Parts, Vehicles & Motor Equip	217.73	0.00	217.73	
			187019	Parts, Vehicles & Motor Equip	5.85	0.00	5.85	
100271194	7/22/15	OGRADY PAVING INC	PVMTRHB2015 #01	Construction Services	280,054.54	0.00	280,054.54	\$280,054.54
100271195	7/22/15	OLENA KRYVOROTOVA	ORDER#30477	DED Services/Training - Support Services	125.00	0.00	125.00	\$250.00
			TRANS#236655	DED Services/Training - Support Services	125.00	0.00	125.00	
100271196	7/22/15	PINE CONE LUMBER CO INC	597661	Materials - Land Improve	21.23	0.00	21.23	\$21.23
100271197	7/22/15	PINNACLE VEND SYSTEMS	1865	Equipment Rental/Lease	1,618.82	0.00	1,618.82	\$1,618.82
100271199	7/22/15	RECOLLECT SYSTEMS INC	1066	Advertising Services	10,999.00	0.00	10,999.00	\$10,999.00
100271200	7/22/15	SCVURPPP	2015.16.13	Consultants	322,430.00	0.00	322,430.00	\$322,430.00
100271201	7/22/15	SAFEWAY INC	802880-071415	Food Products	48.78	0.00	48.78	\$52.76
			803161-071515	Food Products	3.98	0.00	3.98	
100271202	7/22/15	SAN JOSE WATER CO /FBO BAYWORK	FY2015-16	Membership Fees	6,105.00	0.00	6,105.00	\$6,105.00
100271203	7/22/15	SANDERSON SAFETY SUPPLY CO	1079393-03	Inventory Purchase	669.46	6.16	663.30	\$891.74
			8085267-01	Inventory Purchase	184.88	1.70	183.18	
			8085267-02	Inventory Purchase	45.68	0.42	45.26	
100271204	7/22/15	SILICON VALLEY SECURITY & PATROL INC	2023186	Miscellaneous Services	78.88	0.00	78.88	\$78.88
100271205	7/22/15	SILKE COMMUNICATIONS INC	39925	Computer Hardware	6,216.40	0.00	6,216.40	\$6,216.40
100271206	7/22/15	SMART & FINAL INC	122700-070615	Food Products	8.60	0.00	8.60	\$528.84
			122700-070615	General Supplies	6.99	0.00	6.99	
			123080-070715	Food Products	2.45	0.00	2.45	
			124293-070915	Food Products	100.00	0.00	100.00	
			124293-070915	General Supplies	58.06	0.00	58.06	
			124320-070915	Food Products	7.47	0.00	7.47	

Payment							
Date	Vendor Name	Invoice No. 124504-070915	<b>Description</b> Food Products	Invoice Amount 3.99	Discount Taken 0.00	Amount Paid 3.99	Payment Total
		124979-071015	Food Products	17.18	0.00	17.18	
		125092-071015	Food Products	85.74	0.00	85.74	
		125092-071015	General Supplies	27.91	0.00	27.91	
		126868-071315	Food Products	31.40	0.00	31.40	
		127385-071415	Food Products	31.94	0.00	31.94	
		127465-071415	Food Products	147.11	0.00	147.11	
7/22/15	STIFEL NICOLAUS & CO INC	052015-0027	Financial Services	2,551.99	0.00	2,551.99	\$2,551.99
7/22/15	SUNNYVALE DOWNTOWN ASSN	071615 CK REQ	Miscellaneous Reimbursement	-359.79	0.00	-359.79	-\$359.79
7/22/15	SUNNYVALE WINDUSTRIAL CO INC	645314 01	Materials - Land Improve	199.25	0.00	199.25	\$4,287.90
		645314 03	Materials - Land Improve	206.67	0.00	206.67	
		645424 00	Miscellaneous Equipment Parts & Supplie	s 44.30	0.00	44.30	
		645424 01	Miscellaneous Equipment Parts & Supplie	s 360.66	0.00	360.66	
		645441 00	Materials - Land Improve	36.54	0.00	36.54	
		645594 00	Miscellaneous Equipment Parts & Supplie	s 1,784.69	0.00	1,784.69	
		645655 00	Miscellaneous Equipment Parts & Supplie	s 1,655.79	0.00	1,655.79	
7/22/15	SYMPRO INC	08546	Software Licensing & Support	4,006.00	0.00	4,006.00	\$4,006.00
7/22/15	TENAYA HURST	JUNE/28/2015	General Supplies	250.00	0.00	250.00	\$250.00
7/22/15	THE COVELLO GROUP INC	2015.003-2	Engineering Services	70,838.75	0.00	70,838.75	\$70,838.75
7/22/15	THE HARTFORD	83BSBHG3102	Insurances - Fidelity	4,550.00	0.00	4,550.00	\$4,550.00
7/22/15	US SECURITY ASSOC INC	115239	Services Maintain Land Improv	450.00	0.00	450.00	\$650.00
		115248	Services Maintain Land Improv	200.00	0.00	200.00	
7/22/15	USDA-APHIS GENERAL	3001714221	Services Maintain Land Improv	952.26	0.00	952.26	\$952.26
7/22/15	UNIVERSAL SITE SERVICES INC	INV150012584	Services Maintain Land Improv	565.00	0.00	565.00	\$1,773.00
		INV150012585	Services Maintain Land Improv	513.00	0.00	513.00	
		INV150012586	Services Maintain Land Improv	695.00	0.00	695.00	
7/22/15	VERIZON WIRELESS	9000003181	Communication Equipment	348.91	0.00	348.91	\$348.91
7/22/15	VERIZON WIRELESS LERT B	150091582	Investigation Expense	200.00	0.00	200.00	\$200.00
7/22/15	VERMONT SYSTEMS INC	46806	Software Licensing & Support	1,514.97	0.00	1,514.97	\$9,675.41
		46807	Software Licensing & Support	8,160.44	0.00	8,160.44	
7/22/15	VLACH REPAIR SERVICE	13018	Comm Equip Maintain & Repair - Labor 1	44.00	0.00	44.00	\$224.06
	7/22/15 7/22/15 7/22/15 7/22/15 7/22/15 7/22/15 7/22/15 7/22/15 7/22/15 7/22/15 7/22/15 7/22/15 7/22/15	7/22/15 STIFEL NICOLAUS & CO INC 7/22/15 SUNNYVALE DOWNTOWN ASSN 7/22/15 SUNNYVALE WINDUSTRIAL CO INC  7/22/15 TENAYA HURST 7/22/15 THE COVELLO GROUP INC 7/22/15 THE HARTFORD 7/22/15 US SECURITY ASSOC INC  7/22/15 USDA-APHIS GENERAL 7/22/15 UNIVERSAL SITE SERVICES INC  7/22/15 VERIZON WIRELESS 7/22/15 VERIZON WIRELESS 7/22/15 VERIZON WIRELESS LERT B 7/22/15 VERMONT SYSTEMS INC	Date   Vendor Name   124504-070915   124979-071015   124979-071015   125092-071015   125092-071015   125092-071015   125092-071015   125092-071015   126868-071315   127385-071415   127465-	Notice No.   124504-070915   Food Products   124979-071015   Food Products   124979-071015   Food Products   125092-071015   Food Products   125092-071015   Food Products   125092-071015   Food Products   125092-071015   Food Products   127385-071415   Food Products   127385-071415   Food Products   127385-071415   Food Products   127465-071415   Food Products   127465-071415	Date   Politic   Poli	Date (Path Path Path Path Path Path Path Path	Deta         Vendor Name         Invoice No. 124504.070915         Description Products         Invoice Name         Amount Paid 124979.071015         Food Products         17.18         0.00         3.739           124979.071015         Food Products         17.18         0.00         85.74           125092.071015         Food Products         31.40         0.00         31.40           12798.071415         Food Products         31.40         0.00         31.40           12785.071415         Food Products         31.40         0.00         31.40           127215         STIFEL NICOLAUS & COINC         052015.0027         Financial Services         2,551.99         0.00         2,551.99           722115         SUNNYVALE DOWNTOWN ASSN         071615 CK REO         Miscellaneous Reimbursement         .359.79         0.00         319.25           722115         SUNNYVALE WINDUSTRIAL COINC         645314 01         Materials - Land Improve         .90.25         1.00         0.00         343.79           722115         SUNNYVALE WINDUSTRIAL COINC         645314 01         Miscellaneous Equipment Parts & Supplies         .43.00         0.00         34.60           64524 01         Miscellaneous Equipment Parts & Supplies         .178.40         0.00         3.60         4.65 </td

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 13019	<b>Description</b> Comm Equip Maintain & Repair - Labor 1	Invoice Amount 70.00	Discount Taken 0.00	Amount Paid 70.00	Payment Total
			13019	Comm Equip Maintain & Repair - Materials 2	110.06	0.00	110.06	
100271222	7/22/15	WEST COAST ARBORISTS INC	106603	Services Maintain Land Improv	12,285.00	0.00	12,285.00	\$34,020.00
			106671	Services Maintain Land Improv	6,175.00	0.00	6,175.00	
			106672	Services Maintain Land Improv	15,560.00	0.00	15,560.00	
100271223	7/22/15	WEST VALLEY STAFFING GROUP	140881	Professional Services	4,859.21	0.00	4,859.21	\$8,142.46
			142691	Professional Services	3,283.25	0.00	3,283.25	
100271224	7/22/15	E-BUILDER INC	18693	Software Licensing & Support	1,214.76	0.00	1,214.76	\$1,214.76
100271225	7/22/15	GRAINGER	9755104867	Bldg Maint Matls & Supplies	68.71	0.00	68.71	\$5,831.13
			9756455458	Bldg Maint Matls & Supplies	39.38	0.00	39.38	
			9756464641	Materials - Land Improve	37.19	0.00	37.19	
			9757534509	Bldg Maint Matls & Supplies	195.32	0.00	195.32	
			9757534517	Bldg Maint Matls & Supplies	191.51	0.00	191.51	
			9757534525	Bldg Maint Matls & Supplies	4.68	0.00	4.68	
			9757566220	Bldg Maint Matls & Supplies	26.95	0.00	26.95	
			9757611372	Parts, Vehicles & Motor Equip	107.67	0.00	107.67	
			9757905998	Supplies, Safety	36.98	0.00	36.98	
			9758643911	Hand Tools	66.00	0.00	66.00	
			9758765128	General Supplies	78.95	0.00	78.95	
			9758765805	Materials - Land Improve	85.25	0.00	85.25	
			9759448435	Parts, Vehicles & Motor Equip	14.33	0.00	14.33	
			9759943120	Bldg Maint Matls & Supplies	17.02	0.00	17.02	
			9761241158	Miscellaneous Equipment	151.17	0.00	151.17	
			9763479939	Miscellaneous Equipment Parts & Supplie	s 35.61	0.00	35.61	
			9763643401	Bldg Maint Matls & Supplies	42.50	0.00	42.50	
			9763643419	Miscellaneous Equipment Parts & Supplie	s 12.94	0.00	12.94	
			9763730158	Hand Tools	132.86	0.00	132.86	
			9765669123	Miscellaneous Equipment Parts & Supplie	s 230.99	0.00	230.99	
			9765669131	Bldg Maint Matls & Supplies	395.86	0.00	395.86	
			9765802567	Bldg Maint Matls & Supplies	28.77	0.00	28.77	

Payment	Payment							
No.	Date	Vendor Name	<b>Invoice No.</b> 9765991170	<b>Description</b> Chemicals	Invoice Amount 123.17	Discount Taken 0.00	Amount Paid 123.17	Payment Total
			9767073977	Vehicles & Motorized Equip	228.81	0.00	228.81	
			9767113039	Hand Tools	42.45	0.00	42.45	
			9767113047	Hand Tools	53.93	0.00	53.93	
			9767113054	Bldg Maint Matls & Supplies	4.92	0.00	4.92	
			9767873368	Miscellaneous Equipment Parts & Supplie	s 57.90	0.00	57.90	
			9767873376	Miscellaneous Equipment Parts & Supplie	s 134.19	0.00	134.19	
			9769600959	General Supplies	308.64	0.00	308.64	
			9770529486	Miscellaneous Equipment	25.89	0.00	25.89	
			9772480126	Bldg Maint Matls & Supplies	339.95	0.00	339.95	
			9772480134	Bldg Maint Matls & Supplies	141.59	0.00	141.59	
			9772920568	Electrical Parts & Supplies	78.75	0.00	78.75	
			9773651683	Electrical Parts & Supplies	10.49	0.00	10.49	
			9775139455	Fuel, Oil & Lubricants	182.04	0.00	182.04	
			9775683445	Miscellaneous Equipment Parts & Supplie	s 42.20	0.00	42.20	
			9776163629	Bldg Maint Matls & Supplies	918.98	0.00	918.98	
			9776691728	Bldg Maint Matls & Supplies	-339.95	0.00	-339.95	
			9777014722	Materials - Land Improve	85.96	0.00	85.96	
			9777066367	Hand Tools	112.40	0.00	112.40	
			9777235087	Bldg Maint Matls & Supplies	69.77	0.00	69.77	
			9779029033	Materials - Land Improve	64.27	0.00	64.27	
			9779123042	Parts, Vehicles & Motor Equip	15.60	0.00	15.60	
			9779149740	Bldg Maint Matls & Supplies	294.42	0.00	294.42	
			9779829929	Facilities Equipment	763.99	0.00	763.99	
			9780351251	Parts, Vehicles & Motor Equip	33.67	0.00	33.67	
			9780371002	Materials - Land Improve	36.46	0.00	36.46	
100271229	7/22/15	KIRBY CANYON RECYCLING & DISPOSAL FAC	JUN2015	Landill Fees to be Allocated	785,184.46	0.00	785,184.46	\$785,184.46
100271230	7/22/15	PHIL ACKERLY	JULY/30/2015	Professional Services	395.00	0.00	395.00	\$395.00
100271231	7/22/15	UNITED STATES POSTAL SERVICE	P#112-072015	Postage	8,472.92	0.00	8,472.92	\$8,472.92
100271232	7/22/15	BEX PORTFOLIO	ST SIGN CHGE	Miscellaneous Reimbursement	1,655.99	0.00	1,655.99	\$1,655.99

Payment	Payment							
<b>No.</b> 100271233	<b>Date</b> 7/22/15	Vendor Name CHARLES & VICKI KESTLER	<b>Invoice No.</b> 120273-47774	<b>Description</b> Refund Utility Account Credit	Invoice Amount 153.02	Discount Taken 0.00	Amount Paid 153.02	Payment Total \$153.02
100271234	7/22/15	RAGHUNATHVENKATA R THUMMISI	177773-12822	Refund Utility Account Credit	226.89	0.00	226.89	\$226.89
100271235	7/22/15	ROY J SCELLATO	BL067963	Business License Tax	54.08	0.00	54.08	\$54.08
100271236	7/24/15	B & A FRICTION MATERIALS INC	541853	Parts, Vehicles & Motor Equip	51.87	0.00	51.87	\$207.55
			542270	Inventory Purchase	42.85	0.86	41.99	
			542286	Parts, Vehicles & Motor Equip	229.69	0.00	229.69	
			542288	Parts, Vehicles & Motor Equip	-116.00	0.00	-116.00	
100271237	7/24/15	BAY AREA NEWS GROUP DIGITAL FIRST	0005500996	Advertising Services	209.00	0.00	209.00	\$1,994.00
		MEDIA	0005508429	Advertising Services	700.00	0.00	700.00	
			0005511429	Advertising Services	1,085.00	0.00	1,085.00	
100271239	7/24/15	D & M TRAFFIC SERVICES INC	43805	Inventory Purchase	857.49	0.00	857.49	\$857.49
100271240	7/24/15	DAPPER TIRE CO INC	42134545	Inventory Purchase	296.62	0.00	296.62	\$296.62
100271241	7/24/15	DELTA DENTAL INSURANCE CO	BE001256577	Insurances - Dental	1,642.30	0.00	1,642.30	\$1,642.30
100271242	7/24/15	DENNYS RESTAURANT	ORD#219974	Prisoner Meals	20.64	0.00	20.64	\$41.28
			ORD#368772	Prisoner Meals	20.64	0.00	20.64	
100271243	7/24/15	DEPARTMENT OF TRANSPORTATION	SL151020	Utilities - Electric	9,278.76	0.00	9,278.76	\$9,278.76
100271245	7/24/15	EBSCO SUBSCRIPTION SERVICES	0045735	Library Periodicals/Databases	5.50	0.00	5.50	\$12.10
			0065446	Library Periodicals/Databases	6.60	0.00	6.60	
100271246	7/24/15	EMPIRE SAFETY & SUPPLY	0073442-IN	Inventory Purchase	18.90	0.00	18.90	\$18.90
100271247	7/24/15	FEDERAL EXPRESS CORP	5-084-88179	Postage	6.00	0.00	6.00	\$6.00
100271248	7/24/15	FERGUSON ENTERPRISES INC	1099870	Inventory Purchase	307.11	2.82	304.29	\$304.29
100271249	7/24/15	FOR SUSTAINABILITY TOO	2	Consultants	11,925.00	0.00	11,925.00	\$11,925.00
100271250	7/24/15	FOSTER BROS SECURITY SYSTEMS INC	270285	Bldg Maint Matls & Supplies	19.58	0.00	19.58	\$1,211.76
			270445	Bldg Maint Matls & Supplies	239.25	0.00	239.25	
			270472	Bldg Maint Matls & Supplies	952.93	0.00	952.93	
100271251	7/24/15	GOATS R US	2	Services Maintain Land Improv	16,185.00	0.00	16,185.00	\$16,185.00
100271253	7/24/15	GOODYEAR COMMERCIAL TIRE &	189-1088019	Inventory Purchase	4,157.56	0.00	4,157.56	\$5,111.24
		SERVICE CTR	189-1088074	Inventory Purchase	953.68	0.00	953.68	
100271254	7/24/15	GRANITE CONSTRUCTION CO	828324	Materials - Land Improve	1,693.79	0.00	1,693.79	\$1,693.79
100271255	7/24/15	GRANITEROCK CO	901781	Materials - Land Improve	1,761.01	0.00	1,761.01	\$1,761.01
100271256	7/24/15	GRAYBAR ELECTRIC CO INC						\$569.51

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	<b>Payment Total</b>
			978212907REV	Comm Equip Maintain & Repair -	175.57	0.00	175.57	
			979306014	Materials 2 Comm Equip Maintain & Repair -	-175.74	0.00	-175.74	
			979300014	Materials 2			2,21,1	
			979428505	Comm Equip Maintain & Repair -	88.92	0.00	88.92	
				Materials 2				
			979451312	Comm Equip Maintain & Repair - Materials 2	256.43	0.00	256.43	
			979755751	Comm Equip Maintain & Repair -	38.66	0.00	38.66	
				Materials 2				
			979777992	Comm Equip Maintain & Repair - Materials 2	161.27	0.00	161.27	
			979792193	Comm Equip Maintain & Repair -	24.40	0.00	24.40	
				Materials 2				
100271257	7/24/15	HACH CO INC	9390341	General Supplies	107.55	0.00	107.55	\$107.55
100271258	7/24/15	HUMANE SOCIETY SILICON VALLEY	76501	Contracts/Service Agreements	46,901.40	0.00	46,901.40	\$46,901.40
100271259	7/24/15	INSIGHT PUBLIC SECTOR INC	1100421972	Computer Software	18,751.72	0.00	18,751.72	\$20,918.59
			1100425156	Computer Hardware	2,166.87	0.00	2,166.87	
100271260	7/24/15	JDM PACKING SUPPLIES	513	Bldg Maint Matls & Supplies	44.24	0.00	44.24	\$44.24
100271261	7/24/15	KPM CONSULTING LLC	JUN15R-STA5	Construction Services	61.99	0.00	61.99	\$8,361.99
			JUN15-STA5	Construction Services	8,300.00	0.00	8,300.00	
100271262	7/24/15	KELLY MOORE PAINT CO INC	820-264882	Bldg Maint Matls & Supplies	35.10	0.00	35.10	\$35.10
100271263	7/24/15	L N CURTIS & SONS INC	1351525-00	Clothing, Uniforms & Access	739.50	0.00	739.50	\$13,885.00
			1354531-00	General Supplies	9,207.65	0.00	9,207.65	
			1355316-00	General Supplies	3,390.08	0.00	3,390.08	
			1362887-00	General Supplies	547.77	0.00	547.77	
100271264	7/24/15	LANDCARE HOLDINGS INC	7967652	Services Maintain Land Improv	225.00	0.00	225.00	\$225.00
100271265	7/24/15	LAWSON PRODUCTS INC	9303424658	Miscellaneous Equipment Parts & Supplie	s 592.44	0.00	592.44	\$592.44
100271266	7/24/15	LEVEL 3 COMMUNICATIONS LLC	39160899	Comm Equip Maintain & Repair -	4,318.67	0.00	4,318.67	\$4,318.67
				Materials 2				
100271267	7/24/15	LOCAL AGENCY FORMATION COMMISSION	2015-16FUNDIN G	Membership Fees	16,841.45	0.00	16,841.45	\$16,841.45
100271268	7/24/15	LOCAL GOVERNMENT COMMISSION	625B-COS-02	Professional Services	2,189.34	0.00	2,189.34	\$2,189.34

Payment	Payment							
<b>No.</b> 100271269	<b>Date</b> 7/24/15	Vendor Name LYNGSO GARDEN MATERIALS INC	Invoice No. 900227	<b>Description</b> Materials - Land Improve	Invoice Amount 2,437.09	Discount Taken 0.00	Amount Paid 2,437.09	Payment Total \$2,437.09
100271270	7/24/15	MAD SCIENCE OF THE BAY AREA	18468	Rec Instructors/Officials	3,286.40	0.00	3,286.40	\$3,286.40
100271271	7/24/15	MCMASTER CARR SUPPLY CO	33297499	Miscellaneous Equipment Parts & Supplie	s -619.44	0.00	-619.44	\$126.88
			34520140	Miscellaneous Equipment Parts & Supplie	s 178.59	0.00	178.59	
			34535285	Miscellaneous Equipment Parts & Supplie	s 293.14	0.00	293.14	
			34573403	Miscellaneous Equipment Parts & Supplie	s 76.70	0.00	76.70	
			34684434	Miscellaneous Equipment Parts & Supplie	s 29.54	0.00	29.54	
			34703673	Miscellaneous Equipment Parts & Supplie	s 168.35	0.00	168.35	
100271272	7/24/15	MOORE IACOFANO GOLTSMAN INC	0041190	Professional Services	867.50	0.00	867.50	\$867.50
100271273	7/24/15	MOTOROLA	76813594	Comm Equip Maintain & Repair - Materials 2	978.21	0.00	978.21	\$978.21
100271274	7/24/15	NI GOVERNMENT SERVICES INC	5050996249	Miscellaneous Services	78.77	0.00	78.77	\$157.54
			5061004129	Miscellaneous Services	78.77	0.00	78.77	
100271275	7/24/15	NANDINI GARUD	303939-5909817	DED Services/Training - Books	45.50	0.00	45.50	\$45.50
100271276	7/24/15	NEXLEVEL INFORMATION TECHNOLOGY INC	20150636A	Computer Software	8,550.00	0.00	8,550.00	\$8,550.00
100271277	7/24/15	OPTONY INC	152913	Professional Services	1,571.00	0.00	1,571.00	\$1,571.00
100271279	7/24/15	PMC	43744	Professional Services	2,462.50	0.00	2,462.50	\$2,462.50
100271280	7/24/15	PERKINELMER HEALTH SCIENCES	5303444456	Miscellaneous Services	687.81	0.00	687.81	\$687.81
100271281	7/24/15	PETERSON POWER SYSTEMS INC	PC240028345	Miscellaneous Equipment Parts & Supplie	s 439.26	0.00	439.26	\$439.26
100271282	7/24/15	PLANET FUTSAL	FS214-15	Rec Instructors/Officials	1,785.00	0.00	1,785.00	\$1,785.00
100271283	7/24/15	PLAY-WELL TEKNOLOGIES	DB7582	Rec Instructors/Officials	5,250.00	0.00	5,250.00	\$5,250.00
100271284	7/24/15	PROJECT SENTINEL INC	4	Outside Group Funding	14,195.39	0.00	14,195.39	\$14,195.39
100271285	7/24/15	QUALITY ALARM SERVICE	126819	Services Maintain Land Improv	490.00	0.00	490.00	\$490.00
100271286	7/24/15	RAFT RESOURCE AREA FOR TEACHERS	2015-7-1737	Membership Fees	15.00	0.00	15.00	\$15.00
100271287	7/24/15	REED & GRAHAM INC	837683	Materials - Land Improve	3,940.08	0.00	3,940.08	\$3,940.08
100271288	7/24/15	ROYAL BRASS INC	765504-001	Parts, Vehicles & Motor Equip	189.91	0.00	189.91	\$225.15
			767585-001	Parts, Vehicles & Motor Equip	35.24	0.00	35.24	
100271289	7/24/15	SCUSD TRANSPORTATION	15-02	Travel Related Services	905.11	0.00	905.11	\$2,271.87
			15-07	Travel Related Services	331.46	0.00	331.46	
			15-14	Travel Related Services	394.25	0.00	394.25	
			15-16	Travel Related Services	641.05	0.00	641.05	

Payment	Payment							
<b>No.</b> 100271290	<b>Date</b> 7/24/15	Vendor Name SSA LANDSCAPE ARCHITECTS INC	Invoice No. 5101.1	<b>Description</b> Engineering Services	Invoice Amount 164.00	Discount Taken 0.00	Amount Paid 164.00	Payment Total \$164.00
100271291	7/24/15	SAFEWAY INC	725721-072215	Food Products	38.31	0.00	38.31	\$53.31
			800237-072215	Food Products	15.00	0.00	15.00	
100271292	7/24/15	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	H5505867400	Medical Services	1,718.00	0.00	1,718.00	\$1,718.00
100271293	7/24/15	SCHAAF & WHEELER	26075	Engineering Services	338.29	0.00	338.29	\$338.29
100271294	7/24/15	SECURITY CONTRACTOR SERVICES INC	0225569-IN	Equipment Rental/Lease	244.38	0.00	244.38	\$244.38
100271295	7/24/15	SHRED-IT USA LLC	9406110579	Recycling Services	1,600.00	0.00	1,600.00	\$1,099.00
			9406513033	Records Related Services	49.00	0.00	49.00	
			95246754	Recycling Services	-550.00	0.00	-550.00	
100271296	7/24/15	SMART & FINAL INC	129482-071715	Food Products	5.99	0.00	5.99	\$14.68
			129482-071715	General Supplies	8.69	0.00	8.69	
100271297	7/24/15	SPARTAN TOOL LLC	493933	Miscellaneous Equipment	2,710.27	0.00	2,710.27	\$2,710.27
100271298	7/24/15	STEVENS CREEK QUARRY INC	601283	Materials - Land Improve	280.83	0.00	280.83	\$280.83
100271299	7/24/15	SUNNYVALE BUILDING MAINTENANCE	98110	Professional Services	1,120.00	0.00	1,120.00	\$1,120.00
100271300	7/24/15	SUNNYVALE FORD	446721	Parts, Vehicles & Motor Equip	15.74	0.00	15.74	\$31.78
			446960	Parts, Vehicles & Motor Equip	16.04	0.00	16.04	
100271302	7/24/15	SUNNYVALE WINDUSTRIAL CO INC	644411 00	Bldg Maint Matls & Supplies	12.75	0.00	12.75	\$603.31
			645417 00	Bldg Maint Matls & Supplies	407.19	0.00	407.19	
			646089 00	Miscellaneous Equipment Parts & Supplie	s 183.37	0.00	183.37	
100271303	7/24/15	SUPPLYWORKS	1665787-00	General Supplies	203.27	0.00	203.27	\$203.27
100271304	7/24/15	SYNAGRO-WWT INC	03-101049	Miscellaneous Services	204.00	0.00	204.00	\$16,790.05
			03-101149CM	Miscellaneous Services	-508.35	0.00	-508.35	
			03-101917	Miscellaneous Services	17,094.40	0.00	17,094.40	
100271305	7/24/15	TARGET SPECIALTY PRODUCTS INC	PI0296721	Materials - Land Improve	1,863.12	0.00	1,863.12	\$1,863.12
100271306	7/24/15	USA BLUEBOOK	687735	Miscellaneous Equipment Parts & Supplie	s 583.07	0.00	583.07	\$897.07
			689104	Miscellaneous Equipment Parts & Supplie	s 284.24	0.00	284.24	
			697015	Miscellaneous Equipment Parts & Supplie	s 29.76	0.00	29.76	
100271307	7/24/15	UNDERGROUND SERVICE ALERT	15070319	Membership Fees	2,451.36	0.00	2,451.36	\$2,451.36
100271308	7/24/15	UNITED PARCEL SERVICE	966608275	Mailing & Delivery Services	643.95	0.00	643.95	\$643.95
100271309	7/24/15	UNITED RENTALS	129112291-001	Equipment Rental/Lease	958.43	0.00	958.43	\$958.43

Payment	Payment							
<b>No.</b> 100271310	<b>Date</b> 7/24/15	Vendor Name UNITED SITE SERVICES INC	Invoice No. 114-3073128	<b>Description</b> Equipment Rental/Lease	Invoice Amount 231.79	Discount Taken 0.00	Amount Paid 231.79	Payment Total \$308.98
			114-3094261	Equipment Rental/Lease	77.19	0.00	77.19	
100271312	7/24/15	UNIVAR USA INC	SJ694319	Chemicals	3,006.51	0.00	3,006.51	\$3,006.51
100271313	7/24/15	VMI INC	234242	Miscellaneous Equipment	9,023.06	0.00	9,023.06	\$9,023.06
100271314	7/24/15	VWR INTERNATIONAL LLC	8041525326	General Supplies	565.05	0.00	565.05	\$4,254.23
			8041793159	General Supplies	144.94	0.00	144.94	
			8041803981	General Supplies	115.36	0.00	115.36	
			8041803982	General Supplies	482.74	0.00	482.74	
			8041807833	General Supplies	34.88	0.00	34.88	
			8041824311	General Supplies	81.03	0.00	81.03	
			8041837223	General Supplies	59.18	0.00	59.18	
			8041848977	General Supplies	2,726.73	0.00	2,726.73	
			8041876856	General Supplies	44.32	0.00	44.32	
100271315	7/24/15	VALLEY OIL CO	30305	Fuel, Oil & Lubricants	428.15	0.00	428.15	\$428.15
100271316	7/24/15	VIASYN	25346	Utilities - Electric	2,750.00	0.00	2,750.00	\$2,750.00
100271317	7/24/15	WECK LABORATORIES INC	W5E0522COSV-	Water Lab Services	-548.20	0.00	-548.20	\$1,050.88
			R					
			W5F0522-CM	Water Lab Services	-548.20	0.00	-548.20	
			W5F0522COSV	Water Lab Services	548.20	0.00	548.20	
			W5G0544-COSV	Water Lab Services	1,599.08	0.00	1,599.08	
100271318	7/24/15	WECO INDUSTRIES LLC	0034434-IN	Misc Equip Maint & Repair - Labor	200.00	0.00	200.00	\$228.18
			0034434-IN	Misc Equip Maint & Repair - Materials	28.18	0.00	28.18	
100271319	7/24/15	WELLS FARGO FINANCIAL LEASING	5002304508	Equipment Rental/Lease	171.71	0.00	171.71	\$171.71
100271320	7/24/15	WAITER.COM INC	F0714461863	Food Products	95.11	0.00	95.11	\$95.11
100271321	7/24/15	AMCO INSURANCE CO	CLAIM#1415-10	Liability Claims Paid	3,689.09	0.00	3,689.09	\$3,689.09
100271323	7/24/15	GRANITEROCK CO	1 899875	Materials - Land Improve	1,592.15	0.00	1,592.15	\$26,524.70
			900566	Materials - Land Improve	32,411.89	0.00	32,411.89	
			901839	Materials - Land Improve	12,224.27	0.00	12,224.27	
			902213	Materials - Land Improve	1,003.98	0.00	1,003.98	
			903550	Materials - Land Improve	2,850.72	0.00	2,850.72	

Payment	Payment							
No.	Date	Vendor Name	<b>Invoice No.</b> 903624	<b>Description</b> Materials - Land Improve	Invoice Amount 8,853.58	Discount Taken 0.00	Amount Paid 8,853.58	Payment Total
			903729	Materials - Land Improve	-32,411.89	0.00	-32,411.89	
100271324	7/24/15	PACIFIC GAS & ELECTRIC CO	03142830050715	Utilities - Electric	19,644.81	0.00	19,644.81	\$27,977.03
			11059228290615	Utilities - Electric	73.75	0.00	73.75	
			11059229930615	Utilities - Electric	79.94	0.00	79.94	
			35642590100615	Utilities - Electric	64.45	0.00	64.45	
			35642590150615	Utilities - Electric	53.94	0.00	53.94	
			35642590200615	Utilities - Electric	40.52	0.00	40.52	
			35642590250615	Utilities - Electric	164.91	0.00	164.91	
			35642590300615	Utilities - Electric	88.53	0.00	88.53	
			35642590350615	Utilities - Electric	69.10	0.00	69.10	
			35642590400615	Utilities - Electric	89.05	0.00	89.05	
			35642590450615	Utilities - Electric	69.10	0.00	69.10	
			35642590500615	Utilities - Electric	61.01	0.00	61.01	
			35642590650615	Utilities - Electric	67.68	0.00	67.68	
			35642590700615	Utilities - Electric	57.03	0.00	57.03	
			35642590750615	Utilities - Electric	91.96	0.00	91.96	
			35642590800615	Utilities - Electric	89.03	0.00	89.03	
			35642590850615	Utilities - Electric	56.32	0.00	56.32	
			35642590950615	Utilities - Electric	16.89	0.00	16.89	
			35642591000615	Utilities - Electric	113.64	0.00	113.64	
			35642591050615	Utilities - Electric	68.01	0.00	68.01	
			35642591100615	Utilities - Electric	58.08	0.00	58.08	
			35642591150615	Utilities - Electric	70.13	0.00	70.13	
			35642591250615	Utilities - Electric	90.93	0.00	90.93	
			35642591300615	Utilities - Electric	43.62	0.00	43.62	
			35642591350615	Utilities - Electric	104.91	0.00	104.91	
			35642591400615	Utilities - Electric	68.93	0.00	68.93	
			35642591450615	Utilities - Electric	56.36	0.00	56.36	
			35642591500615	Utilities - Electric	44.82	0.00	44.82	
			35642591550615	Utilities - Electric	49.30	0.00	49.30	

### **Sorted by Payment Number**

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 35642591600615	<b>Description</b> Utilities - Electric	Invoice Amount 62.86	Discount Taken 0.00	Amount Paid 62.86	Payment Total
35642591650615	Utilities - Electric	82.35	0.00	82.35	
35642591700615	Utilities - Electric	68.93	0.00	68.93	
35642591750615	Utilities - Electric	71.50	0.00	71.50	
35642591800615	Utilities - Electric	53.43	0.00	53.43	
35642591850615	Utilities - Electric	53.60	0.00	53.60	
35642591900615	Utilities - Electric	52.22	0.00	52.22	
35642591950615	Utilities - Electric	75.24	0.00	75.24	
35642592000615	Utilities - Electric	80.10	0.00	80.10	
35642592050615	Utilities - Electric	72.72	0.00	72.72	
35642592100615	Utilities - Electric	72.01	0.00	72.01	
35642592150615	Utilities - Electric	72.18	0.00	72.18	
35642592200615	Utilities - Electric	70.82	0.00	70.82	
35642592250615	Utilities - Electric	21.92	0.00	21.92	
35642592300615	Utilities - Electric	61.51	0.00	61.51	
35642592350615	Utilities - Electric	9.86	0.00	9.86	
35642592400615	Utilities - Electric	98.18	0.00	98.18	
35642592450615	Utilities - Electric	52.55	0.00	52.55	
35642592500615	Utilities - Electric	54.12	0.00	54.12	
35642592550615	Utilities - Electric	68.24	0.00	68.24	
35642592600615	Utilities - Electric	69.27	0.00	69.27	
35642592650615	Utilities - Electric	90.62	0.00	90.62	
35642592700615	Utilities - Electric	67.72	0.00	67.72	
35642592750615	Utilities - Electric	52.91	0.00	52.91	
35642592800615	Utilities - Electric	100.43	0.00	100.43	
35642592850615	Utilities - Electric	63.24	0.00	63.24	
35642592900615	Utilities - Electric	51.19	0.00	51.19	
35642592950615	Utilities - Electric	74.08	0.00	74.08	
35642593000615	Utilities - Electric	64.45	0.00	64.45	
35642593050615	Utilities - Electric	82.18	0.00	82.18	
35642593100615	Utilities - Electric	65.48	0.00	65.48	

### **Sorted by Payment Number**

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 35642593200615	<b>Description</b> Utilities - Electric	Invoice Amount 67.38	Discount Taken 0.00	Amount Paid 67.38	Payment Total
35642593250615	Utilities - Electric	13.14	0.00	13.14	
35642593300615	Utilities - Electric	75.28	0.00	75.28	
35642593350615	Utilities - Electric	66.52	0.00	66.52	
35642593400615	Utilities - Electric	75.12	0.00	75.12	
35642593450615	Utilities - Electric	63.92	0.00	63.92	
35642593500615	Utilities - Electric	75.12	0.00	75.12	
35642593550615	Utilities - Electric	59.28	0.00	59.28	
35642593600615	Utilities - Electric	80.98	0.00	80.98	
35642593650615	Utilities - Electric	77.18	0.00	77.18	
35642593700615	Utilities - Electric	73.58	0.00	73.58	
35642593750615	Utilities - Electric	49.47	0.00	49.47	
35642593800615	Utilities - Electric	57.56	0.00	57.56	
35642593850615	Utilities - Electric	9.53	0.00	9.53	
35642593900615	Utilities - Electric	52.05	0.00	52.05	
35642593950615	Utilities - Electric	52.05	0.00	52.05	
35642594000615	Utilities - Electric	63.93	0.00	63.93	
35642594050615	Utilities - Electric	38.45	0.00	38.45	
35642594100615	Utilities - Electric	39.66	0.00	39.66	
35642594150615	Utilities - Electric	57.22	0.00	57.22	
35642594250615	Utilities - Electric	86.66	0.00	86.66	
35642594300615	Utilities - Electric	61.01	0.00	61.01	
35642594350615	Utilities - Electric	69.78	0.00	69.78	
35642594400615	Utilities - Electric	45.68	0.00	45.68	
35642594450615	Utilities - Electric	62.90	0.00	62.90	
35642594500615	Utilities - Electric	39.49	0.00	39.49	
35642594550615	Utilities - Electric	78.40	0.00	78.40	
35642594600615	Utilities - Electric	74.78	0.00	74.78	
35642594650615	Utilities - Electric	78.91	0.00	78.91	
35642594700615	Utilities - Electric	77.53	0.00	77.53	
35642594750615	Utilities - Electric	53.77	0.00	53.77	

**Sorted by Payment Number** 

Payment	Payment			
No.	Date	Vendor Name		

I	Description	I	: T-l	A D J	D 4 T-4-1
Invoice No. 35642594800615	<b>Description</b> Utilities - Electric	Invoice Amount 79.60	iscount Taken 0.00	Amount Paid 79.60	Payment Total
35642594850615	Utilities - Electric	62.52	0.00	62.52	
35642594900615	Utilities - Electric	65.78	0.00	65.78	
35642594950615	Utilities - Electric	83.17	0.00	83.17	
35642595000615	Utilities - Electric	72.85	0.00	72.85	
35642595050615	Utilities - Electric	71.47	0.00	71.47	
35642595100615	Utilities - Electric	69.23	0.00	69.23	
35642595150615	Utilities - Electric	64.58	0.00	64.58	
35642595200615	Utilities - Electric	80.59	0.00	80.59	
35642595250615	Utilities - Electric	53.41	0.00	53.41	
35642595300615	Utilities - Electric	58.92	0.00	58.92	
35642595350615	Utilities - Electric	58.94	0.00	58.94	
35642595400615	Utilities - Electric	63.07	0.00	63.07	
35642595450615	Utilities - Electric	105.77	0.00	105.77	
35642595500615	Utilities - Electric	41.72	0.00	41.72	
35642595550615	Utilities - Electric	50.66	0.00	50.66	
35642595600615	Utilities - Electric	49.82	0.00	49.82	
35642595650615	Utilities - Electric	59.61	0.00	59.61	
35642595700615	Utilities - Electric	58.42	0.00	58.42	
35642595750615	Utilities - Electric	64.79	0.00	64.79	
35642595800615	Utilities - Electric	55.50	0.00	55.50	
35642595850615	Utilities - Electric	100.26	0.00	100.26	
35642595900615	Utilities - Electric	54.47	0.00	54.47	
35642595950615	Utilities - Electric	106.95	0.00	106.95	
35642596000615	Utilities - Electric	84.77	0.00	84.77	
35642596050615	Utilities - Electric	70.13	0.00	70.13	
35642596100615	Utilities - Electric	68.41	0.00	68.41	
35642596150615	Utilities - Electric	53.60	0.00	53.60	
35642596200615	Utilities - Electric	66.68	0.00	66.68	
35642596250615	Utilities - Electric	50.51	0.00	50.51	
35642596300615	Utilities - Electric	60.49	0.00	60.49	

### **Sorted by Payment Number**

Payment	Payment							
No.	Date	Vendor Name	<b>Invoice No.</b> 35642596350615	<b>Description</b> Utilities - Electric	Invoice Amount 46.89	Discount Taken 0.00	Amount Paid 46.89	Payment Total
			35642596400615	Utilities - Electric	56.00	0.00	56.00	
			35642596450615	Utilities - Electric	96.80	0.00	96.80	
			35642596500615	Utilities - Electric	53.76	0.00	53.76	
			35642598240615	Utilities - Electric	9.53	0.00	9.53	
			74408230820615	Utilities - Electric	68.37	0.00	68.37	
100271334	7/24/15	SAN DIEGO REGIONAL TRAINING	24516	Training and Conferences	425.00	0.00	425.00	\$425.00
		CENTER						
100271335	7/24/15	SOUTHBAY TRAINING	101915-102315	Training and Conferences	152.00	0.00	152.00	\$152.00
100271336	7/24/15	COTTAGE UNIFORM	71267-44238	Refund Utility Account Credit	18.40	0.00	18.40	\$18.40
100271337	7/24/15	DEEPAK ARULKANNAN	172059-12486	Refund Utility Account Credit	252.23	0.00	252.23	\$252.23
950002403	7/24/15	INTERNAL REVENUE SERVICE	950002403	Employer Taxes - FICA - Total	216.04	0.00	216.04	\$51,957.46
			950002403	Employer Taxes - Medicare - Total	51,741.42	0.00	51,741.42	
950002404	7/23/15	ICMA RETIREMENT CORP	950002404	Retirement Benefits - Deferred Comp - Cir Portion	ty 10,145.30	0.00	10,145.30	\$11,904.18
			950002404	Retirement Benefits - PARS	1,758.88	0.00	1,758.88	
950100524	7/20/15	SANTA CLARA VALLEY WATER DISTRICT	TI001920	Water for Resale	516,356.61	0.00	516,356.61	\$516,356.61
950100525	7/21/15	SPECIALTY SOLID WASTE & RECYCLING	JUN2015	Franchise - Specialty Garbage	-150,996.16	0.00	-150,996.16	\$1,347,184.07
		INC	JUN2015	Refuse Serv Fees - Specialty	-128,062.78	0.00	-128,062.78	
			JUN2015	Pymt to Franch Garb Collector	1,626,243.01	0.00	1,626,243.01	
950100526	7/21/15	WELLS FARGO BANK	07202015	Purchasing Card Statement	124,305.01	0.00	124,305.01	\$124,305.01

**Grand Total Payment Amount** \$4,912,938.72

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	<b>Amount Paid</b>	Payment Total
2106381	7/30/15	AIMEE FOSBENNER	AUGUST 2015	Insurances - Retiree Medical - Retiree	206.99	0.00	206.99	\$206.99
2107202	7/20/15			Reimbursement	15.61	0.00	15.64	04 = <4
2106382	7/30/15	ALEX MICHAELIS	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
210/202	7/20/15	ANNIADEL MUDICELICII		Reimbursement	421.06	0.00	421.06	0.424.07
2106383	7/30/15	ANNABEL YURUTUCU	AUGUST 2015	Insurances - Retiree Medical - Retiree	421.96	0.00	421.96	\$421.96
2106384	7/30/15	BYRON K PIPKIN	4.1.GV1GT 2015	Reimbursement	920.12	0.00	920.12	\$920.12
2100364	//30/13	BIRON K FIFKIN	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	920.12	0.00	920.12	\$920.12
2106385	7/30/15	CATHY E MERRILL	ALICHIET 2015	Insurances - Retiree Medical - Retiree	206.99	0.00	206.99	\$206.99
2100303	7/30/13	CATITI E MERRIEE	AUGUST 2015	Reimbursement	200.77	0.00	200.77	\$200.77
2106386	7/30/15	CATHY HAYNES	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,100.30	0.00	1,100.30	\$1,100.30
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		A00031 2013	Reimbursement	-,		-,	4-,
2106387	7/30/15	CHERYL BUNNELL	AUGUST 2015	Insurances - Retiree Medical - Retiree	707.02	0.00	707.02	\$707.02
			110 de 51 2015	Reimbursement				
2106388	7/30/15	CHRIS CARRION	AUGUST 2015	Insurances - Retiree Medical - Retiree	707.02	0.00	707.02	\$707.02
				Reimbursement				
2106389	7/30/15	CORYN CAMPBELL	AUGUST 2015	Insurances - Retiree Medical - Retiree	369.62	0.00	369.62	\$369.62
				Reimbursement				
2106390	7/30/15	DAN HAMMONS	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,135.86	0.00	1,135.86	\$1,135.86
				Reimbursement				
2106391	7/30/15	DAVID A LEWIS	AUGUST 2015	Insurances - Retiree Medical - Retiree	828.28	0.00	828.28	\$828.28
				Reimbursement				
2106392	7/30/15	DAVID KAHN	AUGUST 2015	Insurances - Retiree Medical - Retiree	977.43	0.00	977.43	\$977.43
				Reimbursement				
2106393	7/30/15	DAVID L NIETO	AUGUST 2015	Insurances - Retiree Medical - Retiree	421.96	0.00	421.96	\$421.96
				Reimbursement				
2106394	7/30/15	DAVID L VERBRUGGE	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,693.18	0.00	1,693.18	\$1,693.18
2106205	7/20/15	D. L. L. D. L. E. L.		Reimbursement	-00			
2106395	7/30/15	DAVID LEWIS	AUGUST 2015	Insurances - Retiree Medical - Retiree	585.28	0.00	585.28	\$585.28
210/20/	7/20/15	DAVID M COTT		Reimbursement	260.62	0.00	260.62	02(0.62
2106396	7/30/15	DAVID M GOTT	AUGUST 2015	Insurances - Retiree Medical - Retiree	369.62	0.00	369.62	\$369.62
2106397	7/20/15	DEE SCHABOT		Reimbursement	1 125 07	0.00	1 125 07	Q1 125 0/
2100397	7/30/15	DEE SCHADOT	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,135.86	0.00	1,135.86	\$1,135.86
				Reimbursement				

Payment	Payment							
No.	Date 7/20/15	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken		Payment Total
2106398	7/30/15	DON JOHNSON	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	585.28	0.00	585.28	\$585.28
2106399	7/30/15	DONALD R OLSEN	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	15.64	0.00	15.64	\$15.64
2106400	7/30/15	DONNA A SCOTT	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
2106401	7/30/15	DOUGLAS MELLO	AUGUST 2015	Reimbursement Insurances - Retiree Medical - Retiree Reimbursement	559.62	0.00	559.62	\$559.62
2106402	7/30/15	ENCARNACION HERNANDEZ	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	271.17	0.00	271.17	\$271.17
2106403	7/30/15	ERWIN YOUNG	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	1,021.15	0.00	1,021.15	\$1,021.15
2106404	7/30/15	ESTRELLA AGRAVIADOR KAWCZYNSKI	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	592.45	0.00	592.45	\$592.45
2106405	7/30/15	EUGENE J WADDELL	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	559.62	0.00	559.62	\$559.62
2106406	7/30/15	FRANK CURTIS BLACK	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	475.44	0.00	475.44	\$475.44
2106407	7/30/15	FRANK P BELLUCCI	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	15.64	0.00	15.64	\$15.64
2106408	7/30/15	GABRIEL A SILVA	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	15.64	0.00	15.64	\$15.64
2106409	7/30/15	GARY K CARLS	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	318.43	0.00	318.43	\$318.43
2106410	7/30/15	GARY LUEBBERS	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	369.62	0.00	369.62	\$369.62
2106411	7/30/15	GLENN FORTIN	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	570.12	0.00	570.12	\$570.12
2106412	7/30/15	GREGORY E KEVIN	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	570.12	0.00	570.12	\$570.12
2106413	7/30/15	HIRA L RAINA	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	318.43	0.00	318.43	\$318.43
2106414	7/30/15	IRWIN I BAKIN	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	15.64	0.00	15.64	\$15.64
2106415	7/30/15	JAMES A BRICE	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	15.64	0.00	15.64	\$15.64

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken		<b>Payment Total</b>
2106416	7/30/15	JAMES BOUZIANE	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	723.60	0.00	723.60	\$723.60
2106417	7/30/15	JAMES R RAND	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
2100117	7730710		AUGUST 2013	Reimbursement	15.01	0.00	15.0.	<b>410.10</b> 1
2106418	7/30/15	JAMES WEBB JR	AUGUST 2015	Insurances - Retiree Medical - Retiree	716.75	0.00	716.75	\$716.75
			A00031 2013	Reimbursement				
2106419	7/30/15	JEROME P AMMERMAN	AUGUST 2015	Insurances - Retiree Medical - Retiree	707.02	0.00	707.02	\$707.02
			110 0001 2015	Reimbursement				
2106420	7/30/15	JERRY D BAKER	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106421	7/30/15	JERRY RONDEAU	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106422	7/30/15	JOHN ADDEO	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106423	7/30/15	JOHN DEBATTISTA	AUGUST 2015	Insurances - Retiree Medical - Retiree	707.02	0.00	707.02	\$707.02
				Reimbursement				
2106424	7/30/15	JOHN HOWE	AUGUST 2015	Insurances - Retiree Medical - Retiree	421.96	0.00	421.96	\$421.96
				Reimbursement				
2106425	7/30/15	JOHN S WITTHAUS	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,693.18	0.00	1,693.18	\$1,693.18
				Reimbursement				
2106426	7/30/15	KAREN D WILLES	AUGUST 2015	Insurances - Retiree Medical - Retiree	398.09	0.00	398.09	\$398.09
				Reimbursement				
2106427	7/30/15	KAREN L DAVIS	AUGUST 2015	Insurances - Retiree Medical - Retiree	53.20	0.00	53.20	\$53.20
				Reimbursement				
2106428	7/30/15	KAREN WOBLESKY	AUGUST 2015	Insurances - Retiree Medical - Retiree	828.28	0.00	828.28	\$828.28
2106120	7/20/15	WATER DEED GWADDELEAD		Reimbursement	15.64	0.00	15.61	<b>7.1</b>
2106429	7/30/15	KATHERINE B CHAPPELEAR	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
2106420	7/20/15	WATHING DEDDY		Reimbursement	1 125 06	0.00	1 125 06	01 127 07
2106430	7/30/15	KATHRYN BERRY	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,135.86	0.00	1,135.86	\$1,135.86
2106421	7/20/15	KELLY FITZGERALD		Reimbursement	570.12	0.00	570.12	0550.13
2106431	7/30/15	KELLY FIIZGERALD	AUGUST 2015	Insurances - Retiree Medical - Retiree	570.12	0.00	570.12	\$570.12
2106432	7/30/15	KELLY MENEHAN	4.1.C.1.CT 20.1.5	Reimbursement	53.20	0.00	53.20	\$53.20
4100 <del>4</del> 34	//30/13	KELLI MENEHAN	AUGUST 2015	Insurances - Retiree Medical - Retiree	33.20	0.00	33.20	\$33,20
2106433	7/30/15	KENNETH C HOWELL	ALICHICT 2015	Reimbursement Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
2100-133	1150115	REPORTED TO WEED	AUGUST 2015	Reimbursement	13.04	0.00	13.04	ψ13. <b>0</b> 4
				Remoursement				

Payment	Payment							
<b>No.</b> 2106434	<b>Date</b> 7/30/15	Vendor Name LELAND W VANDIVER	Invoice No.	Description Description	Invoice Amount 15.64	Discount Taken 0.00	Amount Paid 15.64	Payment Total \$15.64
2100434	7/30/13	LELAND W VANDIVER	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	13.04	0.00	13.04	\$15.04
2106435	7/30/15	MARIO R NAPPI	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106436	7/30/15	MARK G PETERSEN	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,293.33	0.00	1,293.33	\$1,293.33
				Reimbursement				
2106437	7/30/15	MARK STIVERS	AUGUST 2015	Insurances - Retiree Medical - Retiree	920.12	0.00	920.12	\$920.12
				Reimbursement				
2106438	7/30/15	MARVIN A ROSE	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,693.18	0.00	1,693.18	\$1,693.18
				Reimbursement				
2106439	7/30/15	MICHAEL A CHAN	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,693.18	0.00	1,693.18	\$1,693.18
				Reimbursement				
2106440	7/30/15	MICHAEL CURRAN	AUGUST 2015	Insurances - Retiree Medical - Retiree	559.62	0.00	559.62	\$559.62
				Reimbursement				
2106441	7/30/15	MICHAEL N JONES	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106442	7/30/15	MYRIAM CASTANEDA	AUGUST 2015	Insurances - Retiree Medical - Retiree	887.01	0.00	887.01	\$887.01
				Reimbursement				
2106443	7/30/15	NANCY BOLGARD STEWARD	AUGUST 2015	Insurances - Retiree Medical - Retiree	828.28	0.00	828.28	\$828.28
				Reimbursement				
2106444	7/30/15	NANCY F JACKSON	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106445	7/30/15	OSCAR J BARBA	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106446	7/30/15	PATRICIA E CASTILLO	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106447	7/30/15	RAE BARBARA WALDMAN	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106448	7/30/15	RAYMOND C WILLIAMSON	AUGUST 2015	Insurances - Retiree Medical - Retiree	369.62	0.00	369.62	\$369.62
				Reimbursement				
2106449	7/30/15	RICHARD C GURNEY	AUGUST 2015	Insurances - Retiree Medical - Retiree	828.28	0.00	828.28	\$828.28
				Reimbursement				
2106450	7/30/15	ROBERT PATERNOSTER	AUGUST 2015	Insurances - Retiree Medical - Retiree	293.99	0.00	293.99	\$293.99
				Reimbursement				
2106451	7/30/15	ROMOLA GEORGIA	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken		Payment Total
2106452	7/30/15	RONALD DALBA	AUGUST 2015	Insurances - Retiree Medical - Retiree	570.12	0.00	570.12	\$570.12
		an a. m. a.a		Reimbursement				
2106453	7/30/15	SIMON C LEMUS	AUGUST 2015	Insurances - Retiree Medical - Retiree	1,293.33	0.00	1,293.33	\$1,293.33
				Reimbursement				
2106454	7/30/15	SONJA GUPTE	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106455	7/30/15	STEVEN D PIGOTT	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
				Reimbursement				
2106456	7/30/15	TAMMY PARKHURST	AUGUST 2015	Insurances - Retiree Medical - Retiree	723.60	0.00	723.60	\$723.60
2106455	T/20/15	THE OP OPE D PRESS ED		Reimbursement	15.61	0.00	15.61	<b>7.1</b>
2106457	7/30/15	THEODORE R BRESLER	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
2106450	7/20/15	THERESE DAY DO		Reimbursement	024.64	0.00	024.64	002464
2106458	7/30/15	THERESE BALBO	AUGUST 2015	Insurances - Retiree Medical - Retiree	834.64	0.00	834.64	\$834.64
2106450	7/20/15	THOMAS A DAISLEY		Reimbursement	15.64	0.00	15.64	017.64
2106459	7/30/15	THOMAS A BAISLEY	AUGUST 2015	Insurances - Retiree Medical - Retiree	15.64	0.00	15.64	\$15.64
2106460	7/20/15	TRACARI VI F		Reimbursement	570.12	0.00	570.12	0550.13
2106460	7/30/15	TIM CARLYLE	AUGUST 2015	Insurances - Retiree Medical - Retiree	570.12	0.00	570.12	\$570.12
2106461	7/20/15	TIM IOUNGON		Reimbursement	570.12	0.00	570.12	6570 13
2106461	7/30/15	TIM JOHNSON	AUGUST 2015	Insurances - Retiree Medical - Retiree	570.12	0.00	3/0.12	\$570.12
2106462	7/20/15	TONY J PEREZ		Reimbursement	559.62	0.00	559.62	9550 (2
2106462	7/30/15	IONI J PEREZ	AUGUST 2015	Insurances - Retiree Medical - Retiree	339.02	0.00	339.02	\$559.62
2106463	7/30/15	WILLIAM BIELINSKI		Reimbursement	585.28	0.00	585.28	\$585.28
2100403	//30/13	WILLIAM DIELINSKI	AUGUST 2015	Insurances - Retiree Medical - Retiree	383.28	0.00	363.26	\$303.20
2106464	7/30/15	WILLIAM F POWERS		Reimbursement	15.64	0.00	15.64	\$15.64
2100404	//30/13	WILLIAM FOWERS	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	13.04	0.00	13.04	\$13.04
2106465	7/30/15	WILLIAM L DISQUE	ALIGNET AND		372.42	0.00	372.42	\$372.42
2100403	7/30/13	WIELIAM E DISQUE	AUGUST 2015	Insurances - Retiree Medical - Retiree	372.42	0.00	372.42	ф3/2. <del>4</del> 2
100271338	7/29/15	AT&T	07/11 00/10/15	Reimbursement	721.01	0.00	721.01	\$721.01
1002/1336	7/27/13	Aiwi	07/11-08/10/15	Comm Equip Maintain & Repair - Materials 2	721.01	0.00	/21.01	\$721.01
100271339	7/29/15	ABILITIES UNITED INC	2	Outside Group Funding	5,154.00	0.00	5,154.00	\$5,154.00
			2	•	•		,	. ,
100271340	7/29/15	ACCESS HARDWARE	5584726-CM	Bldg Maint Matls & Supplies	-156.56	0.00	-156.56	\$113.34
			5594144-IN	Bldg Maint Matls & Supplies	269.90	0.00	269.90	
100271341	7/29/15	ACE FIRE EQUIPMENT & SERVICE CO INC	2656	Facilities Maint & Repair - Labor	182.53	0.00	182.53	\$182.53
100271342	7/29/15	ADVANCED FUEL SERVICES INC	902148-RE	Auto Maint & Repair - Labor	-1,650.00	0.00	-1,650.00	\$11,782.70

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 902149	<b>Description</b> Auto Maint & Repair - Labor	Invoice Amount 900.00	Discount Taken 0.00	Amount Paid 900.00	Payment Total
			902149	Auto Maint & Repair - Materials	204.15	0.00	204.15	
			902280	Auto Maint & Repair - Labor	-1,650.00	0.00	-1,650.00	
			902353	Auto Maint & Repair - Labor	75.00	0.00	75.00	
			902353	Auto Maint & Repair - Materials	31.45	0.00	31.45	
			902461	Auto Maint & Repair - Labor	75.00	0.00	75.00	
			902461	Auto Maint & Repair - Materials	31.45	0.00	31.45	
			902462	Auto Maint & Repair - Labor	75.00	0.00	75.00	
			902462	Auto Maint & Repair - Materials	31.45	0.00	31.45	
			902503	Auto Maint & Repair - Labor	12,800.00	0.00	12,800.00	
			902587	Auto Maint & Repair - Labor	225.00	0.00	225.00	
			902587	Auto Maint & Repair - Materials	28.05	0.00	28.05	
			902614	Auto Maint & Repair - Labor	206.25	0.00	206.25	
			902614	Auto Maint & Repair - Materials	28.05	0.00	28.05	
			902685	Auto Maint & Repair - Labor	281.25	0.00	281.25	
			902685	Auto Maint & Repair - Materials	90.60	0.00	90.60	
100271344	7/29/15	ALAMEDA CTY INFORMATION TECHNOLOGY DEPT	112-1506061	Software As a Service	1,652.12	0.00	1,652.12	\$1,652.12
100271345	7/29/15	ALETA JAMORA	803489-7337044	DED Services/Training - Books	117.55	0.00	117.55	\$117.55
100271346	7/29/15	ALPINE AWARDS INC	291386	Customized Products	263.96	0.00	263.96	\$263.96
100271347	7/29/15	AMADOR CONCRETE	0000006	Services Maintain Land Improv	2,900.00	0.00	2,900.00	\$2,900.00
100271348	7/29/15	ANDERSON BRULE ARCHITECTS INC	14.1201.1-3R	Architectural and Design Services	56,800.14	0.00	56,800.14	\$101,416.76
			14.1201.1-4	Architectural and Design Services	44,616.62	0.00	44,616.62	
100271349	7/29/15	APPLEONE EMPLOYMENT SERVICES	01-3711404	Contracts/Service Agreements	2,629.99	0.00	2,629.99	\$5,660.99
			01-3719191	Contracts/Service Agreements	3,031.00	0.00	3,031.00	
100271350	7/29/15	ARNE SIGN & DECAL CO INC	14-8428	General Supplies	4,948.13	0.00	4,948.13	\$5,169.98
			14-8432	Materials - Land Improve	221.85	0.00	221.85	
100271351	7/29/15	ARROWHEAD MOUNTAIN SPRING	05G0029664380	Food Products	6.51	0.00	6.51	\$310.95
		WATER	15G0023956113	Food Products	16.73	0.00	16.73	
			15G0024199309	Miscellaneous Services	54.23	0.00	54.23	
			15G5715636006	General Supplies	66.51	0.00	66.51	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 15G5740132005	<b>Description</b> Miscellaneous Services	Invoice Amount 14.01	Discount Taken 0.00	Amount Paid 14.01	Payment Total
			15G5740146005	Miscellaneous Services	152.96	0.00	152.96	
100271353	7/29/15	BKF ENGINEERS	15070138	Engineering Services	2,095.70	0.00	2,095.70	\$2,771.70
			150702015	Consultants	676.00	0.00	676.00	
100271354	7/29/15	BAUER COMPRESSORS INC	0000199569	Safety Equipment Maintenance & Repair	2,663.06	0.00	2,663.06	\$3,461.98
			0000199613	Safety Equipment Maintenance & Repair	798.92	0.00	798.92	
100271355	7/29/15	BAY-VALLEY PEST CONTROL INC	0191725	Services Maintain Land Improv	58.00	0.00	58.00	\$1,399.00
			0191727	Facilities Maint & Repair - Labor	86.00	0.00	86.00	
			0192006	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0192007	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0192008	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0192009	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0192010	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0192011	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0192012	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0192013	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0192014	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0192015	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0192016	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0192017	Facilities Maint & Repair - Labor	64.00	0.00	64.00	
			0192018	Facilities Maint & Repair - Labor	32.00	0.00	32.00	
			0192019	Facilities Maint & Repair - Labor	56.00	0.00	56.00	
			0192021	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0192022	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0192023	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0192024	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0192025	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0192026	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0192048	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
			0192051	Facilities Maint & Repair - Labor	58.00	0.00	58.00	
			0192063	Facilities Maint & Repair - Labor	120.00	0.00	120.00	

Payment	Payment							
<b>No.</b> 100271358	<b>Date</b> 7/29/15	Vendor Name BEST BUY	<b>Invoice No.</b> 1945697	<b>Description</b> Miscellaneous Equipment	Invoice Amount 6,838.82	Discount Taken 0.00	Amount Paid 6,838.82	Payment Total \$6,838.82
100271359	7/29/15	BIGGS CARDOSA ASSOC INC	66845	Consultants	21,041.59	0.00	21,041.59	\$21,041.59
100271360	7/29/15	BILL WILSON CENTER	4	Outside Group Funding	4,886.09	0.00	4,886.09	\$36,552.37
			JUNE2015	Long Term Rent - Sunnyvale Office Center	-2,400.00	0.00	-2,400.00	
			JUNE2015	Contracts/Service Agreements	34,066.28	0.00	34,066.28	
100271361	7/29/15	BOUND TREE MEDICAL LLC	81803113	Supplies, First Aid	1,366.80	0.00	1,366.80	\$2,701.18
			81834540	Miscellaneous Equipment	459.04	0.00	459.04	
			81839638	Supplies, First Aid	283.65	0.00	283.65	
			81844773	Supplies, First Aid	591.69	0.00	591.69	
100271362	7/29/15	BURTONS FIRE INC	S28931	Parts, Vehicles & Motor Equip	206.48	0.00	206.48	\$206.48
100271363	7/29/15	CLAP ARTS	1291	Rec Instructors/Officials	3,373.30	0.00	3,373.30	\$3,373.30
100271364	7/29/15	CPS EXECUTIVE SEARCH	SOP39178	Personnel Testing Services	1,116.50	0.00	1,116.50	\$1,116.50
100271365	7/29/15	CALPLY SAN JOSE	186450832	Bldg Maint Matls & Supplies	66.08	0.00	66.08	\$66.08
100271366	7/29/15	CALCON SYSTEMS INC	35801	Misc Equip Maint & Repair - Labor	2,427.00	0.00	2,427.00	\$8,090.00
			35802	Misc Equip Maint & Repair - Labor	1,618.00	0.00	1,618.00	
			35999	Misc Equip Maint & Repair - Labor	2,427.00	0.00	2,427.00	
			36000	Misc Equip Maint & Repair - Labor	1,618.00	0.00	1,618.00	
100271367	7/29/15	CALIFORNIA COOKING INC	7911	Equipment Rental/Lease	216.41	0.00	216.41	\$216.41
100271368	7/29/15	CALIFORNIA PRODUCT STEWARDSHIP	008-SV	General Supplies	2,383.66	0.00	2,383.66	\$3,996.72
		COUNCIL	009-SV	General Supplies	1,613.06	0.00	1,613.06	
100271369	7/29/15	CALTEST ANALYTICAL LABORATORY	545826	Water Lab Services	1,697.50	0.00	1,697.50	\$3,432.80
			545983	Water Lab Services	1,735.30	0.00	1,735.30	
100271370	7/29/15	CALTRONICS BUSINESS SYSTEMS	1820371	Equipment Rental/Lease	10,360.88	0.00	10,360.88	\$10,360.88
100271371	7/29/15	CANNON DESIGN GROUP	15119	Professional Services	3,510.00	0.00	3,510.00	\$4,725.00
			15133	Professional Services	1,215.00	0.00	1,215.00	
100271372	7/29/15	CAROLLO ENGINEERS	0141649	Professional Services	387,513.61	0.00	387,513.61	\$387,513.61
100271373	7/29/15	CATHOLIC CHARITIES OF SANTA CLARA COUNTY	2	Outside Group Funding	5,147.89	0.00	5,147.89	\$5,147.89
100271374	7/29/15	CATHOLIC CHARITIES OF SANTA CLARA COUNTY	2	Outside Group Funding	5,154.00	0.00	5,154.00	\$5,154.00
100271375	7/29/15	CENTURY GRAPHICS	42153	Clothing, Uniforms & Access	296.32	0.00	296.32	\$551.73
			42208	Clothing, Uniforms & Access	255.41	0.00	255.41	

Payment	Payment							
<b>No.</b> 100271376	<b>Date</b> 7/29/15	Vendor Name COAST COUNTIES PETERBILT	Invoice No. 0110208S	<b>Description</b> Auto Maint & Repair - Labor	Invoice Amount 250.00	Discount Taken 0.00	Amount Paid 250.00	Payment Total \$250.00
100271377	7/29/15	COAST PERSONNEL SERVICES INC	240095	Contracts/Service Agreements	943.20	0.00	943.20	\$10,880.68
			240096	Contracts/Service Agreements	870.48	0.00	870.48	
			240097	Contracts/Service Agreements	1,063.92	0.00	1,063.92	
			240098	Contracts/Service Agreements	832.00	0.00	832.00	
			240099	Contracts/Service Agreements	967.20	0.00	967.20	
			240100	Contracts/Service Agreements	967.20	0.00	967.20	
			240147	Contracts/Service Agreements	730.98	0.00	730.98	
			240148	Contracts/Service Agreements	870.48	0.00	870.48	
			240149	Contracts/Service Agreements	870.48	0.00	870.48	
			240150	Contracts/Service Agreements	830.34	0.00	830.34	
			240151	Contracts/Service Agreements	967.20	0.00	967.20	
			240152	Contracts/Service Agreements	967.20	0.00	967.20	
100271383	7/29/15	CROP PRODUCTION SERVICES INC	26878401	Materials - Land Improve	1,819.31	0.00	1,819.31	\$4,011.14
			26878404	Materials - Land Improve	467.83	0.00	467.83	
			26952300	Materials - Land Improve	1,724.00	0.00	1,724.00	
100271384	7/29/15	CU SOLUTIONS INC	0329	Miscellaneous Services	800.00	0.00	800.00	\$3,300.00
			0364	Miscellaneous Services	2,500.00	0.00	2,500.00	
100271385	7/29/15	CUBE SOLUTIONS	17170	General Supplies	353.29	0.00	353.29	\$4,859.67
			17186	Furniture	4,506.38	0.00	4,506.38	
100271386	7/29/15	DANCE FORCE LLC	1087	Rec Instructors/Officials	1,698.00	0.00	1,698.00	\$7,309.20
			1088	Rec Instructors/Officials	2,972.40	0.00	2,972.40	
			1089	Rec Instructors/Officials	2,638.80	0.00	2,638.80	
100271388	7/29/15	DEBRA CHROMCZAK	28	Services Maintain Land Improv	337.50	0.00	337.50	\$337.50
100271389	7/29/15	DOUGHERTY + DOUGHERTY	2149603	Consultants	44,022.50	0.00	44,022.50	\$84,783.50
		ARCHITECTS LLP	2149604	Consultants	40,761.00	0.00	40,761.00	
100271390	7/29/15	EOA INC	SU43-0615	Consultants	18,242.35	0.00	18,242.35	\$18,242.35
100271391	7/29/15	EORM	30669	Professional Services	5,000.00	0.00	5,000.00	\$5,530.00
			30945	Consultants	530.00	0.00	530.00	
100271392	7/29/15	ELECTRO-MOTION INC	1506265	Parts, Vehicles & Motor Equip	1,696.78	0.00	1,696.78	\$1,696.78
100271393	7/29/15	EQUIFAX INFORMATION SERVICES LLC	9218601	Investigation Expense	69.46	0.00	69.46	\$69.46

Payment	Payment							
<b>No.</b> 100271394	<b>Date</b> 7/29/15	Vendor Name ERLER & KALINOWSKI INC	Invoice No. 42	<b>Description</b> Consultants	Invoice Amount 7,958.04	Discount Taken 0.00	Amount Paid 7,958.04	Payment Total \$7,958.04
100271395	7/29/15	ESBRO	15784	Chemicals	1,274.33	0.00	1,274.33	\$1,274.33
100271396	7/29/15	FAILSAFE TESTING	7941	Safety Equipment Maintenance & Repair	402.10	0.00	402.10	\$402.10
100271397	7/29/15	FAMILY & CHILDREN SERVICES	4	Outside Group Funding	4,032.18	0.00	4,032.18	\$4,032.18
100271398	7/29/15	FIRST UNITED METHODIST CHURCH SUNNYVALE	4	Outside Group Funding	3,436.00	0.00	3,436.00	\$3,436.00
100271399	7/29/15	FOSTER BROS SECURITY SYSTEMS INC	269749	Bldg Maint Matls & Supplies	115.40	0.00	115.40	\$599.12
			270569	Bldg Maint Matls & Supplies	483.72	0.00	483.72	
100271400	7/29/15	FREEDMAN TUNG + SASAKI	1231	Professional Services	11,869.05	0.00	11,869.05	\$11,869.05
100271401	7/29/15	FRIENDS OF VISION LITERACY	2	Outside Group Funding	5,015.00	0.00	5,015.00	\$5,015.00
100271402	7/29/15	GALE ASSOC INC	1506395	Engineering Services	990.00	0.00	990.00	\$990.00
100271403	7/29/15	GALE/CENGAGE LEARNING	55469841	Library Acquisitions, Books	33.92	0.00	33.92	\$33.92
100271404	7/29/15	GARDENLAND POWER EQUIPMENT	299444	Misc Equip Maint & Repair - Materials	316.06	0.00	316.06	\$6,132.35
			299546	Misc Equip Maint & Repair - Materials	316.06	0.00	316.06	
			300180	Misc Equip Maint & Repair - Materials	69.27	0.00	69.27	
			300393	Misc Equip Maint & Repair - Materials	464.77	0.00	464.77	
			300393	General Supplies	19.51	0.00	19.51	
			301480	Misc Equip Maint & Repair - Materials	462.15	0.00	462.15	
			301480	Hand Tools	147.03	0.00	147.03	
			301484	Hand Tools	34.83	0.00	34.83	
			301523	Misc Equip Maint & Repair - Materials	316.06	0.00	316.06	
			301526	Misc Equip Maint & Repair - Materials	217.99	0.00	217.99	
			301617	Misc Equip Maint & Repair - Materials	4.25	0.00	4.25	
			301839	General Supplies	547.01	0.00	547.01	
			301842	Misc Equip Maint & Repair - Materials	1,089.96	0.00	1,089.96	
			301942	Vehicles & Motorized Equip	2,127.40	0.00	2,127.40	
100271406	7/29/15	GETINGE USA INC	2143677	Misc Equip Maint & Repair - Labor	1,324.50	0.00	1,324.50	\$1,324.50
100271407	7/29/15	GLOBAL ACCESS INC	13847	Software As a Service	236.00	0.00	236.00	\$236.00
100271408	7/29/15	GOLDEN GATE MECHANICAL INC	31187	Facilities Maint & Repair - Labor	466.00	0.00	466.00	\$5,298.00
			31187	Facilities Maint & Repair - Materials	408.00	0.00	408.00	
			3715	Bldg Maint Matls & Supplies	4,424.00	0.00	4,424.00	

Payment No. 100271409	Payment Date 7/29/15	Vendor Name GOLDEN GATE TRUCK CENTER	<b>Invoice No.</b> F005659236:01	<b>Description</b> Parts, Vehicles & Motor Equip	Invoice Amount 101.57	Discount Taken 0.00	Amount Paid 101.57	Payment Total \$110.68
			F005659931:01	Parts, Vehicles & Motor Equip	-67.97	0.00	-67.97	
			F005660974:01	Parts, Vehicles & Motor Equip	77.08	0.00	77.08	
100271410	7/29/15	GOLDER ASSOC INC	421233	Engineering Services	311.06	0.00	311.06	\$311.06
100271411	7/29/15	GOLDFARB LIPMAN ATTORNEYS	116413-RE	Legal Services	192.50	0.00	192.50	\$247.50
			116613-RE	Legal Services	55.00	0.00	55.00	
100271412	7/29/15	GOODYEAR COMMERCIAL TIRE &	189-1087891	Auto Maint & Repair - Labor	37.76	0.00	37.76	\$2,116.18
		SERVICE CTR	189-1087891	Auto Maint & Repair - Materials	19.58	0.00	19.58	
			189-1087929	General Supplies	909.31	0.00	909.31	
			189-1087996	Auto Maint & Repair - Labor	89.07	0.00	89.07	
			189-1087996	Auto Maint & Repair - Materials	4.34	0.00	4.34	
			189-1087997	Auto Maint & Repair - Labor	80.00	0.00	80.00	
			189-1087998	Auto Maint & Repair - Labor	140.00	0.00	140.00	
			189-1087998	Auto Maint & Repair - Materials	56.21	0.00	56.21	
			189-1088004	Parts, Vehicles & Motor Equip	178.02	0.00	178.02	
			189-1088075	Auto Maint & Repair - Labor	127.00	0.00	127.00	
			189-1088075	Auto Maint & Repair - Materials	474.89	0.00	474.89	
100271414	7/29/15	GORILLA METALS	181088	Materials - Land Improve	29.59	0.00	29.59	\$156.05
			181138	Materials - Land Improve	126.46	0.00	126.46	
100271415	7/29/15	GRAINGER	9748534485	Miscellaneous Equipment Parts & Supplie	s 21.51	0.00	21.51	\$21.51
100271416	7/29/15	GRANICUS INC	64882	Software As a Service	4,624.50	0.00	4,624.50	\$9,664.50
			66360	Software As a Service	5,040.00	0.00	5,040.00	
100271417	7/29/15	GRANITE CONSTRUCTION CO	829321	Materials - Land Improve	2,021.88	0.00	2,021.88	\$4,474.63
			829392	Materials - Land Improve	702.64	0.00	702.64	
			829404	Materials - Land Improve	461.32	0.00	461.32	
			832840	Materials - Land Improve	494.05	0.00	494.05	
			833646	Materials - Land Improve	794.74	0.00	794.74	
100271418	7/29/15	GRANITEROCK CO	903625	Materials - Land Improve	23,504.95	0.00	23,504.95	\$23,504.95
100271419	7/29/15	HACH CO INC	9451855	General Supplies	1,431.21	0.00	1,431.21	\$1,431.21
100271420	7/29/15	HANSON ASSOC	1512	Consultants	1,522.50	0.00	1,522.50	\$11,971.50
			1515	Consultants	1,305.00	0.00	1,305.00	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 1516	<b>Description</b> Consultants	Invoice Amount 9,144.00	Discount Taken 0.00	Amount Paid 9,144.00	Payment Total
100271422	7/29/15	HDL SOFTWARE LLC	0009967-IN	Software Licensing & Support	11,181.47	0.00	11,181.47	\$11,181.47
100271423	7/29/15	HEALTHIER KIDS FOUNDATION SANTA CLARA CO	2	Outside Group Funding	6,872.00	0.00	6,872.00	\$6,872.00
100271424	7/29/15	HYBRID COMMERCIAL PRINTING INC	25360	Printing & Related Services	429.56	0.00	429.56	\$429.56
100271425	7/29/15	HYDROSCIENCE ENGINEERS INC	262001067	Professional Services	1,765.00	0.00	1,765.00	\$1,765.00
100271426	7/29/15	IMPERIAL SPRINKLER SUPPLY	2258146-00	Materials - Land Improve	18.19	0.00	18.19	\$802.89
			2258146-01	Materials - Land Improve	166.43	0.00	166.43	
			2274915-00	Materials - Land Improve	466.98	0.00	466.98	
			2319698-00	Materials - Land Improve	151.29	0.00	151.29	
100271427	7/29/15	INDEPENDENT ELECTRIC SUPPLY INC	S102371857.001	Electrical Parts & Supplies	604.93	0.00	604.93	\$2,063.76
			S102371857.002	Electrical Parts & Supplies	963.72	0.00	963.72	
			S102377437.001	Bldg Maint Matls & Supplies	495.11	0.00	495.11	
100271428	7/29/15	INFRASTRUCTURE ENGINEERING CORP	8382	Engineering Services	5,124.04	0.00	5,124.04	\$5,124.04
100271429	7/29/15	INSERV CO INC	53767	Facilities Maint & Repair - Labor	1,436.59	0.00	1,436.59	\$1,436.59
100271430	7/29/15	INSIGHT PUBLIC SECTOR INC	1100427631	Computer Software	4,069.80	0.00	4,069.80	\$4,069.80
100271431	7/29/15	KAISER FOUNDATION HEALTH PLAN INC	248602-070815	Medical Services	21.60	0.00	21.60	\$810.00
			248602-070815	Pre-Employment Testing	228.40	0.00	228.40	
			374280-070815	Medical Services	48.40	0.00	48.40	
			374280-070815	Pre-Employment Testing	511.60	0.00	511.60	
100271432	7/29/15	KELLY MOORE PAINT CO INC	820-265474	Bldg Maint Matls & Supplies	172.06	0.00	172.06	\$172.06
100271433	7/29/15	KELLY PAPER CO	7383920	General Supplies	296.89	0.00	296.89	\$845.38
			7391660	General Supplies	548.49	0.00	548.49	
100271435	7/29/15	KOHLWEISS AUTO PARTS INC	01OJ1690	Parts, Vehicles & Motor Equip	79.58	0.00	79.58	\$376.62
			01OJ3163	Inventory Purchase	156.24	3.12	153.12	
			01OJ4224	Inventory Purchase	22.45	0.45	22.00	
			01OJ4292	Inventory Purchase	124.41	2.49	121.92	
100271436	7/29/15	L N CURTIS & SONS INC	1358952-00	Clothing, Uniforms & Access	62.53	0.00	62.53	\$5,670.91
			1359444-00	Clothing, Uniforms & Access	369.75	0.00	369.75	
			1360273-00	Clothing, Uniforms & Access	369.75	0.00	369.75	
			1360685-00	Clothing, Uniforms & Access	369.75	0.00	369.75	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 1361211-00	<b>Description</b> Clothing, Uniforms & Access	Invoice Amount 369.75	Discount Taken 0.00	Amount Paid 369.75	Payment Total
			1361215-00	Clothing, Uniforms & Access	369.75	0.00	369.75	
			1361254-00	Clothing, Uniforms & Access	369.75	0.00	369.75	
			1361305-01	Clothing, Uniforms & Access	169.65	0.00	169.65	
			1362795-00	Inventory Purchase	3,220.23	0.00	3,220.23	
100271437	7/29/15	LOZANO SUNNYVALE CAR WASH	012	Auto Maint & Repair - Labor	336.00	0.00	336.00	\$336.00
100271438	7/29/15	LUPE PEREZ	071415EXAM	DED Services/Training - Support Services	150.00	0.00	150.00	\$150.00
100271439	7/29/15	MALLORY SAFETY & SUPPLY LLC	3962641	Inventory Purchase	156.60	0.00	156.60	\$208.80
			3964943	Inventory Purchase	52.20	0.00	52.20	
100271440	7/29/15	MCMASTER CARR SUPPLY CO	35036458	Miscellaneous Equipment Parts & Supplie	s 198.37	0.00	198.37	\$489.36
			35294451	Miscellaneous Equipment Parts & Supplie	s 290.99	0.00	290.99	
100271441	7/29/15	METROPOLITAN PLANNING GROUP	2062	Professional Services	406.25	0.00	406.25	\$406.25
100271442	7/29/15	MIDWEST TAPE	93037345	Library Technology Services	833.90	0.00	833.90	\$833.90
100271443	7/29/15	MISSION VALLEY FORD TRUCK SALES INC	688947	Parts, Vehicles & Motor Equip	458.87	0.00	458.87	\$458.87
100271444	7/29/15	MOBIL SATELLITE TECHNOLOGIES	59593	Miscellaneous Services	3,100.02	0.00	3,100.02	\$3,100.02
100271445	7/29/15	MORNINGSTAR INC	092715-092616	Library Periodicals/Databases	1,130.00	0.00	1,130.00	\$1,130.00
100271446	7/29/15	MORRISONS SCHOOL SUPPLY	36736-0	General Supplies	26.59	0.00	26.59	\$26.59
100271447	7/29/15	MOUNTAIN VIEW GARDEN CENTER	78332	Materials - Land Improve	228.21	0.00	228.21	\$228.21
100271448	7/29/15	MUNICIPAL MAINTENANCE EQUIPMENT	0101611-IN	Parts, Vehicles & Motor Equip	65.30	0.00	65.30	\$1,024.29
		INC	0102540-IN	Parts, Vehicles & Motor Equip	684.33	0.00	684.33	
			0102569-IN	Parts, Vehicles & Motor Equip	274.66	0.00	274.66	
100271449	7/29/15	NAPA AUTO PARTS	186736	Parts, Vehicles & Motor Equip	2.46	0.00	2.46	\$394.29
			187300	Parts, Vehicles & Motor Equip	224.47	0.00	224.47	
			187894	Parts, Vehicles & Motor Equip	62.72	0.00	62.72	
			188032	Parts, Vehicles & Motor Equip	57.68	0.00	57.68	
			188033	Parts, Vehicles & Motor Equip	46.96	0.00	46.96	
100271450	7/29/15	ORLANDI TRAILER INC	143931	Parts, Vehicles & Motor Equip	24.89	0.00	24.89	\$24.89
100271451	7/29/15	OTIS ELEVATOR COMPANY	SJ31231001	Facilities Maint & Repair - Labor	546.83	0.00	546.83	\$5,540.83
			SJ31321001	Facilities Maint & Repair - Labor	1,365.00	0.00	1,365.00	
			SJ31322001	Facilities Maint & Repair - Labor	3,629.00	0.00	3,629.00	

Payment	Payment							
<b>No.</b> 100271452	<b>Date</b> 7/29/15	Vendor Name OUTREACH & ESCORT INC	Invoice No. 4	<b>Description</b> Outside Group Funding	Invoice Amount 6,504.00	Discount Taken 0.00	Amount Paid 6,504.00	Payment Total \$6,504.00
100271453	7/29/15	P&R PAPER SUPPLY CO INC	30042899-00	Inventory Purchase	805.13	0.00	805.13	\$2,135.41
			30043122-00	Inventory Purchase	211.87	0.00	211.87	
			30043528-00	Inventory Purchase	1,118.41	0.00	1,118.41	
100271454	7/29/15	PAYFLEX SYSTEMS USA INC	128934-695268	Insurances - Depend Care & Health Care Rmb Admin Fees	635.50	0.00	635.50	\$635.50
100271455	7/29/15	PMC	43617	Professional Services	6,161.25	0.00	6,161.25	\$11,680.89
			43629	Professional Services	1,519.64	0.00	1,519.64	
			43630	Professional Services	4,000.00	0.00	4,000.00	
100271456	7/29/15	PR DIAMOND PRODUCTS INC	0037305-IN	Miscellaneous Equipment Parts & Supplie	es 3,389.00	0.00	3,389.00	\$3,389.00
100271457	7/29/15	PAN ASIAN PUBLICATIONS INC	U-14530	Library Acquisitions, Books	306.71	0.00	306.71	\$1,646.13
			U-14531	Library Acquisitions, Books	1,339.42	0.00	1,339.42	
100271458	7/29/15	PATSONS MEDIA GROUP	174540	Printing & Related Services	244.69	0.00	244.69	\$244.69
100271459	7/29/15	PENINSULA BATTERY INC	112759	Inventory Purchase	528.26	0.00	528.26	\$528.26
100271460	7/29/15	PEOPLES ASSOC STRUCTURAL	27228	Professional Services	14,616.00	0.00	14,616.00	\$15,016.00
		ENGINEERS INC	27289	Professional Services	400.00	0.00	400.00	
100271461	7/29/15	PETERSON POWER SYSTEMS INC	SB240011866	Misc Equip Maint & Repair - Labor	-4,719.45	0.00	-4,719.45	\$4,354.35
			SB240011869	Misc Equip Maint & Repair - Labor	-5,010.97	0.00	-5,010.97	
			SW240122735	Misc Equip Maint & Repair - Labor	4,719.45	0.00	4,719.45	
			SW240124747	Misc Equip Maint & Repair - Labor	5,010.97	0.00	5,010.97	
			SW240124802	Misc Equip Maint & Repair - Labor	2,063.38	0.00	2,063.38	
			SW240124802	Misc Equip Maint & Repair - Materials	2,290.97	0.00	2,290.97	
100271462	7/29/15	PETERSON TRUCKS	420461P	Parts, Vehicles & Motor Equip	237.95	0.00	237.95	\$237.95
100271463	7/29/15	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	5169	Vehicles & Motorized Equip	520.00	0.00	520.00	\$520.00
100271464	7/29/15	R E P NUT N BOLT GUY	26715	Inventory Purchase	149.54	0.00	149.54	\$149.54
100271465	7/29/15	RASH CURTIS & ASSOC	662700000218	Financial Services	95.60	0.00	95.60	\$95.60
100271466	7/29/15	RAYVERN LIGHTING SUPPLY CO INC	33738-1	Inventory Purchase	431.74	0.00	431.74	\$3,019.62
			34506-0	Inventory Purchase	969.88	0.00	969.88	
			34507-0	Inventory Purchase	1,618.00	0.00	1,618.00	
100271467	7/29/15	REGISTRAR OF VOTERS	INV-16-002	Election Services	3,085.00	0.00	3,085.00	\$3,085.00
100271468	7/29/15	ROYAL BRASS INC	767094-001	Parts, Vehicles & Motor Equip	74.76	0.00	74.76	\$74.76

Payment	Payment							
<b>No.</b> 100271469	<b>Date</b> 7/29/15	<b>Vendor Name</b> ROYAL COACH TOURS INC	Invoice No. 5133	<b>Description</b> Travel Related Services	Invoice Amount 1,028.60	Discount Taken 0.00	Amount Paid 1,028.60	Payment Total \$1,028.60
100271470	7/29/15	SC FUELS	2816811	Inventory Purchase	23,144.25	0.00	23,144.25	\$23,144.25
100271471	7/29/15	SAFEWAY INC	725912-072215	Food Products	2.72	0.00	2.72	\$63.12
			725912-072215	General Supplies	10.97	0.00	10.97	
			803172-071515	General Supplies	49.43	0.00	49.43	
100271473	7/29/15	SENIOR ADULTS LEGAL ASSISTANCE	2014-15-02	Outside Group Funding	4,753.89	0.00	4,753.89	\$4,753.89
100271474	7/29/15	SIERRA PACIFIC TURF SUPPLY INC	0456441-IN	Materials - Land Improve	1,145.81	0.00	1,145.81	\$1,145.81
100271475	7/29/15	SILICON VALLEY INDEPENDENT LIVING CTR	2014-02	Outside Group Funding	4,696.00	0.00	4,696.00	\$4,696.00
100271476	7/29/15	STUDIO EM GRAPHIC DESIGN	15766	Graphics Services	81.56	0.00	81.56	\$1,087.50
			15767	Graphics Services	489.38	0.00	489.38	
			15769	Graphics Services	516.56	0.00	516.56	
100271477	7/29/15	SUNGARD PUBLIC SECTOR INC	103078	Software Licensing & Support	75,722.80	0.00	75,722.80	\$73,662.80
			104538	Software Licensing & Support	73,662.80	0.00	73,662.80	
			104539	Software Licensing & Support	-75,722.80	0.00	-75,722.80	
100271478	7/29/15	SUNNYVALE COMMUNITY SERVICES	4	Outside Group Funding	77,985.98	0.00	77,985.98	\$77,985.98
100271479	7/29/15	SUNNYVALE FORD	446954	Parts, Vehicles & Motor Equip	372.52	0.00	372.52	\$950.91
			447325	Inventory Purchase	550.10	0.00	550.10	
			447395	Parts, Vehicles & Motor Equip	28.29	0.00	28.29	
100271480	7/29/15	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DENTAL0815	Insurances - Dental	28,531.65	0.00	28,531.65	\$28,531.65
100271481	7/29/15	SUNNYVALE TOWING INC	289774	Vehicle Towing Services	100.00	0.00	100.00	\$100.00
100271482	7/29/15	SUNNYVALE WINDUSTRIAL CO INC	643863 01	Miscellaneous Equipment Parts & Supplie	es 183.23	0.00	183.23	\$888.85
			646266 00	Bldg Maint Matls & Supplies	23.76	0.00	23.76	
			646380 00	Miscellaneous Equipment Parts & Supplie	es 494.04	0.00	494.04	
			646414 00	General Supplies	31.85	0.00	31.85	
			646437 00	Bldg Maint Matls & Supplies	119.97	0.00	119.97	
			646449 00	General Supplies	36.00	0.00	36.00	
100271483	7/29/15	SUPPLYWORKS	1655869-01	Inventory Purchase	2,514.30	0.00	2,514.30	\$6,882.34
			1666209-00	Inventory Purchase	134.57	0.00	134.57	
			1668860-00	Inventory Purchase	3,974.04	0.00	3,974.04	
			1670033-00	Inventory Purchase	259.43	0.00	259.43	

Payment	Payment							
<b>No.</b> 100271484	<b>Date</b> 7/29/15	Vendor Name SWINERTON MANAGEMENT &	Invoice No. 14100033-011	<b>Description</b> Consultants	Invoice Amount 1,560.00	Discount Taken 0.00	Amount Paid 1,560.00	Payment Total \$2,600.00
		CONSULTING	14100033-012	Consultants	1,040.00	0.00	1,040.00	
100271485	7/29/15	THE HEALTH TRUST	4	Outside Group Funding	10,307.00	0.00	10,307.00	\$10,307.00
100271486	7/29/15	THYSSENKRUPP ELEVATOR CORP	5000361498	Facilities Maint & Repair - Labor	451.00	0.00	451.00	\$451.00
100271487	7/29/15	TURF & INDUSTRIAL EQUIPMENT CO	IV12393	Parts, Vehicles & Motor Equip	29.67	0.00	29.67	\$16,012.46
			UI15369	Vehicles & Motorized Equip	15,982.79	0.00	15,982.79	
100271488	7/29/15	TURF STAR INC	6902667-00	Parts, Vehicles & Motor Equip	267.02	0.00	267.02	\$308.97
			6902669-00	Parts, Vehicles & Motor Equip	41.95	0.00	41.95	
100271489	7/29/15	UNITED RENTALS	129288920-001	Equipment Rental/Lease	2,458.85	0.00	2,458.85	\$2,458.85
100271490	7/29/15	VERIZON WIRELESS	9748692781	Utilities - Mobile Phones - City Mobile Phones	173.55	0.00	173.55	\$173.55
100271491	7/29/15	WAUKESHA PEARCE INDUSTRIES	09115654	Misc Equip Maint & Repair - Labor	5,850.00	0.00	5,850.00	\$10,800.47
			09115654	Misc Equip Maint & Repair - Materials	4,950.47	0.00	4,950.47	
100271492	7/29/15	WAXIE SANITARY SUPPLY	75407584	Inventory Purchase	344.52	0.00	344.52	\$344.52
100271493	7/29/15	WEST VALLEY COMMUNITY SERVICES	1	Outside Group Funding	5,096.00	0.00	5,096.00	\$9,817.00
			2	Outside Group Funding	4,721.00	0.00	4,721.00	
100271494	7/29/15	WESTERN STATES TOOL & SUPPLY CORP	062921A	Inventory Purchase	307.55	0.00	307.55	\$795.95
			063468	Inventory Purchase	488.40	0.00	488.40	
100271495	7/29/15	WILSEY HAM	10012	Consultants	162.00	0.00	162.00	\$3,042.00
			10084	Consultants	2,880.00	0.00	2,880.00	
100271496	7/29/15	WOMEN LEADING GOVERNMENT	SANTANA15-16	Membership Fees	50.00	0.00	50.00	\$50.00
100271497	7/29/15	YWCA OF SILICON VALLEY	1	Outside Group Funding	3,410.70	0.00	3,410.70	\$15,217.00
			2	Outside Group Funding	3,424.01	0.00	3,424.01	
			3	Outside Group Funding	3,399.27	0.00	3,399.27	
			4	Outside Group Funding	4,983.02	0.00	4,983.02	
100271498	7/29/15	ZEP MANUFACTURING CO	9001739556	Chemicals	1,681.33	0.00	1,681.33	\$1,681.33
100271499	7/29/15	WAITER.COM INC	F0722485177	Food Products	70.66	0.00	70.66	\$70.66
100271500	7/29/15	ALBERT J SCOTT	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	80.12	0.00	80.12	\$80.12
100271501	7/29/15	ANN DURKES	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	1.36	0.00	1.36	\$1.36
100271502	7/29/15	CHARLES J SCHWABE						\$15.64

**LIST # 775** 

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# List of All Claims and Bills Approved for Payment For Payments Dated 7/26/2015 through 8/1/2015

Payment No.	Payment Date	Vendor Name
140.	Date	vendor ivame
100271503	7/29/15	CHARLES S EANEFF JR
100271504	7/29/15	DEAN CHU
100271505	7/29/15	DEAN S RUSSELL
100271506 100271507	7/29/15 7/29/15	DOUGLAS MCCONNELL G&K SERVICES

Invoice No. AUGUST 2015	<b>Description</b> Insurances - Retiree Medical - Retiree Reimbursement	Invoice Amount 15.64	Discount Taken 0.00	Amount Paid 15.64	Payment Total
AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	828.28	0.00	828.28	\$828.28
AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	850.09	0.00	850.09	\$850.09
AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	1,382.09	0.00	1,382.09	\$1,382.09
082715DAYTRIP	Excursions	400.00	0.00	400.00	\$400.00
1083689167	Laundry & Cleaning Services	6.01	0.00	6.01	\$9,281.61
1083689168	Laundry & Cleaning Services	39.47	0.00	39.47	
1083689169	Laundry & Cleaning Services	65.99	0.00	65.99	
1083689170	Laundry & Cleaning Services	274.47	0.00	274.47	
1083689173	Laundry & Cleaning Services	127.54	0.00	127.54	
1083689174	Laundry & Cleaning Services	17.60	0.00	17.60	
1083689175	Laundry & Cleaning Services	9.64	0.00	9.64	
1083689176	Laundry & Cleaning Services	131.40	0.00	131.40	
1083689177	Laundry & Cleaning Services	208.59	0.00	208.59	
1083689178	Laundry & Cleaning Services	10.91	0.00	10.91	
1083689179	Laundry & Cleaning Services	3.74	0.00	3.74	
1083689180	Laundry & Cleaning Services	51.78	0.00	51.78	
1083691011	Laundry & Cleaning Services	6.01	0.00	6.01	
1083691012	Laundry & Cleaning Services	39.47	0.00	39.47	
1083691013	Laundry & Cleaning Services	66.30	0.00	66.30	
1083691014	Laundry & Cleaning Services	285.14	0.00	285.14	
1083691017	Laundry & Cleaning Services	127.22	0.00	127.22	
1083691018	Laundry & Cleaning Services	17.60	0.00	17.60	
1083691019	Laundry & Cleaning Services	9.64	0.00	9.64	
1083691020	Laundry & Cleaning Services	131.06	0.00	131.06	
1083691021	Laundry & Cleaning Services	210.46	0.00	210.46	
1083691022	Laundry & Cleaning Services	12.06	0.00	12.06	
1083691023	Laundry & Cleaning Services	3.74	0.00	3.74	

**LIST # 775** 

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### List of All Claims and Bills Approved for Payment For Payments Dated 7/26/2015 through 8/1/2015

**Sorted by Payment Number** 

**Payment Payment** Date No. Vendor Name

Invoice No.	Description	Invoice Amount D	iscount Taken	Amount Paid	Payment Total
1083691024	Laundry & Cleaning Services	51.78	0.00	51.78	
1083692906	Laundry & Cleaning Services	18.15	0.00	18.15	
1083692907	Laundry & Cleaning Services	6.20	0.00	6.20	
1083692908	Laundry & Cleaning Services	40.71	0.00	40.71	
1083692909	Laundry & Cleaning Services	10.12	0.00	10.12	
1083692910	Laundry & Cleaning Services	67.38	0.00	67.38	
1083692913	Laundry & Cleaning Services	296.59	0.00	296.59	
1083692914	Laundry & Cleaning Services	143.33	0.00	143.33	
1083692916	Laundry & Cleaning Services	134.22	0.00	134.22	
1083692917	Laundry & Cleaning Services	12.06	0.00	12.06	
1083692918	Laundry & Cleaning Services	3.74	0.00	3.74	
1083692919	Laundry & Cleaning Services	53.32	0.00	53.32	
1083692920	Laundry & Cleaning Services	216.55	0.00	216.55	
1083694775	Laundry & Cleaning Services	18.15	0.00	18.15	
1083694776	Laundry & Cleaning Services	6.20	0.00	6.20	
1083694777	Laundry & Cleaning Services	40.71	0.00	40.71	
1083694778	Laundry & Cleaning Services	10.12	0.00	10.12	
1083694779	Laundry & Cleaning Services	67.38	0.00	67.38	
1083694782	Laundry & Cleaning Services	296.59	0.00	296.59	
1083694783	Laundry & Cleaning Services	174.78	0.00	174.78	
1083694786	Laundry & Cleaning Services	134.22	0.00	134.22	
1083694787	Laundry & Cleaning Services	12.06	0.00	12.06	
1083694788	Laundry & Cleaning Services	3.74	0.00	3.74	
1083694789	Laundry & Cleaning Services	79.67	0.00	79.67	
1083694790	Laundry & Cleaning Services	216.55	0.00	216.55	
1083696663	Laundry & Cleaning Services	18.15	0.00	18.15	
1083696664	Laundry & Cleaning Services	6.20	0.00	6.20	
1083696665	Laundry & Cleaning Services	40.71	0.00	40.71	
1083696666	Laundry & Cleaning Services	10.12	0.00	10.12	
1083696667	Laundry & Cleaning Services	67.38	0.00	67.38	
1083696670	Laundry & Cleaning Services	296.59	0.00	296.59	

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

For Payments Dated 7/26/2015 through 8/1/2015

Payment	Payment	
No.	Date	Vendor Name

Description Laundry & Cleaning Services	Invoice Amount 146.61	Discount Taken 0.00	Amount Paid 146.61	Payment Total
Laundry & Cleaning Services	134.22	0.00	134.22	
Laundry & Cleaning Services	12.06	0.00	12.06	
Laundry & Cleaning Services	53.32	0.00	53.32	
Laundry & Cleaning Services	216.55	0.00	216.55	
Laundry & Cleaning Services	3.74	0.00	3.74	
Laundry & Cleaning Services	18.15	0.00	18.15	
Laundry & Cleaning Services	6.20	0.00	6.20	
Laundry & Cleaning Services	184.91	0.00	184.91	
Laundry & Cleaning Services	9.95	0.00	9.95	
Laundry & Cleaning Services	67.51	0.00	67.51	
Laundry & Cleaning Services	296.59	0.00	296.59	
Laundry & Cleaning Services	146.61	0.00	146.61	
Laundry & Cleaning Services	134.46	0.00	134.46	
Laundry & Cleaning Services	12.06	0.00	12.06	
Laundry & Cleaning Services	3.74	0.00	3.74	
Laundry & Cleaning Services	53.69	0.00	53.69	
Laundry & Cleaning Services	216.14	0.00	216.14	
Laundry & Cleaning Services	18.15	0.00	18.15	
Laundry & Cleaning Services	6.20	0.00	6.20	
Laundry & Cleaning Services	40.71	0.00	40.71	
Laundry & Cleaning Services	9.95	0.00	9.95	
Laundry & Cleaning Services	67.51	0.00	67.51	
Laundry & Cleaning Services	296.59	0.00	296.59	
Laundry & Cleaning Services	146.61	0.00	146.61	
Laundry & Cleaning Services	155.17	0.00	155.17	
Laundry & Cleaning Services	12.06	0.00	12.06	
Laundry & Cleaning Services	3.74	0.00	3.74	
Laundry & Cleaning Services	53.69	0.00	53.69	
Laundry & Cleaning Services	216.14	0.00	216.14	
Laundry & Cleaning Services	18.15	0.00	18.15	
	Laundry & Cleaning Services	Laundry & Cleaning Services  Laundry & Cleaning Services	71         Laundry & Cleaning Services         146.61         0.00           74         Laundry & Cleaning Services         134.22         0.00           75         Laundry & Cleaning Services         12.06         0.00           77         Laundry & Cleaning Services         53.32         0.00           78         Laundry & Cleaning Services         216.55         0.00           79         Laundry & Cleaning Services         3.74         0.00           35         Laundry & Cleaning Services         18.15         0.00           36         Laundry & Cleaning Services         6.20         0.00           37         Laundry & Cleaning Services         184.91         0.00           38         Laundry & Cleaning Services         9.95         0.00           39         Laundry & Cleaning Services         67.51         0.00           42         Laundry & Cleaning Services         296.59         0.00           43         Laundry & Cleaning Services         146.61         0.00           44         Laundry & Cleaning Services         12.06         0.00           48         Laundry & Cleaning Services         12.06         0.00           49         Laundry & Cleaning Services         18.15         <	71         Laundry & Cleaning Services         146.61         0.00         146.61           74         Laundry & Cleaning Services         134.22         0.00         134.22           75         Laundry & Cleaning Services         12.06         0.00         12.06           77         Laundry & Cleaning Services         53.32         0.00         53.32           78         Laundry & Cleaning Services         216.55         0.00         216.55           79         Laundry & Cleaning Services         3.74         0.00         3.74           35         Laundry & Cleaning Services         18.15         0.00         18.15           36         Laundry & Cleaning Services         6.20         0.00         6.20           37         Laundry & Cleaning Services         9.95         0.00         9.95           38         Laundry & Cleaning Services         67.51         0.00         67.51           42         Laundry & Cleaning Services         296.59         0.00         296.59           43         Laundry & Cleaning Services         146.61         0.00         126.61           46         Laundry & Cleaning Services         134.46         0.00         134.46           47         Laundry & Cleaning Se

Payment	Payment							
No.	Date	Vendor Name	<b>Invoice No.</b> 1083702331	<b>Description</b> Laundry & Cleaning Services	Invoice Amount 6.20	Discount Taken 0.00	Amount Paid 6.20	Payment Total
			1083702332	Laundry & Cleaning Services	40.71	0.00	40.71	
			1083702333	Laundry & Cleaning Services	9.95	0.00	9.95	
			1083702334	Laundry & Cleaning Services	67.51	0.00	67.51	
			1083702337	Laundry & Cleaning Services	323.10	0.00	323.10	
			1083702338	Laundry & Cleaning Services	209.98	0.00	209.98	
			1083702341	Laundry & Cleaning Services	135.09	0.00	135.09	
			1083702342	Laundry & Cleaning Services	12.06	0.00	12.06	
			1083702343	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083702344	Laundry & Cleaning Services	53.69	0.00	53.69	
			1083702345	Laundry & Cleaning Services	216.14	0.00	216.14	
			1083704258	Laundry & Cleaning Services	18.15	0.00	18.15	
			1083704259	Laundry & Cleaning Services	6.20	0.00	6.20	
			1083704260	Laundry & Cleaning Services	40.71	0.00	40.71	
			1083704261	Laundry & Cleaning Services	9.95	0.00	9.95	
			1083704262	Laundry & Cleaning Services	67.51	0.00	67.51	
			1083704265	Laundry & Cleaning Services	296.59	0.00	296.59	
			1083704266	Laundry & Cleaning Services	173.12	0.00	173.12	
			1083704269	Laundry & Cleaning Services	135.09	0.00	135.09	
			1083704270	Laundry & Cleaning Services	12.06	0.00	12.06	
			1083704271	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083704272	Laundry & Cleaning Services	53.69	0.00	53.69	
			1083704273	Laundry & Cleaning Services	216.14	0.00	216.14	
100271518	7/29/15	GAIL SWEGLES	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	138.38	0.00	138.38	\$138.38
100271519	7/29/15	HIGH LINE CORP	18693	Software Licensing & Support	49,125.00	0.00	49,125.00	\$49,125.00
100271520	7/29/15	MARK ROGGE	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	206.99	0.00	206.99	\$206.99
100271521	7/29/15	MARSHA POLLAK	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	15.64	0.00	15.64	\$15.64
100271522	7/29/15	MAYVIEW COMMUNITY HEALTH CENTER	4	Outside Group Funding	15,217.00	0.00	15,217.00	\$15,217.00
100271523	7/29/15	OFFICEMAX CONTRACT INC						\$5,392.67

City of Sunnyvale

### **LIST # 775**

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## List of All Claims and Bills Approved for Payment For Payments Dated 7/26/2015 through 8/1/2015

**Sorted by Payment Number** 

**Payment Payment** No. Date Vendor Name

Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
00676907022015	Supplies, Office 1	106.21	0.00	106.21	
01839007062015	Supplies, Office 1	43.08	0.00	43.08	
01952607062015	Inventory Purchase	192.68	0.00	192.68	
02509007062015	Supplies, Office 1	64.44	0.00	64.44	
03535207072015	Supplies, Office 1	68.48	0.00	68.48	
03873007072015	Supplies, Office 1	74.18	0.00	74.18	
04123907072015	Supplies, Office 1	351.65	0.00	351.65	
05065307082015	Supplies, Office 1	220.28	0.00	220.28	
05066707082015	Supplies, Office 1	115.88	0.00	115.88	
05068507082015	Supplies, Office 1	108.14	0.00	108.14	
05327707082015	Supplies, Office 1	68.24	0.00	68.24	
06004307092015	Supplies, Office 1	60.36	0.00	60.36	
06057607092015	Supplies, Office 1	28.66	0.00	28.66	
06241907092015	Supplies, Office 1	82.09	0.00	82.09	
06682407092015	Supplies, Office 1	42.51	0.00	42.51	
06752107132015	Supplies, Office 1	54.36	0.00	54.36	
06848307092015	Supplies, Office 1	156.55	0.00	156.55	
06884007092015	Supplies, Office 1	44.43	0.00	44.43	
07176007092015	Supplies, Office 1	96.49	0.00	96.49	
07786907102015	Supplies, Office 1	70.61	0.00	70.61	
07865607102015	Supplies, Office 1	900.07	0.00	900.07	
08316807102015	Supplies, Office 1	58.34	0.00	58.34	
08380707102015	Supplies, Office 1	375.76	0.00	375.76	
08594107132015	Supplies, Office 1	-16.69	0.00	-16.69	
08600107102015	Supplies, Office 1	128.02	0.00	128.02	
09107207132015	Supplies, Office 1	79.58	0.00	79.58	
09813707132015	Supplies, Office 1	65.42	0.00	65.42	
09895907132015	Supplies, Office 1	54.32	0.00	54.32	
09989107132015	Supplies, Office 1	95.36	0.00	95.36	
10531407142015	Supplies, Office 1	55.67	0.00	55.67	
11230807142015	Supplies, Office 1	82.35	0.00	82.35	

Payment	Payment							
No.	Date	Vendor Name	<b>Invoice No.</b> 11437507142015	<b>Description</b> Supplies, Office 1	Invoice Amount 123.28	Discount Taken 0.00	Amount Paid 123.28	Payment Total
			56784907012015	Supplies, Office 1	144.15	0.00	144.15	
			58268507012015	Supplies, Office 1	32.38	0.00	32.38	
			67022507012015	Supplies, Office 1	15.20	0.00	15.20	
			73267807012015	Supplies, Office 1	3.81	0.00	3.81	
			75432007022015	Supplies, Office 1	65.53	0.00	65.53	
			87323507142015	Supplies, Office 1	11.20	0.00	11.20	
			97276407022015	Supplies, Office 1	-184.86	0.00	-184.86	
			97321307012015	Supplies, Office 1	68.14	0.00	68.14	
			98262407022015	Supplies, Office 1	10.18	0.00	10.18	
			98263307022015	Supplies, Office 1	22.80	0.00	22.80	
			98425107012015	Supplies, Office 1	48.72	0.00	48.72	
			98475007022015	Supplies, Office 1	42.65	0.00	42.65	
			99206207012015	Supplies, Office 1	448.47	0.00	448.47	
			99207707012015	Supplies, Office 1	34.97	0.00	34.97	
			99534807082015	Supplies, Office 1	7.07	0.00	7.07	
			99831407012015	Supplies, Office 1	55.54	0.00	55.54	
			99843407012015	Supplies, Office 1	11.12	0.00	11.12	
			99845807022015	Supplies, Office 1	7.50	0.00	7.50	
			99899907012015	Supplies, Office 1	299.59	0.00	299.59	
			99935507012015	Supplies, Office 1	168.22	0.00	168.22	
			99948307022015	Supplies, Office 1	16.29	0.00	16.29	
			99987907082015	Supplies, Office 1	13.20	0.00	13.20	
100271528	7/29/15	ROBERT A WALKER	AUGUST 2015	Insurances - Retiree Medical - Retiree Reimbursement	1,693.18	0.00	1,693.18	\$1,693.18
100271529	7/29/15	SANTA CLARA COUNTY MENTAL HEALTH DEPT	TBRACTY14/15-	Contracts/Service Agreements	3,727.54	0.00	3,727.54	\$56,979.54
			TBRACTY14/15-	Outside Group Funding	53,252.00	0.00	53,252.00	
100271530	7/29/15	LANA ARELLANO	280872	Refund Recreation Fees	301.00	0.00	301.00	\$301.00
100271531	7/31/15	AT&T	0601914689	Utilities - Telephone	367.41	0.00	367.41	\$367.41
100271532	7/31/15	ACOUSTIBLOK INC	10013945	Materials - Land Improve	7,762.53	0.00	7,762.53	\$7,762.53

Payment							
<b>Date</b> 7/31/15	Vendor Name AIRGAS USA LLC	<b>Invoice No.</b> 9928422276	<b>Description</b> General Supplies	Invoice Amount 217.94	Discount Taken 0.00	Amount Paid 217.94	Payment Total \$217.94
7/31/15	APPLE INC	4345908927	DED Equipment Replacement	1,456.16	0.00	1,456.16	\$1,456.16
7/31/15	ARROWHEAD MOUNTAIN SPRING	15G0025819772	General Supplies	39.23	0.00	39.23	\$141.19
	WATER	15G5727863010	General Supplies	58.48	0.00	58.48	
		15G5740142004	General Supplies	43.48	0.00	43.48	
7/31/15	AVERY ASSOC INC	1367	Professional Services	4,124.58	0.00	4,124.58	\$7,718.99
		1368	Professional Services	3,594.41	0.00	3,594.41	
7/31/15	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005468840	Advertising Services	82.00	0.00	82.00	\$82.00
7/31/15	BILL WILSON CENTER	063015	Customer Loans Disbursed	11,257.00	0.00	11,257.00	\$11,257.00
7/31/15	BUCKLES-SMITH ELECTRIC CO	1448141-05	Electrical Parts & Supplies	488.75	0.00	488.75	\$488.75
7/31/15	CSG CONSULTANTS INC	030398	Engineering Services	10,112.00	0.00	10,112.00	\$10,112.00
7/31/15	CHEMSEARCH	1965562	General Supplies	150.65	0.00	150.65	\$150.65
7/31/15	COUNTY OF SANTA CLARA PROBATION DEPT	1800047352	General Supplies	432.00	0.00	432.00	\$432.00
7/31/15	CYBERSOURCE CORP	235955848766	Software As a Service	17.46	0.00	17.46	\$17.46
7/31/15	DTN ENGINEERS INC	389.01	Engineering Services	38,227.14	0.00	38,227.14	\$38,227.14
7/31/15	EMPIRE SAFETY & SUPPLY	0073518-IN	Inventory Purchase	321.95	0.00	321.95	\$321.95
7/31/15	ESBRO	16049	Chemicals	247.96	0.00	247.96	\$247.96
7/31/15	ESPINOZA TREE SERVICE	224	Facilities Maint & Repair - Labor	3,950.00	0.00	3,950.00	\$3,950.00
7/31/15	EWING IRRIGATION PRODUCTS INC	9979408	Materials - Land Improve	1,428.53	0.00	1,428.53	\$1,428.53
7/31/15	FEDERAL EXPRESS CORP	5-091-93078	Mailing & Delivery Services	4.56	0.00	4.56	\$9.25
		5-097-99503	Mailing & Delivery Services	4.69	0.00	4.69	
7/31/15	GALE/CENGAGE LEARNING	55507662	Library Acquisitions, Books	116.56	0.00	116.56	\$147.00
		55514976	Library Acquisitions, Books	30.44	0.00	30.44	
7/31/15	GARDENLAND POWER EQUIPMENT	301851	Misc Equip Maint & Repair - Materials	446.83	0.00	446.83	\$926.39
		303481	Misc Equip Maint & Repair - Materials	479.56	0.00	479.56	
7/31/15	GOLDEN GATE TRUCK CENTER	F005661377:01	Parts, Vehicles & Motor Equip	183.28	0.00	183.28	\$310.78
		F005661653:01	Parts, Vehicles & Motor Equip	127.50	0.00	127.50	
7/31/15	GOODYEAR COMMERCIAL TIRE &	189-1088152	Parts, Vehicles & Motor Equip	283.01	0.00	283.01	\$4,634.55
	SERVICE CTR	189-1088158	Parts, Vehicles & Motor Equip	684.73	0.00	684.73	
		189-1088161	Inventory Purchase	3,666.81	0.00	3,666.81	
	Date 7/31/15	Date 7/31/15 AIRGAS USA LLC 7/31/15 APPLE INC 7/31/15 ARROWHEAD MOUNTAIN SPRING WATER  7/31/15 AVERY ASSOC INC  7/31/15 BAY AREA NEWS GROUP DIGITAL FIRST MEDIA 7/31/15 BILL WILSON CENTER 7/31/15 BUCKLES-SMITH ELECTRIC CO 7/31/15 CSG CONSULTANTS INC 7/31/15 CHEMSEARCH 7/31/15 CYBERSOURCE CORP 7/31/15 DTN ENGINEERS INC 7/31/15 EMPIRE SAFETY & SUPPLY 7/31/15 ESBRO 7/31/15 ESPINOZA TREE SERVICE 7/31/15 FEDERAL EXPRESS CORP  7/31/15 GALE/CENGAGE LEARNING  7/31/15 GOLDEN GATE TRUCK CENTER	Date /7/31/15         Vendor Name AIRGAS USA LLC         Invoice No.           7/31/15         AIRGAS USA LLC         9928422276           7/31/15         APPLE INC         4345908927           7/31/15         ARROWHEAD MOUNTAIN SPRING         15G0025819772           WATER         15G5727863010           15G5740142004         1367           7/31/15         AVERY ASSOC INC         1367           1368         1368           7/31/15         BAY AREA NEWS GROUP DIGITAL FIRST MEDIA         0005468840           MEDIA         0005468840           7/31/15         BILL WILSON CENTER         063015           7/31/15         BUCKLES-SMITH ELECTRIC CO         1448141-05           7/31/15         CSG CONSULTANTS INC         030398           7/31/15         COUNTY OF SANTA CLARA PROBATION         1800047352           DEPT         235955848766           7/31/15         CYBERSOURCE CORP         235955848766           7/31/15         DTN ENGINEERS INC         389.01           7/31/15         EMPIRE SAFETY & SUPPLY         0073518-IN           7/31/15         ESPRO         16049           7/31/15         ESPINOZA TREE SERVICE         224           7/31/15         GALE/CENGAGE LE	Date /7311/15         Vendor Name AIRGAS USA LLC         Invoice No. 9928422276         Description           7/31/15         APPLE INC         4345908927         DED Equipment Replacement           7/31/15         ARROWHEAD MOUNTAIN SPRING         15G0025819772         General Supplies           WATER         15G5727863010         General Supplies           7/31/15         AVERY ASSOC INC         1367         Professional Services           7/31/15         BAY AREA NEWS GROUP DIGITAL FIRST         0005468840         Advertising Services           7/31/15         BILL WILSON CENTER         063015         Customer Loans Disbursed           7/31/15         BUCKLES-SMITH ELECTRIC CO         1448141-05         Electrical Parts & Supplies           7/31/15         CSG CONSULTANTS INC         030398         Engineering Services           7/31/15         CHEMSEARCH         1965562         General Supplies           7/31/15         CYBERSOURCE CORP         235955848766         Software As a Service           7/31/15         DTN ENGINEERS INC         389.01         Engineering Services           7/31/15         EMPIRE SAFETY & SUPPLY         0073518-IN         Inventory Purchase           7/31/15         ESBRO         16049         Chemicals           7/31/15         EV	Pate (731115)         Vendor Name (1179)         Invoice No. (9928422276)         Description (2017)         Invoice Amount (2017)           7/31/15 (73115)         ARROAS USA LLC         9928422276         General Supplies         217.94           7/31/15 (73115)         ARROWHEAD MOUNTAIN SPRING (1560025819772)         General Supplies         39.23           8 WATER (1565727863010)         General Supplies         58.48           17/31/15 (1731)         AVERY ASSOCINC         1367 (1660)         Professional Services         4,124.58           7/31/15 (1731)         BAY AREA NEWS GROUP DIGITAL FIRST (1660)         0005468840 (1760)         Advertising Services         3.594.41           7/31/15 (1731)         BUCKLES-SMITH ELECTRIC CO         1448141-05         Electrical Parts & Supplies         488.75           7/31/15 (1731)         SUGS CONSULTANTS INC         030398         Engineering Services         10,112.00           7/31/15 (1731)         CYBERSOURCE CORP         235955848766         General Supplies         38.227.14           7/31/15 (1731)         CYBERSOURCE CORP         235955848766         Software As a Service         17.46           7/31/15 (1731)         EMPIRE SAFET ¥ SUPPLY         0073518-1IN         Inventory Durchase         3.227.14           7/31/15 (1731)         ESPRO         16049	Pote   Pote	Pote (Path Path Path Path Path Path Path Path

Payment	Payment							
<b>No.</b> 100271554	<b>Date</b> 7/31/15	Vendor Name GRAINGER	<b>Invoice No.</b> 9797627412	<b>Description</b> Inventory Purchase	Invoice Amount 188.18	Discount Taken 0.00	Amount Paid 188.18	Payment Total \$188.18
100271555	7/31/15	GRANITEROCK CO	900445	Materials - Land Improve	8,293.19	0.00	8,293.19	\$8,293.19
100271556	7/31/15	IBM CORP	8279287	Software Licensing & Support	465.94	0.00	465.94	\$465.94
100271557	7/31/15	INFORMATION SERVICES DEPT	ISD-36993	Software As a Service	1,698.40	0.00	1,698.40	\$1,698.40
100271558	7/31/15	JACOBSEN WEST	90005294	Parts, Vehicles & Motor Equip	1,866.00	0.00	1,866.00	\$3,380.87
			90010002	Parts, Vehicles & Motor Equip	569.02	0.00	569.02	
			90010004	Parts, Vehicles & Motor Equip	945.85	0.00	945.85	
100271559	7/31/15	JAKES OF SUNNYVALE	7481	Food Products	239.41	0.00	239.41	\$239.41
100271560	7/31/15	JAVELCO EQUIPMENT SERVICE INC	49462	Inventory Purchase	32.56	0.00	32.56	\$32.56
100271561	7/31/15	JOHN DEERE LANDSCAPES INC	72704032	Inventory Purchase	651.28	0.00	651.28	\$3,064.80
			72751375	Inventory Purchase	2,413.52	0.00	2,413.52	
100271563	7/31/15	KOHLWEISS AUTO PARTS INC	01OJ5489	Parts, Vehicles & Motor Equip	24.09	0.00	24.09	\$24.09
100271564	7/31/15	LANDTEC NORTH AMERICA INC	0124579-IN	Mailing & Delivery Services	23.81	0.00	23.81	\$23.81
100271565	7/31/15	LANGUAGE LINE SERVICES	3625930	Miscellaneous Services	700.91	0.00	700.91	\$700.91
100271566	7/31/15	LESLIES POOL SUPPLIES INC	175-270386REV	Materials - Land Improve	-553.13	0.00	-553.13	\$39.87
			175-280386	Materials - Land Improve	553.13	0.00	553.13	
			175-281895	General Supplies	39.87	0.00	39.87	
100271567	7/31/15	MIDWEST TAPE	93033064	Library Acquis, Audio/Visual	3,527.98	0.00	3,527.98	\$4,620.49
			93036155	Library Acquis, Audio/Visual	341.36	0.00	341.36	
			93057847	Library Technology Services	751.15	0.00	751.15	
100271568	7/31/15	MISSION LINEN SERVICE	500468938	Laundry & Cleaning Services	39.82	0.00	39.82	\$145.82
			500511825	Laundry & Cleaning Services	31.41	0.00	31.41	
			500557415	Laundry & Cleaning Services	34.77	0.00	34.77	
			500600130	Laundry & Cleaning Services	39.82	0.00	39.82	
100271569	7/31/15	MUNICIPAL MAINTENANCE EQUIPMENT INC	0102677-IN	Parts, Vehicles & Motor Equip	691.39	0.00	691.39	\$691.39
100271570	7/31/15	NAPA AUTO PARTS	188164	Parts, Vehicles & Motor Equip	224.47	0.00	224.47	\$692.37
			188575	Parts, Vehicles & Motor Equip	74.31	0.00	74.31	
			188679	Parts, Vehicles & Motor Equip	104.09	0.00	104.09	
			189077	Parts, Vehicles & Motor Equip	139.44	0.00	139.44	
			189128	Parts, Vehicles & Motor Equip	25.56	0.00	25.56	

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 189396	<b>Description</b> Parts, Vehicles & Motor Equip	Invoice Amount 124.50	Discount Taken 0.00	Amount Paid 124.50	Payment Total
100271571	7/31/15	OVERDRIVE INC	0910-195209570	Library Periodicals/Databases	4,908.54	0.00	4,908.54	\$10,308.54
			H-0028617	Library Periodicals/Databases	5,400.00	0.00	5,400.00	
100271572	7/31/15	PACIFIC BREEZE MECHANICAL INC	3612	Bldg Maint Matls & Supplies	8,620.00	0.00	8,620.00	\$8,620.00
100271573	7/31/15	PACIFIC LIBRARY PARTNERSHIP	474	Membership Fees	15,641.00	0.00	15,641.00	\$15,641.00
100271574	7/31/15	PATSONS MEDIA GROUP	174631	Printing & Related Services	70.69	0.00	70.69	\$70.69
100271575	7/31/15	PETER KOEHLER	VA7-13-15PM	Rec Instructors/Officials	1,720.95	0.00	1,720.95	\$1,720.95
100271576	7/31/15	PLAY-WELL TEKNOLOGIES	DB7838	Rec Instructors/Officials	6,000.00	0.00	6,000.00	\$6,000.00
100271577	7/31/15	POMI MECHANICAL INC	2015-137	Services Maintain Land Improv	5,095.00	0.00	5,095.00	\$5,655.00
			2015-148	Services Maintain Land Improv	560.00	0.00	560.00	
100271578	7/31/15	REFRIGERATION SUPPLIES DISTRIBUTOR	38304509-00	Bldg Maint Matls & Supplies	932.75	0.00	932.75	\$932.75
100271579	7/31/15	SCUSD TRANSPORTATION	15-03	Travel Related Services	551.26	0.00	551.26	\$618.94
			15-15	Travel Related Services	67.68	0.00	67.68	
100271580	7/31/15	SFO REPROGRAPHICS	23547	Printing & Related Services	271.88	0.00	271.88	\$932.89
			23565	Printing & Related Services	22.64	0.00	22.64	
			23827	Printing & Related Services	138.11	0.00	138.11	
			23829	Printing & Related Services	402.38	0.00	402.38	
			23838	Printing & Related Services	97.88	0.00	97.88	
100271581	7/31/15	SAFETY KLEEN SYSTEMS INC	67207153	Auto Maint & Repair - Labor	22.00	0.00	22.00	\$33.82
			67207153	Auto Maint & Repair - Materials	12.15	0.00	12.15	
			CO12734189	Auto Maint & Repair - Materials	-0.33	0.00	-0.33	
100271582	7/31/15	SAFEWAY INC	725802-072215	General Supplies	21.46	0.00	21.46	\$74.39
			801357-072415	Food Products	22.50	0.00	22.50	
			805277-072115	Food Products	30.43	0.00	30.43	
100271583	7/31/15	SAN JOSE BOILER WORKS	INV-19835	Bldg Maint Matls & Supplies	44.51	0.00	44.51	\$44.51
100271584	7/31/15	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000015704	DED Services/Training - Transportation	280.00	0.00	280.00	\$280.00
100271585	7/31/15	SCIENSATIONAL WORKSHOPS FOR KIDS	12340REVISED	Rec Instructors/Officials	840.00	0.00	840.00	\$6,275.00
		INC	12428	Rec Instructors/Officials	5,435.00	0.00	5,435.00	
100271586	7/31/15	SIERRA PACIFIC TURF SUPPLY INC	0456928-IN	Materials - Land Improve	4,152.50	0.00	4,152.50	\$4,152.50
100271587	7/31/15	SMART & FINAL INC	128576-071515	Food Products	33.76	0.00	33.76	\$599.77

Payment	Payment							
No.	Date	Vendor Name	<b>Invoice No.</b> 131214-072015	<b>Description</b> Food Products	Invoice Amount 53.69	Discount Taken 0.00	Amount Paid 53.69	Payment Total
			131672-072115	Food Products	125.91	0.00	125.91	
			131728-072115	Food Products	262.19	0.00	262.19	
			132485-072215	Food Products	23.66	0.00	23.66	
			133210-072315	Food Products	100.56	0.00	100.56	
100271588	7/31/15	SOCIETY RIDESHOP LLC	2015-3	Rec Instructors/Officials	3,213.00	0.00	3,213.00	\$3,213.00
100271589	7/31/15	STEVENS CREEK QUARRY INC	605201	Materials - Land Improve	43.47	0.00	43.47	\$43.47
100271590	7/31/15	STUDIO EM GRAPHIC DESIGN	15768	Graphics Services	2,990.63	0.00	2,990.63	\$2,990.63
100271591	7/31/15	SUNNYVALE DOWNTOWN ASSN	072815 CK REQ	Miscellaneous Reimbursement	-145.38	0.00	-145.38	-\$145.38
100271592	7/31/15	SUNNYVALE FORD	447519	Parts, Vehicles & Motor Equip	84.35	0.00	84.35	\$1,184.90
			447530	Parts, Vehicles & Motor Equip	33.52	0.00	33.52	
			447650	Parts, Vehicles & Motor Equip	62.51	0.00	62.51	
			447885	Inventory Purchase	1,004.52	0.00	1,004.52	
100271593	7/31/15	SUNNYVALE WINDUSTRIAL CO INC	645655 01	Miscellaneous Equipment Parts & Supplie	es 47.14	0.00	47.14	\$557.13
			646321 00	Miscellaneous Equipment Parts & Supplie	es 286.49	0.00	286.49	
			646361 00	Materials - Land Improve	109.20	0.00	109.20	
			646407 00	Chemicals	114.30	0.00	114.30	
100271594	7/31/15	SYLVAN LEARNING INC	30025	Rec Instructors/Officials	2,417.40	0.00	2,417.40	\$2,417.40
100271595	7/31/15	TMT ENTERPRISES INC	79680	Materials - Land Improve	417.07	0.00	417.07	\$417.07
100271596	7/31/15	THE MERCURY NEWS	0005500266	Advertising Services	600.00	0.00	600.00	\$600.00
100271597	7/31/15	THE STANDARD FIRE INSURANCE CO	HWD9105	Liability Claims Paid	6,426.14	0.00	6,426.14	\$6,426.14
100271598	7/31/15	THE STANDARD FIRE INSURANCE CO	HWD9107	Liability Claims Paid	1,944.21	0.00	1,944.21	\$1,944.21
100271599	7/31/15	TINT OF CLASS	157241	Facilities Maint & Repair - Labor	75.00	0.00	75.00	\$369.30
			157242	Bldg Maint Matls & Supplies	294.30	0.00	294.30	
100271600	7/31/15	UNITED STATES POSTAL SERVICE	P#584-072415	Postage	258.08	0.00	258.08	\$258.08
100271601	7/31/15	VALUE LINE PUBLISHING LLC	KF-745957-157	Library Periodicals/Databases	6,400.00	0.00	6,400.00	\$6,400.00
100271602	7/31/15	W G FRITZ CONSTRUCTION INC	3498	Bldg Maint Matls & Supplies	546.00	0.00	546.00	\$546.00
100271603	7/31/15	WEST LITE SUPPLY CO INC	54857H-1	Services Maintain Land Improv	320.62	0.00	320.62	\$320.62
100271604	7/31/15	WAITER.COM INC	F0728486541	Food Products	107.15	0.00	107.15	\$107.15
100271605	7/31/15	PACIFIC GAS & ELECTRIC CO	11059220090615	Utilities - Electric	5,998.55	0.00	5,998.55	\$123,268.59
			11059220250615	Utilities - Gas	631.20	0.00	631.20	

### **Sorted by Payment Number**

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 11059220400615	<b>Description</b> Utilities - Gas	Invoice Amount 94.96	Discount Taken 0.00	Amount Paid 94.96	Payment Total
11059220450615	Utilities - Gas	623.89	0.00	623.89	
11059220500615	Utilities - Gas	20.44	0.00	20.44	
11059220550615	Utilities - Electric	1,015.82	0.00	1,015.82	
11059220600615	Utilities - Gas	4,888.37	0.00	4,888.37	
11059220750615	Utilities - Gas	176.49	0.00	176.49	
11059220810615	Utilities - Electric	366.71	0.00	366.71	
11059220900615	Utilities - Gas	44.46	0.00	44.46	
11059221020615	Utilities - Electric	356.19	0.00	356.19	
11059221050615	Utilities - Gas	38.35	0.00	38.35	
11059221060615	Utilities - Electric	1,272.11	0.00	1,272.11	
11059221080615	Utilities - Electric	1,114.96	0.00	1,114.96	
11059221150615	Utilities - Gas	49.55	0.00	49.55	
11059221180615	Utilities - Electric	12,231.86	0.00	12,231.86	
11059221250615	Utilities - Gas	49.44	0.00	49.44	
11059221350615	Utilities - Gas	32.28	0.00	32.28	
11059221400615	Utilities - Gas	686.70	0.00	686.70	
11059221600615	Utilities - Gas	55.32	0.00	55.32	
11059221700615	Utilities - Gas	40.46	0.00	40.46	
11059221730615	Utilities - Electric	2,063.57	0.00	2,063.57	
11059221850615	Utilities - Gas	8.39	0.00	8.39	
11059221930615	Utilities - Electric	17,254.39	0.00	17,254.39	
11059221980615	Utilities - Electric	921.45	0.00	921.45	
11059222630615	Utilities - Electric	1,636.83	0.00	1,636.83	
11059222720615	Utilities - Electric	1,154.02	0.00	1,154.02	
11059224060615	Utilities - Electric	16,497.78	0.00	16,497.78	
11059224270615	Utilities - Electric	10.18	0.00	10.18	
11059225290615	Utilities - Electric	1,117.53	0.00	1,117.53	
11059225650615	Utilities - Gas	1,218.20	0.00	1,218.20	
11059226380615	Utilities - Electric	9,446.85	0.00	9,446.85	
11059227030615	Utilities - Electric	830.22	0.00	830.22	

Payment	Payment							
No.	Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			11059227230615	Utilities - Electric	8,168.50	0.00	8,168.50	
			11059227790615	Utilities - Electric	126.55	0.00	126.55	
			11059228050615	Utilities - Electric	10,890.14	0.00	10,890.14	
			11059228580615	Utilities - Electric	16,891.10	0.00	16,891.10	
			61266000050615	Utilities - Gas	1,274.12	0.00	1,274.12	
			SVVT136202061	Utilities - Electric	3,970.66	0.00	3,970.66	
100271700	7/21/15	DALO ALTO MEDICAL FOLDIDATION	5	Des Formlesses and Testines	75.00	0.00	75.00	ec 229.00
100271608	7/31/15	PALO ALTO MEDICAL FOUNDATION	2247	Pre-Employment Testing	75.00	0.00	75.00	\$6,238.00
			2248	Pre-Employment Testing	125.00	0.00	125.00	
			2249	Pre-Employment Testing	30.00	0.00	30.00	
			2250	Pre-Employment Testing	75.00	0.00	75.00	
			2251	Pre-Employment Testing	125.00	0.00	125.00	
			2252	Pre-Employment Testing	125.00	0.00	125.00	
			2253	Pre-Employment Testing	75.00	0.00	75.00	
			2254	Pre-Employment Testing	30.00	0.00	30.00	
			2255	Pre-Employment Testing	75.00	0.00	75.00	
			2256	Pre-Employment Testing	125.00	0.00	125.00	
			2257	Pre-Employment Testing	75.00	0.00	75.00	
			2258	Pre-Employment Testing	125.00	0.00	125.00	
			2259	Pre-Employment Testing	30.00	0.00	30.00	
			2260	Pre-Employment Testing	75.00	0.00	75.00	
			2261	Pre-Employment Testing	125.00	0.00	125.00	
			2262	Pre-Employment Testing	57.00	0.00	57.00	
			2263	Medical Services	125.00	0.00	125.00	
			2264	Pre-Employment Testing	57.00	0.00	57.00	
			2265	Pre-Employment Testing	75.00	0.00	75.00	
			2266	Pre-Employment Testing	125.00	0.00	125.00	
			2267	Pre-Employment Testing	75.00	0.00	75.00	
			2268	Pre-Employment Testing	125.00	0.00	125.00	
			2269	Pre-Employment Testing	30.00	0.00	30.00	
			2270	Pre-Employment Testing	75.00	0.00	75.00	

### **Sorted by Payment Number**

Payment	Payment	
No.	Date	Vendor Name

Invoice No. 2271	<b>Description</b> Pre-Employment Testing	Invoice Amount 125.00	Discount Taken 0.00	Amount Paid 125.00	Payment Total
2271	Pre-Employment Testing	30.00	0.00	30.00	
2273	Pre-Employment Testing	75.00	0.00	75.00	
2274	Pre-Employment Testing	125.00	0.00	125.00	
2275	Pre-Employment Testing	57.00	0.00	57.00	
2279	Pre-Employment Testing	75.00	0.00	75.00	
2280	Pre-Employment Testing	125.00	0.00	125.00	
2281	Pre-Employment Testing	30.00	0.00	30.00	
2282	Pre-Employment Testing	30.00	0.00	30.00	
2283	Pre-Employment Testing	75.00	0.00	75.00	
2284	Pre-Employment Testing	125.00	0.00	125.00	
2285	Pre-Employment Testing	45.00	0.00	45.00	
2286	Pre-Employment Testing	45.00	0.00	45.00	
2287	Pre-Employment Testing	30.00	0.00	30.00	
2288	Pre-Employment Testing	57.00	0.00	57.00	
2289	Pre-Employment Testing	75.00	0.00	75.00	
2290	Pre-Employment Testing	125.00	0.00	125.00	
2290	Pre-Employment Testing	75.00	0.00	75.00	
	Pre-Employment Testing	125.00	0.00	125.00	
2292	Pre-Employment Testing	57.00	0.00	57.00	
2293	Pre-Employment Testing	75.00	0.00	75.00	
2294	Pre-Employment Testing	125.00	0.00	125.00	
2295	Pre-Employment Testing	57.00	0.00	57.00	
2296	Pre-Employment Testing	75.00	0.00	75.00	
2297	Pre-Employment Testing	125.00	0.00	125.00	
2298	Pre-Employment Testing	75.00	0.00	75.00	
2299	1 ,	125.00	0.00		
2300	Pre-Employment Testing			125.00	
2301	Pre-Employment Testing	30.00	0.00	30.00	
2302	Pre-Employment Testing	75.00	0.00	75.00	
2303	Pre-Employment Testing	125.00	0.00	125.00	
2304	Pre-Employment Testing	45.00	0.00	45.00	

## List of All Claims and Bills Approved for Payment For Payments Dated 7/26/2015 through 8/1/2015

### **Sorted by Payment Number**

Payment	Payment							
No.	Date	Vendor Name	Invoice No. 2305	<b>Description</b> Pre-Employment Testing	Invoice Amount 45.00	Discount Taken 0.00	Amount Paid 45.00	Payment Total
			2306	Pre-Employment Testing	30.00	0.00	30.00	
			2307	Pre-Employment Testing	75.00	0.00	75.00	
			2308	Pre-Employment Testing	125.00	0.00	125.00	
			2309	Pre-Employment Testing	30.00	0.00	30.00	
			2310	Pre-Employment Testing	75.00	0.00	75.00	
			2311	Pre-Employment Testing	125.00	0.00	125.00	
			2312	Pre-Employment Testing	75.00	0.00	75.00	
			2313	Pre-Employment Testing	125.00	0.00	125.00	
			2314	Pre-Employment Testing	75.00	0.00	75.00	
			2315	Pre-Employment Testing	125.00	0.00	125.00	
			2316	Pre-Employment Testing	57.00	0.00	57.00	
			2317	Pre-Employment Testing	57.00	0.00	57.00	
			2318	Pre-Employment Testing	75.00	0.00	75.00	
			2319	Pre-Employment Testing	125.00	0.00	125.00	
			2320	Pre-Employment Testing	30.00	0.00	30.00	
			2321	Pre-Employment Testing	57.00	0.00	57.00	
			2323	Pre-Employment Testing	75.00	0.00	75.00	
			2324	Pre-Employment Testing	125.00	0.00	125.00	
			2325	Pre-Employment Testing	30.00	0.00	30.00	
			2326	Pre-Employment Testing	75.00	0.00	75.00	
			2327	Pre-Employment Testing	125.00	0.00	125.00	
			2328	Pre-Employment Testing	30.00	0.00	30.00	
100271614	7/31/15	AIDET MARTINEZ	281868	Refund Recreation Fees	90.00	0.00	90.00	\$90.00
100271615	7/31/15	ALEJANDRA TAPIA	281867	Refund Recreation Fees	30.00	0.00	30.00	\$30.00
100271616	7/31/15	BILL GERVERDINCK	281759	Refund Recreation Fees	66.00	0.00	66.00	\$66.00
100271617	7/31/15	GENE BRTALIK	280230	Refund Recreation Fees	1,000.00	0.00	1,000.00	\$1,000.00
100271618	7/31/15	GUADALUPE FERNANDEZ MORALES	280185	Refund Recreation Fees	350.00	0.00	350.00	\$350.00
100271619	7/31/15	INDIA COMMUNITY CENTER	282052	Refund Recreation Fees	1,500.00	0.00	1,500.00	\$1,500.00
100271620	7/31/15	LYNN HUTCHINGS	281758	Refund Recreation Fees	53.00	0.00	53.00	\$53.00
100271621	7/31/15	MYRNA SHIBATA	281755	Refund Recreation Fees	53.00	0.00	53.00	\$53.00

## List of All Claims and Bills Approved for Payment For Payments Dated 7/26/2015 through 8/1/2015

### **Sorted by Payment Number**

Payment	Payment							
<b>No.</b> 100271622	<b>Date</b> 7/31/15	Vendor Name NICOLE SANCHEZ	Invoice No. 280499	<b>Description</b> Refund Recreation Fees	Invoice Amount 160.00	Discount Taken 0.00	Amount Paid 160.00	Payment Total \$160.00
100271623	7/31/15	NIPHAPHONE WHITE	322389	Lib - Lost & Damaged Circulation	13.55	0.00	13.55	\$13.55
100271624	7/31/15	SHAHAR EREZ	150921-7676	Refund Utility Account Credit	266.60	0.00	266.60	\$266.60
100271625	7/31/15	ST LAWRENCE ELEMENTARY	280151	Refund Recreation Fees	1,000.00	0.00	1,000.00	\$1,000.00
100271626	7/31/15	SUZANNE SCHMIDT	281756	Refund Recreation Fees	53.00	0.00	53.00	\$53.00
100271627	7/31/15	VERLYN GAXIOLA	281762	Refund Recreation Fees	53.00	0.00	53.00	\$53.00
100271628	7/31/15	WEBER ROD WORKS	BL041160-2016	Business License Tax	35.14	0.00	35.14	\$35.14
100271629	7/31/15	YIN-CHUN ANDREW KAO	281823	Refund Recreation Fees	129.00	0.00	129.00	\$129.00
950002401	7/31/15	INTERNAL REVENUE SERVICE	950002401	Employer Taxes - Medicare - Total	14.05	0.00	14.05	\$14.05
950002402	7/29/15	UNION BANK OF CALIFORNIA PARS	950002402	Retirement Benefits - PARS	12.44	0.00	12.44	\$12.44
950002405	7/28/15	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002405	Retirement Benefits - Deferred Comp - Cit Portion	1,262.91	0.00	1,262.91	\$1,145,116.56
			950002405	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	464,607.92	0.00	464,607.92	
			950002405	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	76,075.76	0.00	76,075.76	
			950002405	Retirement Benefits - Misc PEPRA Employer Required Cont.	56,610.94	0.00	56,610.94	
			950002405	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	430,980.66	0.00	430,980.66	
			950002405	Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont	96,226.77	0.00	96,226.77	
			950002405	Retirement Benefits - Safety PEPRA Employer Required Cont.	19,351.60	0.00	19,351.60	
950100527	7/27/15	BAY COUNTIES WASTE SERVICES	JUNE2015	Curbside Revenues - Sunnyvale Portion	-48,262.87	0.00	-48,262.87	\$917,642.00
			JUNE2015	Host Fees - SMaRT Station - Public Haul Fees	-7,506.43	0.00	-7,506.43	
			JUNE2015	MRF Revenues - SMaRT	-32,175.24	0.00	-32,175.24	
			JUNE2015	Kirby Canyon SMaRT Operator	-79,707.88	0.00	-79,707.88	
			JUNE2015	Yardwaste - Mountain View	4,743.38	0.00	4,743.38	
			JUNE2015	Yardwaste - Palo Alto	7,243.68	0.00	7,243.68	
			JUNE2015	Yardwaste - Sunnyvale	8,859.28	0.00	8,859.28	
			JUNE2015	Facilities Equipment	30,798.65	0.00	30,798.65	

## List of All Claims and Bills Approved for Payment For Payments Dated 7/26/2015 through 8/1/2015

### **Sorted by Payment Number**

Payment	Payment							
No.	Date	Vendor Name	Invoice No. JUNE2015	<b>Description</b> General Supplies	Invoice Amount 1,656.37	Discount Taken 0.00	Amount Paid 1,656.37	Payment Total
			JUNE2015	HazMat Disposal - Hazardous Waste Disposal	8,156.83	0.00	8,156.83	
			JUNE2015	SMaRT Contractor Payment	1,022,204.23	0.00	1,022,204.23	
			JUNE2015	Permit Fees	1,632.00	0.00	1,632.00	
950100528	7/31/15	STATE BOARD OF EQUAL DIRECT DEPOSIT	21165221056	Use Tax Payable	18,249.82	0.00	18,249.82	\$18,249.82

**Grand Total Payment Amount** \$3,899,868.37



## City of Sunnyvale

### Agenda Item

**15-0641 Agenda Date:** 8/11/2015

### REPORT TO COUNCIL

### **SUBJECT**

Authorize the City Manager to Execute a Cost Reimbursement Agreement with Moffett Place LLC for the Construction of Additional Improvements for the Moffett Place Public Safety Facility and Authorize the City Manager to enter into an Agreement with Motorola to Furnish and Install a Monopole at Moffett Place Public Safety Facility (new Fire Station No. 5)

### **BACKGROUND**

On December 2013, the City Council approved a Development Agreement (DA) with Moffett Place LLC (Landowner) as part of the development at 1152 Bordeaux Avenue. In the DA, dated January 22, 2014, the Landowner committed to construct an approximately 18,600-square foot public safety facility that included a three bay fire station (new Fire Station No.5) and adjoining indoor shooting range. The Landowner also agreed to fund a new fire ladder truck capable of servicing high-rise buildings. The Landowner and Department of Public Safety staff worked together to develop the project program and conceptual plans for the facility. As part of the DA, it was established that the Landowner would pay a not-to-exceed amount of \$13.7 million for all the improvements, including the fire truck.

After further design refinement, staff determined that there are a number of improvements the City will require that were not part of the conceptual cost estimate or beyond the scope of the public safety facility as described in the DA. These improvements include items such as equipment that will be required for operations of the facility, including installation of a monopole to maintain regional interoperability, and have available funds within the approved budget. It is more efficient to have them included as part of the overall project than as part of a future separate project.

### **EXISTING POLICY**

**General Plan, Chapter 6, Goal Safety and Noise (SN)-3-Safe and Secure City** Ensure a safe and secure environment for people and property in the community by providing effective public safety response and prevention and education services.

**General Plan, Chapter 6, Policy Safety and Noise (SN)-5.1.** Assure that equipment and facilities are provided and maintained to meet reasonable standards of safety, dependability, and compatibility with fire service operations.

### **ENVIRONMENTAL REVIEW**

An Environmental Impact Report (EIR) was certified by City Council on December 3, 2013. The installation of the monopole will require separate environmental review that will be completed as part of the monopole use permit.

### **DISCUSSION**

**15-0641 Agenda Date:** 8/11/2015

### Cost Reimbursement Agreement

Staff and the Landowner worked together to define a project that fit within the allowed budget, however there were some required elements that were not identified until after the DA estimates had been established. In addition, there are two items that are required for City purposes (fiber and monopole installation), which were never intended to be improvements to be constructed within the \$13.7 million budget. The key items covered by the proposed agreement, and listed in Attachment 1, are:

- Additional improvements to the public safety facility that were not part of the preliminary scope developed for the DA estimate. These vary in cost and scope and include items such as the installation of an outdoor training canopy and a recessed electric projection screen. These amenities were not funded, or included in the original DA, but are required for operations of the facility and have funds within the approved budget.
- The installation of new conduit and fiber on new Innovation Way and Mathilda Avenue. It is
  more cost effective to install the new conduit and fiber during construction in anticipation of
  attaching the location to a future City fiber-optic network, rather than requiring underground
  construction to retrofit at some later date.
- The construction of infrastructure and a larger generator to facilitate the installation of a monopole for regional public safety and City communications.

These items will be constructed or furnished by the Landowner. Incorporating these improvements with construction of the new public safety facility allows for the most cost effective and efficient way to complete them. Staff is proposing to enter into an agreement with the Landowner (Attachment 2) to fund the proposed improvements at an estimated cost of \$539,253 which includes a 10% contingency.

### Monopole Installation

The monopole installation will be completed through a separate process. The monopole has been identified as a critical communications tool for the City and in the recently approved Silicon Valley Regional Communications System (SVRCS). Council approved the City's participation in SVRCS on June 2015(RTC 15-0470). Motorola has identified that the projects under construction or planned in north Sunnyvale will have an impact on the ability to communicate throughout the area as a result of the increased height of recent and future construction, and the new monopole will alleviate that impact.

The City will also have the ability to use the placement and height of this monopole to potentially seek alternative solutions to high-speed communications with other City facilities. The maximum requested height is 160' above ground, and the City recently received clearance from the Federal Aviation Administration (FAA) for the monopole, and a use permit application will be scheduled for Planning Commission action in the near future. The planning commission package will include environmental analysis and is currently proposed to be a negative declaration.

Motorola was selected by the Silicon Valley Regional Interoperability Authority (SVRIA) during a Request for Proposals (RFP) in 2012 to build the Stage 1 SVRCS and incremental build-out. As part of the ongoing contract there are significant incentives that apply for site additions and enhancements that Motorola extends to the participants. The City will enter into a separate agreement for Motorola to install the monopole and foundation once the associated infrastructure has been completed. The purchase and installation of the monopole, including a 10% contingency, will

**15-0641 Agenda Date:** 8/11/2015

not exceed \$412,161 (Attachment 3).

### FISCAL IMPACT

Staff has been working to identify and refine the additional costs needed to complete Fire Station 5 and install the monopole and fiber, which total \$902,391. The FY 2015/16 Budget includes two funding sources for the work. Project 831780 - Fire Station 5 Improvements has \$850,000 budgeted in FY 2015/16 to fund this work. Additionally, approximately \$200,000 in funding was already in place in the General Services Information Technology and Communications sub-fund to install the fiber to the facility. Therefore, the total available budget is sufficient to meet the anticipated need.

### **PUBLIC CONTACT**

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

### RECOMMENDATION

Authorize the City Manager to Execute a Cost Reimbursement Agreement with Moffett Place LLC for the Construction of Additional Improvements for the Moffett Place Public Safety Facility and Authorize the City Manager to Enter into An Agreement with Motorola to Furnish and Install a Monopole at Fire Station Number 5.

Prepared by: Manuel Pineda, Director, Public Works Reviewed by: Frank Grgurina, Director, Public Safety

Reviewed by: David Jensen, Director, Information Technology Reviewed by: Hanson Hom, Director, Community Development

Reviewed by: Grace K. Leung, Director, Finance Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

- List of Improvements
- Cost Reimbursement Agreement
- 3. Purchase and Installation of Monopole



# Moffett Place Public Safety Facility - Sunnyvale Fire Station #5 Additional Improvements Approved Items Master List

tem	# Description of Additional Improvements	Te	otal Cost
1	350KW Upsized Generator  REG: Furnish & Install 350KW Generator in lieu of 100KW Generator Insurance, Overhead, Fee Contingency	\$	<b>172,108</b> 149,195 7,267 15,646
2	Increase CMU Wall Height Increase Concrete Slab Area Revise Trash Enclosure Gate Increase Trash Enclosure Roof Insurance, Overhead, Fee Contingency	\$	8,675 5,400 220 1,000 900 366 789
3	Outdoor Training Canopy @ Rear of Shooting Range Canopy System (Fabric/Columns/Cable/Install) Fire Sprinklers DES Design Fee Insurance, Overhead, Fee Contingency	\$	34,805 24,867 3,050 2,600 1,360 2,928
5	Custom Cabinet For - Day Room 105  Millwork Cabinet Insurance, Overhead, Fee Contingency	\$	15,551 13,480 657 1,414
7	Recessed Electric Projection Screen @ Training 131  Electric Projection Screen in lieu of Manual Projection Screen Insurance, Overhead, Fee Contingency	\$	<b>2,529</b> 2,193 106 230
8	AV Controls/Equipment @ Training Room 131  AV Control System & Equipment (Projector included in base program)  Insurance, Overhead, Fee  Contingency	\$	<b>17,281</b> 14,980 730 1,571
9	Wall Mounted Gun Lockers @ Vestibule 138 Gun Lockers Insurance, Overhead, Fee Contingency	\$	1,168 1,013 49 106



## **Approved Items Master List**

Item	# Description of Additional Improvements	Т	otal Cost
10	Wall Mounted Gun Clearing Bullet Trap	\$	5,508
	Gun Clearing Bullet Trap x 3ea		5,124
	Insurance, Overhead, Fee		250
	Contingency		134
11	Single 4" Conduit For Fiber (Innovation Way/Mathilda)	\$	114,454
	REG: Furnish & Install Conduit		96,183
	Insurance, Overhead, Fee		4,684
	Contingency		10,087
	DES Design Fee		3,500
12	Dark Fiber (install @ 4" conduit Innovation Way/Mathilda)	\$	13,843
	REG: Furnish & Install Fiber		12,000
	Insurance, Overhead, Fee		585
	Contingency		1,258
13	Polished Concrete Flooring @ Apparatus Bay 103	\$	24,803
	Polished Concrete @ \$5/SF		21,500
	Insurance, Overhead, Fee		1,048
	Contingency		2,255
14	Foot Pedal Faucet @ Haz Mat Laundry Sink 121	\$	461
	Foot Pedal Furnish & Install		400
	Insurance, Overhead, Fee		19
	Contingency		42
15	Snorkel Air Extraction @ Armory 134	\$	9,229
	CMI: Snorkel System Furnish & Install		8,000
	Insurance, Overhead, Fee		390
	Contingency		839
16	Air Extraction System @ Gun Cleaning Room 136	\$	14,535
	CMI: Air Extraction		12,600
	Insurance, Overhead, Fee		614
	Contingency		1,321
17	Added Chain-link Fence Gate @ Rear of Property	\$	1,903
	Added Gate w/ Latch Hardware/Posts		1,650
	Insurance, Overhead, Fee		80
	Contingency		173



## **Approved Items Master List**

	# Description of Additional Improvements	otal Co
8	Conduit From IDF Room to Monopole	\$ 6,2
	Credit for (4) 4" Conduits	(13,4
	Add for (4) 6" Conduits	18,8
	Insurance, Overhead, Fee	2
	Contingency	5
9	Grounding Requirements for Monopole	\$ 5,4
	Grounding Per Motorola	4,6
	Insurance, Overhead, Fee	2
	Contingency	4
0	Conduit From Monopole to Edge of Rear Property Line	\$ 24,7
	Add for (2) 6" Conduits	21,4
	Insurance, Overhead, Fee	1,0
	Contingency	2,2
1	Added Eyebolts (8) for Rope Training @ Exterior	\$ 2,4
	Eyebolt Furnish & Install	1,5
	Insurance, Overhead, Fee	
	Contingency	1.
	DES Design Fee	7.
2	Monopole Foundation	\$ 14,4
	DES - Design and coordination for the development of preliminary	
	foundation design and cost assumptions provided to DPS for budgeting	
	7/14 - 12/14.	11,8
	KC Future Planning - Discussions, meetings and coordination specific to	11,0
	the Fire Station Monopole coordination 11/14 - 12/15.	2.5
		2,5
	Construct Monopole Foundation - Permitted foundation design required	
	in order to construct foundation in conjunction with fire station project.	\$

## COST REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF ADDITIONAL IMPROVEMENTS FOR THE MOFFETT PLACE PUBLIC SAFETY FACILITY

THIS MOFFETT PLACE PUBLIC SAFETY FACILITY COST REIMBURSEMENT AGREEMENT ("Reimbursement Agreement") is entered into as of August \_\_\_\_\_, 2015, by and between MOFFETT PLACE LLC, a Delaware limited liability company ("LANDOWNER") and the City of Sunnyvale, a Charter city, created and existing under the laws of the State of California ("CITY"). CITY and LANDOWNER are referred to herein individually as a "Party" or collectively as the "Parties."

### **RECITALS**

- A. LANDOWNER and CITY are parties to that certain Development Agreement dated January 22, 2014, (the "Development Agreement") with respect to certain property commonly known as the Moffett Place Campus consisting of approximately 53.12 acres located in the City of Sunnyvale, County of Santa Clara, as described in Exhibit "A-1" and depicted in Exhibit "A-2" (hereinafter referred to as "Moffett Place" or "the Property"), attached. The LANDOWNER either owns, or is the sole member of each of the entities that own, the Property in fee. Capitalized terms used, but not defined herein, shall have the same meaning given to them in the Development Agreement.
- B. Pursuant to the terms of the Development Agreement, LANDOWNER is to build on the Property an approximately 10,938 square foot fire station and approximately 6,303 square foot shooting range with additional building program requirements described as the "Public Safety Facility" in the Development Agreement.
- C. The Parties have agreed that the CITY shall review and approve design plans and specifications prepared by the LANDOWNER and issue all required permits for the Public Safety Facility.
- D. The Parties desire to enter into this agreement to add additional improvements to the design plans and specifications of the Public Safety Facility ("Additional Improvements"), and that the CITY shall reimburse LANDOWNER for these additional costs.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

### AGREEMENT

1. INCORPORATION OF RECITALS

The PARTIES agree that the foregoing Recitals are true and correct and incorporated into this Agreement.

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### 2. ADDITIONAL IMPROVEMENTS

CITY has requested, and LANDOWNER has agreed, to incorporate Additional Improvements into the design plans and specifications of the Public Safety Facility. The Additional Improvements are further described in Exhibit "B" attached. CITY is responsible for funding the Additional Improvements and LANDOWNER is responsible for the design, construction, and completion of Additional Improvements.

### 3. COST

LANDOWNER has estimated the total cost of the Additional Improvements to be \$490,230.00, which includes LANDOWNER'S reasonable estimate of the following: (1) direct construction costs thereof, (2) related general contractor's general conditions, overhead and general contractor's other indirect costs thereof (with respect to which LANDOWNER shall provide CITY with adequate supporting documentation for CITY's confirmation), (3) the general contractor's fee, which shall be the same fee being paid be LANDOWNER to the LANDOWNER's general contractor for the construction of the Public Safety Facility, (4) design, permitting, testing, inspecting, engineering (which shall be the same fees being paid by LANDOWNER to the LANDOWNER architects and engineers for the construction of the Public Safety Facility) and other indirect costs to be at LANDOWNER's actual costs incurred (i.e., there will be no LANDOWNER markup), (5) the credit (if any) resulting from any savings resulting from the Additional Improvements, (6) any other third party costs directly related to the Additional Improvements reasonably incurred by LANDOWNER, and (7) a 10% project contingency.

In addition to the estimated total cost of \$490,230.00, the City shall allocate an additional 10% discretionary contingency for unforeseen expenses for a total project budget of \$539,253.00. However if at any point during construction of the Additional Improvements, LANDOWNER determines that the cost of the Additional Improvements will exceed the estimated total cost of \$490,230.00, LANDOWNER shall give CITY immediate notice before performing further work on Additional Improvements. The PARTIES agree to meet and confer within three (3) days of CITY receipt of notice to determine whether to proceed with the work on Additional Improvements, find an alternative solution to the excess costs or terminate the project in accordance with Section 5.5. Upon mutual determination of the appropriate response to such estimated additional cost, the parties agree to execute whatever documentation is necessary in order to document the terms and conditions of such mutual agreement.

### 4. LANDOWNER RESPONSIBILITIES

4.1 <u>Design and Construction</u>. In accordance with Article 4 of the Development Agreement, LANDOWNER shall prepare the design plans and specifications of the Public Safety Facility with the Additional Improvements incorporated. LANDOWNER shall provide CITY with a copy of the design plans and specifications prior to commencement of construction. Once approved or deemed approved by the CITY, the plans and specifications shall be referred to as the "Approved Plans." Any modifications to the Approved Plans will require mutual written approval by both Parties.

- 4.2 <u>Permits</u>. LANDOWNER shall obtain all necessary permits required for the Additional Improvements.
- 4.3 <u>Contract Requirements; Compliance with Law.</u> LANDOWNER may use its own contract forms to award the contract for the construction of the Public Safety Facility and Additional Improvements, but must require in the Construction Contract that the Contractor comply with all laws, ordinances and regulations applicable to the work (including but not limited to, all applicable requirements of the California Labor Code and prevailing wage laws). The Construction Contract shall require the payment of prevailing wages for all work associated with the Additional Improvements. LANDOWNER shall require the Contractor to construct the Additional Improvements in accordance with the Approved Plans, and to carry insurance in amounts typically required by LANDOWNER for contracts of a similar type and cost.
- 4.4 <u>Construction Management.</u> LANDOWNER shall be responsible for managing the construction of the Additional Improvements as part of the Public Safety Facility construction project.
- 4.5 Commencement and Completion. LANDOWNER agrees to timely perform its obligations to ensure the construction complies with the requirements specified in the Approved Plans. In accordance with Section 4.2.2(c) of the Development Agreement, construction of the Public Safety Facility and Additional Improvements shall commence within 45 days of LANDOWNER receiving the Approved Plans from the CITY, and shall be completed within 12 months of commencement subject to extensions for the permitted delays described in Section 7.5 and CITY delays described in Section 4.2.2 of the Development Agreement. For purposes of this agreement, City Delays shall also include any those delays caused by the construction of the Additional Improvements.

### 5. <u>CITY RESPONSIBILITIES</u>

- 5.1 <u>Review and Approval of Additional Improvement Plans</u>. City agrees to work with LANDOWNER to promptly review and approve the design plans and specifications for the Additional Improvements prepared by the LANDOWNER and obtain all required permits.
- Inspection and Progress. In accordance with Section 4.2.2(f) of the Development Agreement, CITY shall have the right to inspect the progress and condition of the Additional Improvements, provided that CITY coordinates such inspection with LANDOWNER and, provided further, that CITY shall not take any actions that unreasonably interferes with LANDOWNER's performance, direct the LANDOWNER'S performance in the field, nor authorize any additional work.
- 5.3 Acceptance of Additional Improvements. CITY agrees that it shall, after CITY's

inspector confirms that the Additional Improvements have been completed in accordance with the Approved Plans, promptly accept such completed improvements.

- Payment. Upon City acceptance of the Additional Improvements and upon LANDOWNER furnishing to CITY all relevant contractor statements and invoices detailing the costs for the Additional Improvements, CITY shall pay LANDOWNER for the total costs of the Additional Improvements within thirty (30) days of the date of any request therefor which includes all of invoices relevant to the Additional Improvements for which such payment is sought.
- Termination for Convenience. CITY may terminate this Agreement, for any reason, upon not less than 45 days prior written notice to the LANDOWNER delivered in accordance with Section 7.1 stating such party's intention to terminate this Agreement. In the event of such termination, CITY shall pay LANDOWNER for the total work performed up to the date of termination and the cost of cancelling any equipment or building materials ordered by LANDOWNER on CITY'S behalf and any and all demobilizing or termination fees or costs charged LANDOWNER by LANDOWNER'S contractor as a result of such termination.

### 6. DISPUTES AND REMEDIES

In the event any dispute arises regarding the construction or completion of the Additional Improvements that cannot be resolved informally between the Parties, the Parties agree to abide by the dispute resolution process in Section 4.2.2(i) of the Development Agreement.

### 7. MISCELLANEOUS PROVISIONS

7.1 <u>Notice</u>. Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and sent or delivered by one of the following methods: (a) personal delivery, (b) reputable overnight courier, such as Federal Express, or (c) certified or registered mail, postage prepaid, addressed as follows:

### To LANDOWNER:

Moffett Place, LLC c/o Jay Paul Company Four Embarcadero Center, Suite 3620 San Francisco, CA 94111 Contact Name: Ms. Janette D'Elia E-mail: <u>idelia@jaypaul.com</u>

With copy to: Sheppard Mullin Richter & Hampton LLP Four Embarcadero Center, 17<sup>th</sup> Floor San Francisco, CA 94111

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Attn: Mr. Doug Van Gessel Telephone: (415) 774-2989 Facsimile: (415) 403-6035

To CITY:
City of Sunnyvale
456 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707
Attn: Director of Public Works
Contact Name: Mr. Manuel Pineda
E-mail: mpineda@sunnyvale.ca.gov

Notice shall be deemed effective (i) on the date of delivery, if personally delivered or sent by reputable overnight courier, or (ii) three (3) days after deposit in the United States mail, if sent by certified or registered mail.

- 7.2 <u>Amendments</u>. Amendments to this Reimbursement Agreement may only be made by mutual written agreement of the Parties.
- 7.3 <u>Warranty of Authority to Execute Agreement</u>. Each Party to this Reimbursement Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
- 7.4 Severability. If any term, covenant, condition or provision of this Reimbursement Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 7.5 <u>Successors and Assigns</u>. This Reimbursement Agreement and the rights and obligations of the Parties contained herein shall inure to the benefit and be binding upon the successors and assigns of each of the Parties.
- 7.6 <u>Interpretation</u>. The language of this Reimbursement Agreement shall, in all cases, be construed as a whole, according to its fair meaning and not strictly for or against either Party.
- 7.7 <u>Governing Law</u>. This Reimbursement Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Santa Clara County, California, or where appropriate, in the United States District court, Northern District of California, San Jose, California.

SMRH:435500575.3 -5-

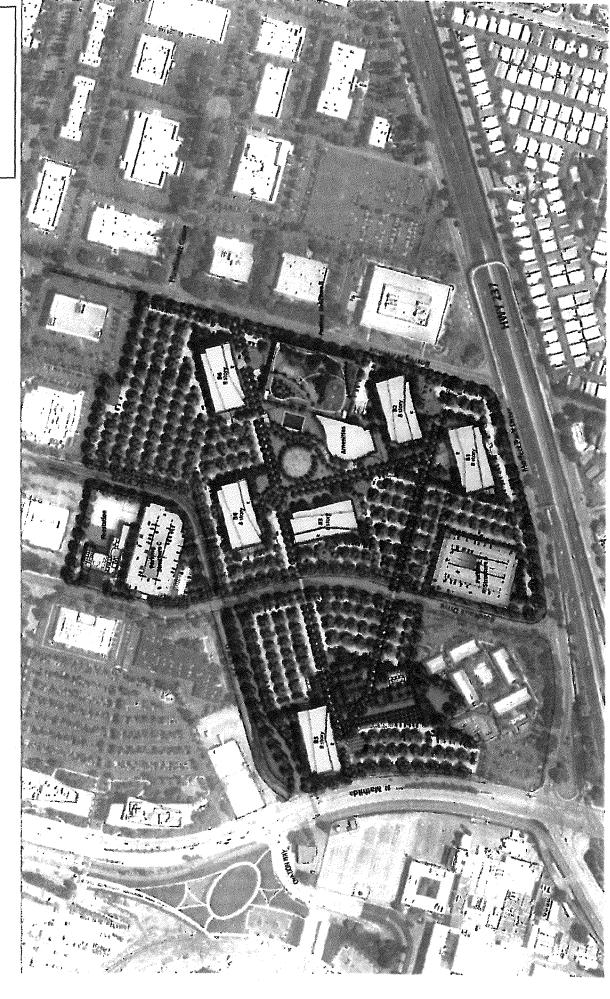
- 7.8 Execution in Counterparts. This Reimbursement Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- 7.9 <u>Entire Agreement</u>. This Reimbursement Agreement and all Exhibits attached hereto constitute the entire Agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations and understandings of the Parties relative thereto.

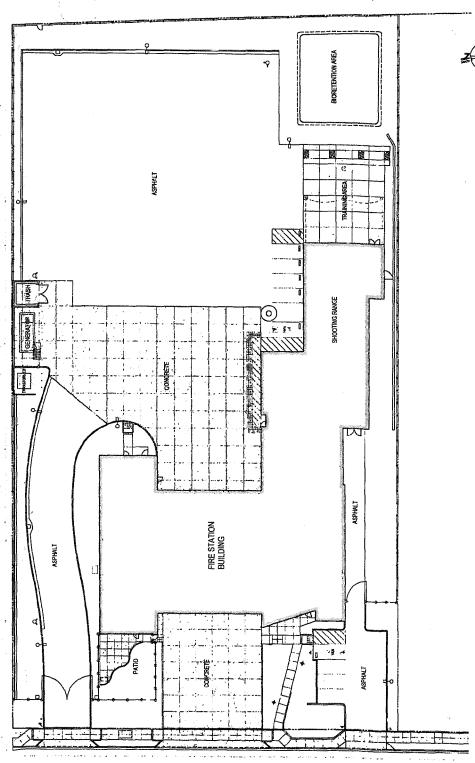
WITNESS THE EXECUTION HEREOF as of the Effective Date set forth above.

	"CITY"
APPROVED AS TO FORM:	CITY OF SUNNYVALE, a municipal corporation
City Attorney	By
Date:	Date:
	"LANDOWNER"
APPROVED AS TO FORM:	MOFFETT PLACE LLC, a Delaware limited liability company
	By
Counsel for LANDOWNER	NAME Title
Date:	_
	ByNAME
	Title
	Date:

### EXHIBITS A-1 AND A-2

Moffett Place





SITE PLAN - SUNNYVALE FIRE STATION 5

BORDEAUX DRIVE

### EXHIBIT B

Additional Improvements

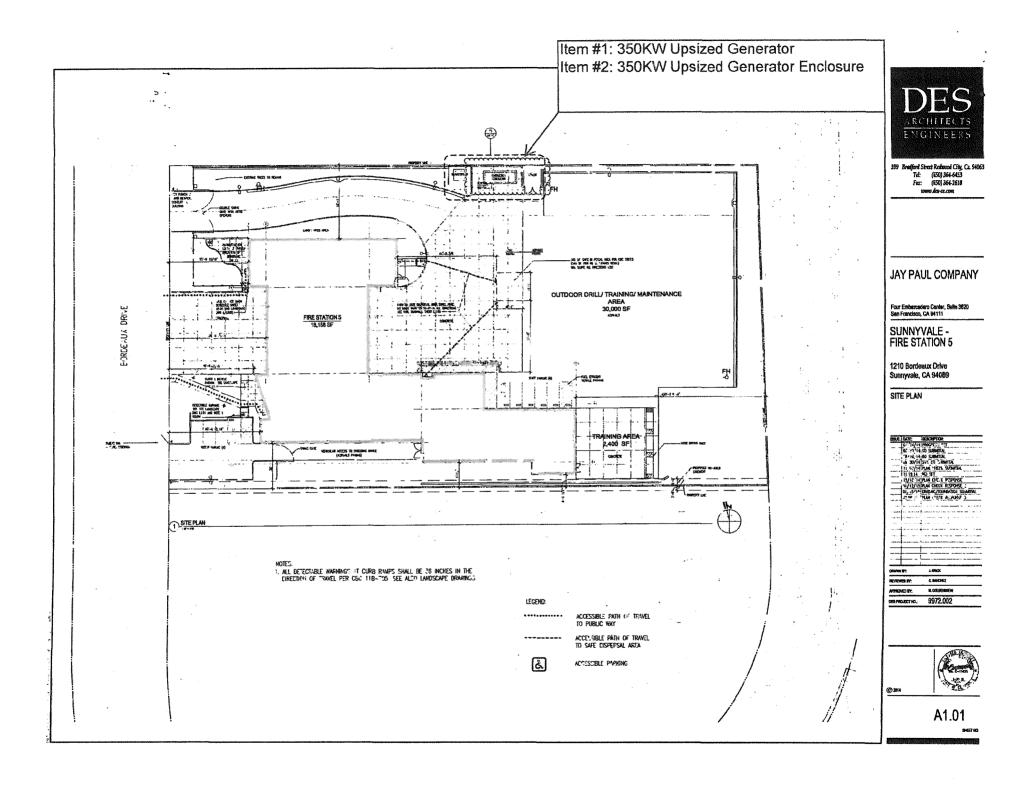
# Moffett Place Public Safety Facility - Sunnyvale Fire Station #5 Additional Improvements Approved Items Master List

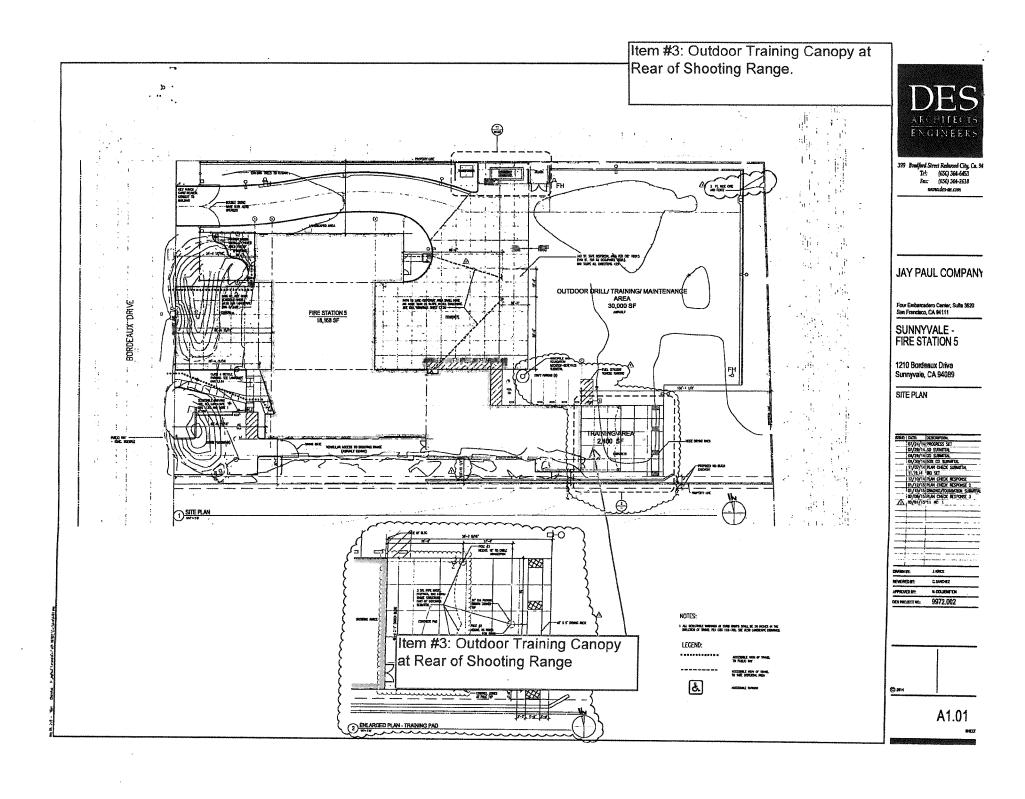
Item # Description of Additional Improvements	Total Cost
1 350KW Upsized Generator REG: Furnish & Install 350KW Generator in lieu of 100KW Generator Insurance, Overhead, Fee Contingency	\$ 172,108 149,195 7,267 15,646
Increase CMU Wall Height Increase Concrete Slab Area Revise Trash Enclosure Gate Increase Trash Enclosure Roof Insurance, Overhead, Fee Contingency	\$ <b>8,675</b> 5,400 220 1,000 900 366 789
3 Outdoor Training Canopy @ Rear of Shooting Range Canopy System (Fabric/Columns/Cable/Install) Fire Sprinklers DES Design Fee Insurance, Overhead, Fee Contingency	\$ 34,805 24,867 3,050 2,600 1,360 2,928
5 Custom Cabinet For - Day Room 105 Millwork Cabinet Insurance, Overhead, Fee Contingency	\$ 15,551 13,480 657 1,414
7 Recessed Electric Projection Screen @ Training 131 Electric Projection Screen in lieu of Manual Projection Screen Insurance, Overhead, Fee Contingency	\$ 2,529 2,193 106 230
8 AV Controls/Equipment @ Training Room 131 AV Control System & Equipment (Projector included in base program) Insurance, Overhead, Fee Contingency	\$ 17,281 14,980 730 1,571
9 Wall Mounted Gun Lockers @ Vestibule 138 Gun Lockers Insurance, Overhead, Fee Contingency	\$ 1,168 1,013 49 106

m # Description of Additional Improvements	Total Cost
Wall Mounted Gun Clearing Bullet Trap	\$ 5,508
Gun Clearing Bullet Trap x 3ea	5,124
Insurance, Overhead, Fee	250
Contingency	134
1 Single 4" Conduit For Fiber (Innovation Way/Mathilda)	\$ 114,454
REG: Furnish & Install Conduit	96,183
Insurance, Overhead, Fee	4,684
Contingency	10,087
DES Design Fee	3,500
2 Dark Fiber (install @ 4" conduit Innovation Way/Mathilda)	\$ 13,843
REG: Furnish & Install Fiber	12,000
Insurance, Overhead, Fee	585
Contingency	1,258
3 Polished Concrete Flooring @ Apparatus Bay 103	\$ 24,803
Polished Concrete @ \$5/SF	21,500
Insurance, Overhead, Fee	1,048
Contingency	2,255
4 Foot Pedal Faucet @ Haz Mat Laundry Sink 121	\$ 461
Foot Pedal Furnish & Install	400
Insurance, Overhead, Fee	19
Contingency	42
5 Snorkel Air Extraction @ Armory 134	\$ 9,229
CMI: Snorkel System Furnish & Install	8,000
Insurance, Overhead, Fee	390
Contingency	839
L6 Air Extraction System @ Gun Cleaning Room 136	\$ 14,535
CMI: Air Extraction	12,600
Insurance, Overhead, Fee	614
Contingency	1,321
17 Added Chain-link Fence Gate @ Rear of Property	\$ 1,903
Added Gate w/ Latch Hardware/Posts	1,650
Incompany Overhand For	80
Insurance, Overhead, Fee	00

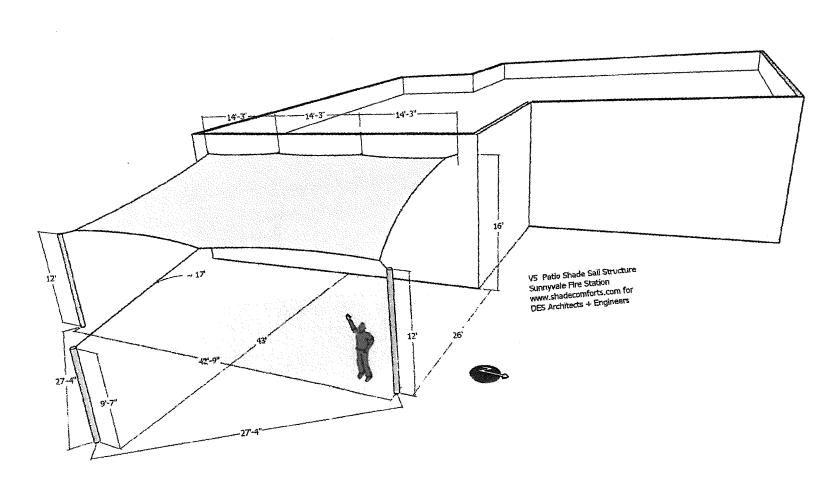
Item # Description of Additional Improvements	Tot	al Cost
18 Conduit From IDF Room to Monopole	Ş	6,236
Credit for (4) 4" Conduits		(13,425)
Add for (4) 6" Conduits		18,832
Insurance, Overhead, Fee		263
Contingency		<b>5</b> 67
19 Grounding Requirements for Monopole	\$	5,409
Grounding Per Motorola		4,689
Insurance, Overhead, Fee		228
Contingency		492
20 Conduit From Monopole to Edge of Rear Property Line	\$	24,797
Add for (2) 6" Conduits		21,496
Insurance, Overhead, Fee		1,047
Contingency		2,254
21 Added Eyebolts (8) for Rope Training @ Exterior	\$	2,480
Eyebolt Furnish & Install		1,500
Insurance, Overhead, Fee		73
Contingency		157
DES Design Fee		750
22 Monopole Foundation		14,455
DES - Design and coordination for the development of preliminary		
foundation design and cost assumptions provided to DPS for budgeti	ing	
7/14 - 12/14.		11,865
KC Future Planning - Discussions, meetings and coordination specific	to	
the Fire Station Monopole coordination 11/14 - 12/15.		2,590
Construct Monopole Foundation - Permitted foundation design requ	iired	
in order to construct foundation in conjunction with fire station proje		•

Subtotal \$ 490,230





Item #3: Outdoor Training
Canopy at Rear of Shooting
Range



## SHADE

### Revised Quote & Terms Range

Item #3: Outdoor Training Canopy at Rear of Shooting

To: Mr. Michael Chae Level 10 Construction 1050 Enterprise Way #250 Sunnyvale, CA 94089

ITEM DESCRIPTION

From: Bill Moore bill@shadecomforts.com

February 20, 2015

Ref: V4 Shade Sail: Sunnyvale Fire Station

Page 1 of 2

Shade Sail Structure per attached V4 renderings & Specifications including:

\$8,255.00

TOTAL

- (1) rectangular shade sail of Alnet Extra Block knitted HDPE shade fabric approved by California Fire Marshal.
  - o Sail will have seams due to roll width
  - o Reinforced corners with aluminum discs for extra strength
- (3) structural steel posts (Schedule 40 pipe)
  - o Factory welded to be watertight
  - o Factory primed; standard powder coat color
- Galvanized turnbuckles, cables, & cable clamps
- (4) powder coated wall plates. Zinc mechanical anchors, nuts, washers
- Warranty

Freight to Sunnyvale, CA job site and unloading

2,315.00

3 sets each of plans & structural calculations (footings & structure) stamped by CA Professional Engineer certifying compliance with Sunnyvale, CA building code.

1,900.00

- Scope includes service loads to attachment points on CMU walls. Others to verify that walls will take these service loads
- Before engineering, GC is advised to have local fire marshal determine if sprinkler system is required.

Construct piers & erect structure to engineered plan.\*

11,675.00

SUB TOTAL 8.75% Sales Tax (structure only)

\$24,145.00 722.31

\$24,867.31

TOTAL

Terms:

1. Quote is good for 60 days; all sales are final.

2. Engineering begins upon receiving \$1,900 deposit.

- 3. Fabrication & Construction begin upon receiving \$11,000 deposit.
- 4. Balance due upon erection "completion" as defined by the earlier of (1) structures' suitability for its intended use or (2) issuance of an occupancy permit by the permitting authority.
- 5. Interest charged at 1.5% per month on account balances 30+ days overdue.

(see next page)

SHADE COMFORTS, INC.

77 SOLANO SQUARE #238

BENICIA, CA 94510

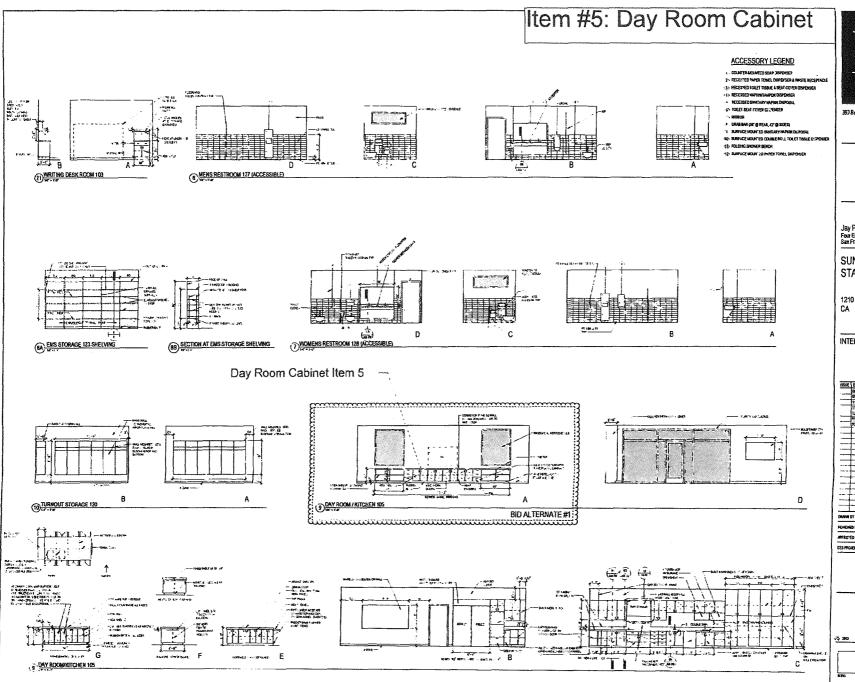
(T) 707-746-5080 \* www.shadecomforts.com



- \* Site plans, permits, fees and special inspections are General Contractor's responsibility. Price quoted by Shade Comforts, Inc. (i.e. "Subcontractor") includes all materials, rentals & labor and assumes the following conditions:
  - Unrestricted access to job site during daylight hours (upon mutually-agreed appointment).
  - Prior to engineering, GC to provide Soils Report if available.
  - · Construction security fencing is not included.
  - Prevailing wage rates apply.
  - Subcontractor intends to auger holes to construct (3) piers. Once begun, if soil or underground water conditions indicate that holes may collapse before filled with concrete, then it may become necessary to change construction methods, footing design, and scheduling. This could have adverse cost implications. Upon discovering these conditions, Subcontractor will confer with GC before continuing work.
  - The cutting & removal of concrete or asphalt is not necessary for constructing (3) piers.
  - At least 6' wide unimpeded access for front-end skid steer loader to travel between paved surface and each pier location.
  - No underground or overhead obstructions (e.g. utilities, sewer/irrigation lines, water, boulders, foundations, volcanic rock; trees, light posts, etc.). Additional work to be billed as a separate change order at the rate of cost (i.e. labor + overhead + materials + rentals) + 10% for (1) delays exceeding 2 hours caused by obstacles; (2) costs to remove, relocate or repair obstacles; (3) obstacles requiring excavation methods other than drilling; (4) obstacles necessitating alternative footing designs; or (5) incurred costs to relocate piers. Subcontractor will schedule USA Underground to detect public, underground utilities. GC is advised to engage a private company to search for underground utilities that USA Underground cannot detect.
  - Columns to be base-plated and anchor-bolted to underground, reinforced concrete piers. Subcontractor to grout under base plates, which will be set at rough grade before Others construct finish grade.
  - Subcontractor to unload delivery truck at the location where structure erection will immediately begin.
  - GC to provide access to toilet facility.

Please sign, date & return this quote with \$1,900.00 deposit for engineering.

Level 10 Construction		
General Contractor	<del></del>	Date
GC officer name (please print)	GC officer title	GC officer signature





393 Brailford Street Redwood City, Ca. 94063 Tel: (559) 364-6453 Fax: (650) 364-2618

Jay Paul Company Four Embarcadero Center, Suite 3620 San Francisco, CA 94111

## SUNNYVALE FIRE STATION 5

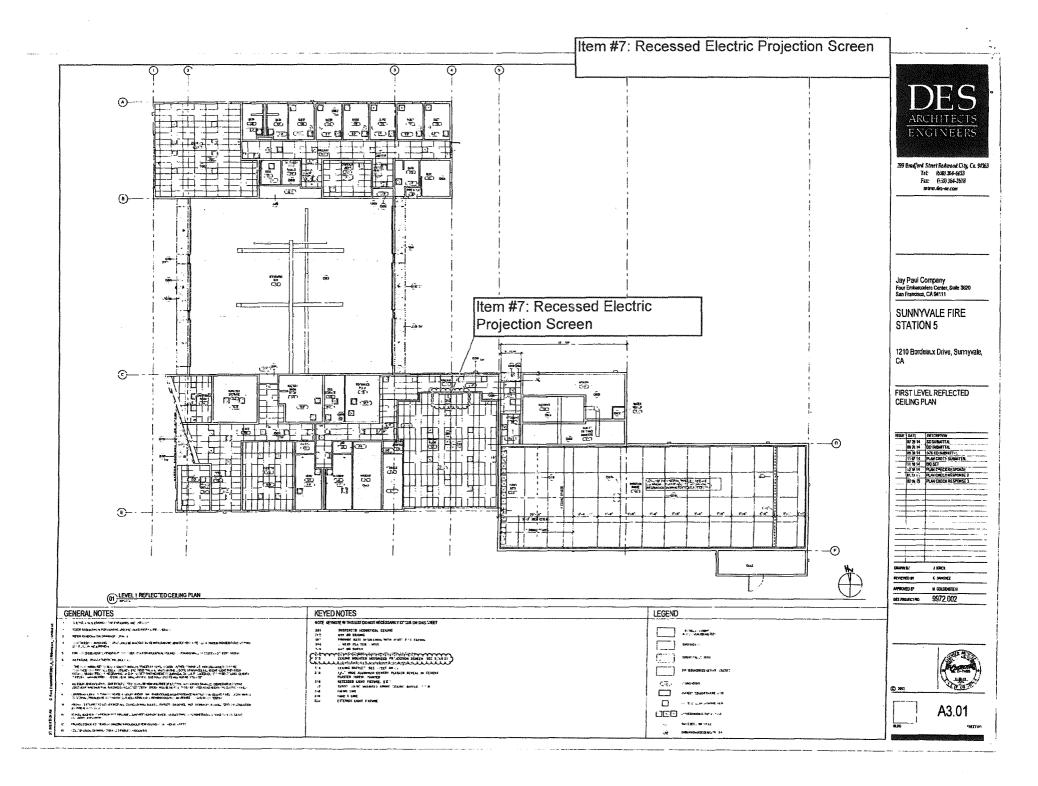
1210 Bordessux Drive, Sunnyvale, CA

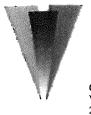
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APPROVI	D#	M COLDENSTON
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A6.02





Chris Tarrice
VMI Inc.
211 E. Weddell Dr.
Sunnyvale, CA 94089
Phone # (408) 745-1700
Fax # (408) 745-6721
Email: ctarrice@vmivideo.com

Item #7: Training Room 131 Recessed

Electrical Projection Screen

Item #8: AV Controls/Equipment at Training

Room 131

Redwood Electric Group 11/21/14

Attn: Mike Guarino

Email: mguarino@RedwoodEG.com RE: Sunnyvale Fire Station #5

### Mike,

In reference to the design requirements and information that has been given me, I am providing a quote for A/V system installation for the Sunnyvale Fire Station 5. The system requirements and functionality are proposed as follows:

- Provide and install electric screen with low voltage control
- Provide and install ceiling mounted projector
- Provide and install 2@ flat panel displays, left and right of the screen
- Provide and install wall plate controller for projector and screen
- Provide and install input for dedicated computer to be displayed on the projection screen
- Provide and install connection for laptop with both VGA and HDMI capability to be displayed on projection screen
- Provide and install audio conferencing capability
- Provide and install wireless mic system for audio conference and voice lift
- Provide and install ceiling speakers for audio conference, program audio and voice lift
- Provide and install equipment rack and support equipment within
- Provide and install all low voltage wiring for A/V system

### Others will need to supply the follow:

- Electrical for screen, projector, flat panel displays and rack location
- Analog phone line for audio conferencing equipment at rack location
- Dedicated computer and laptop
- Sufficient conduit and stubbed up conduits for A/V low voltage wiring
- All data cabling or wireless required for customer computer or laptop
- Comcast service and HD receivers

Please do not hesitate to give me a call with any questions you may have at (408) 605-4145.

1) NEC NP-PA521U/3ZL	1920x1200 Full HD projector with 5,200 lumens brightness		\$3,790.
	*special government pricing while program is in force		,
1) Chief CMS-440	ceiling suspension plate		110.
1) Chief RPA-285	projector adapter plate		155.
1) Da-Lite 70136LS	72.5"x116" Ceiling recessed Electric Screen		1.880.
2) Sharp LC60LE650U	60" LED/LCD flat panel display	1.220	2 440

2) Chief CMS-440	ceiling suspension plate	110.	220.
2) Chief LCM1U	flat panel ceiling mount	240,	480.
1) Extron MLC-104IP	System controller for projector and screen		680.
1) Extron IPA-T-RLY4	relay controller for screen		110.
1) Polycom EF-2241	audio conference hybrid and mic mixer with echo cancelle and VTX-1000 telephone	er	3,470.
1) Shure ULXS24/58	wireless hand held mic system		670.
1) Shure ULXS-14/83	wireless lavaliere mic system		710.
1) Shure UA507	rack mount for above		25.
1) Extron MPA401	40 watt amplifier		350.
1) Extron RSU-129	rack mount		75.
4) JBL Control 26CT	6" 70v Ceiling Speakers	145.	580,
1) Lot	wall plates for connection of HDMI and VGA w/audio		280.
<ol> <li>Kramer FC-46xl</li> </ol>	HDMI audio de-embedder		310.
1) MidAtlantic BRK20	equipment rack		440.
1) MidAtlantic PDS1615	remote relayed power sequencing power strip		245.
1) Misc.	cable/connectors/materials		940.
1) Installation	System installation to include installation of projector, ser Equipment rack, all support hardware and wiring	een	<u>3.320.</u>

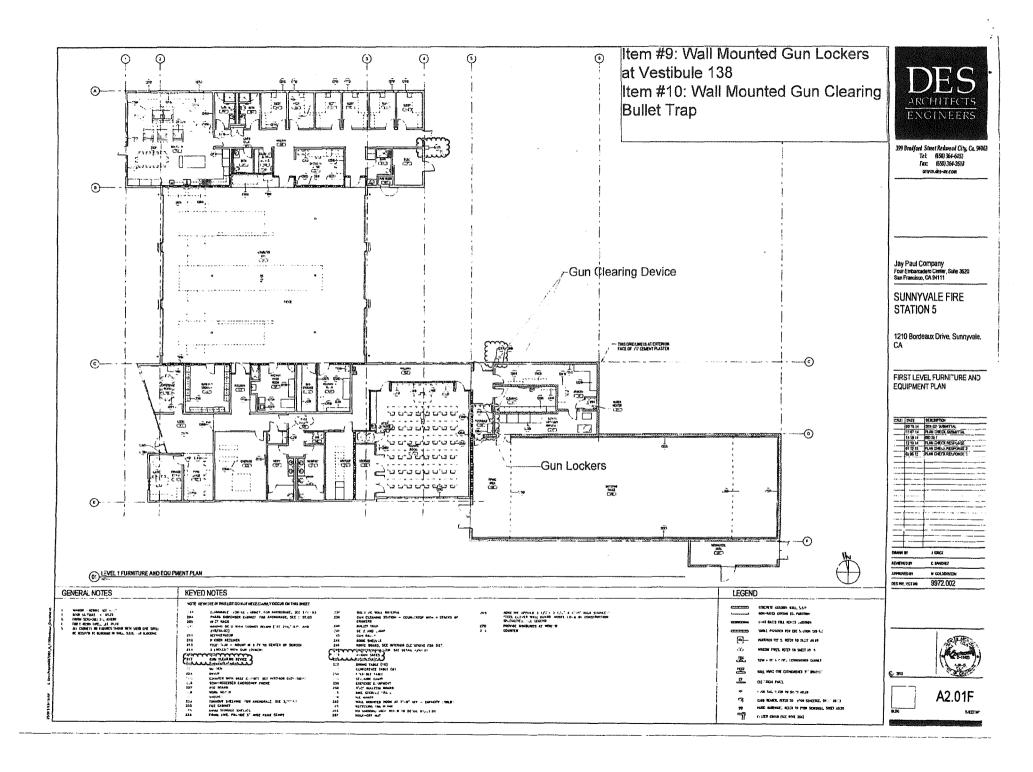
Total not including tax \$21,280.00

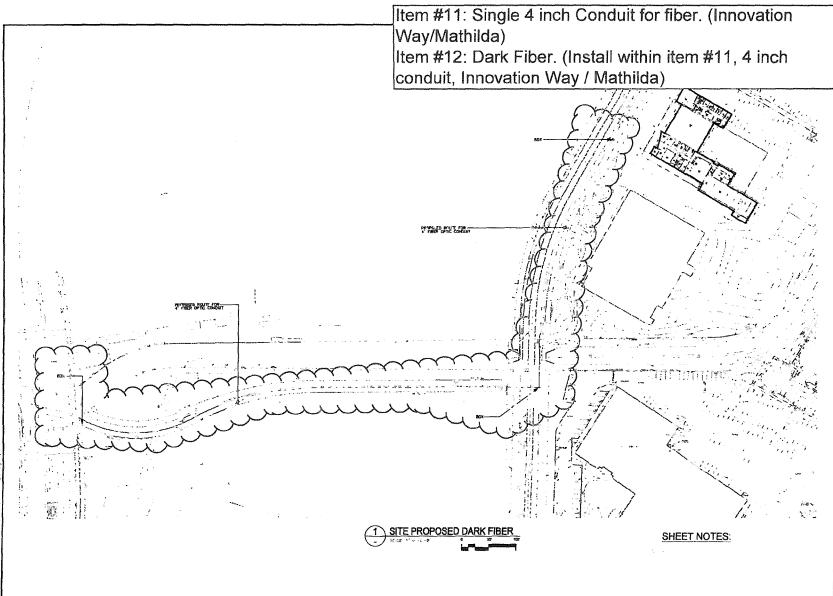
FOB: Dest

Terms: Net 30 on account Availability: 2-3 weeks ARO

Sincerely

Chris Tarrice **Manager Systems Installation** 







399 Brudford Street Reduced City, Ca. Tel: (650) 364-6453 Fax: (650) 364-2618

### JAY PAUL COMPANY

Four Embercadero Center, Suite 3620 San Francisco, CA 94104

### SUNNYVALE -FIRE STATION 5

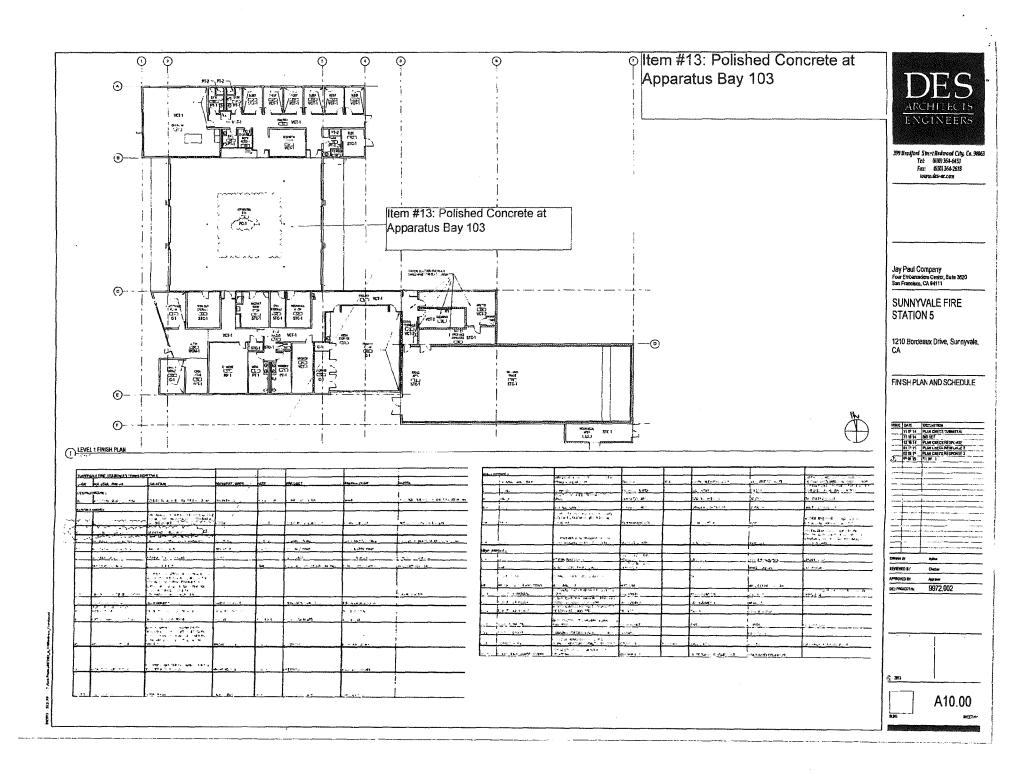
1210 Bordeaux Drive Sunnyvale, CA 94089

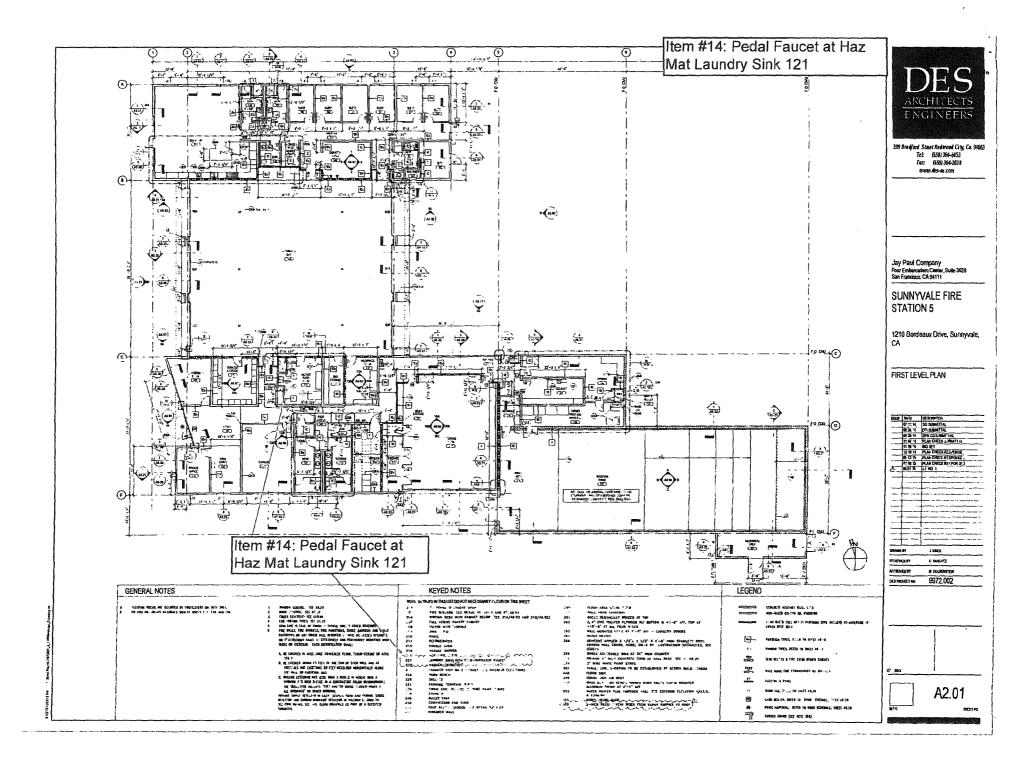
SITE PROPOSED DARK FIBER

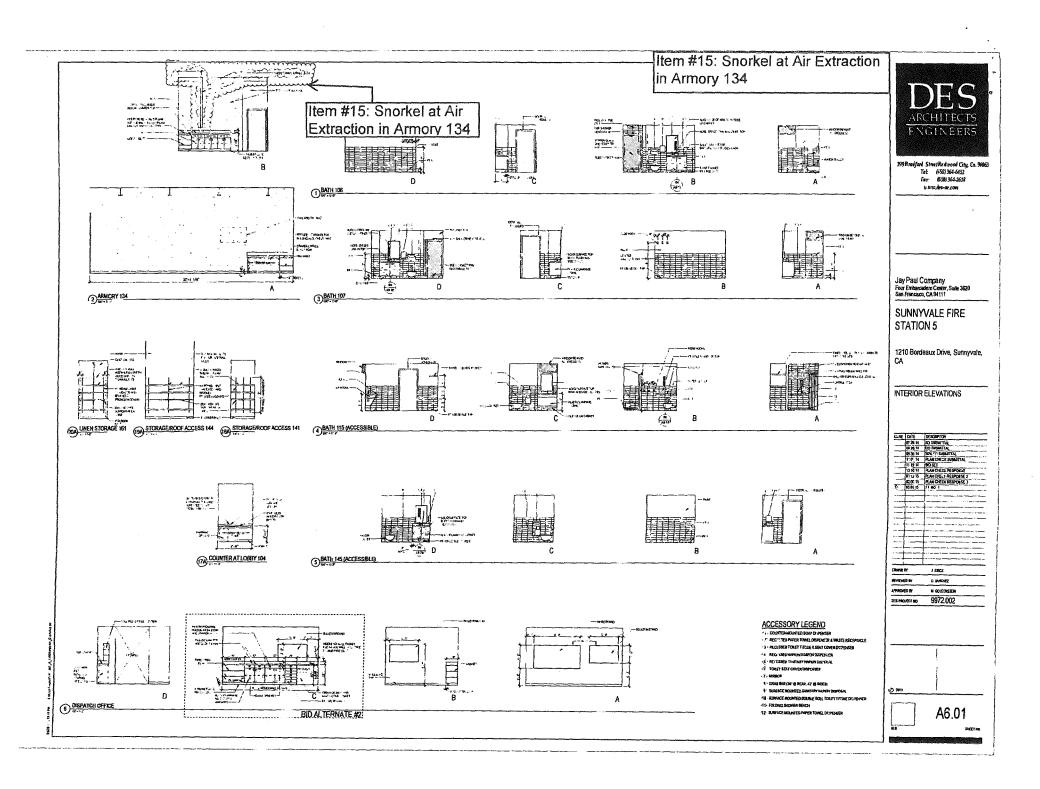
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REMEMBER BY: APPROYED BY:						
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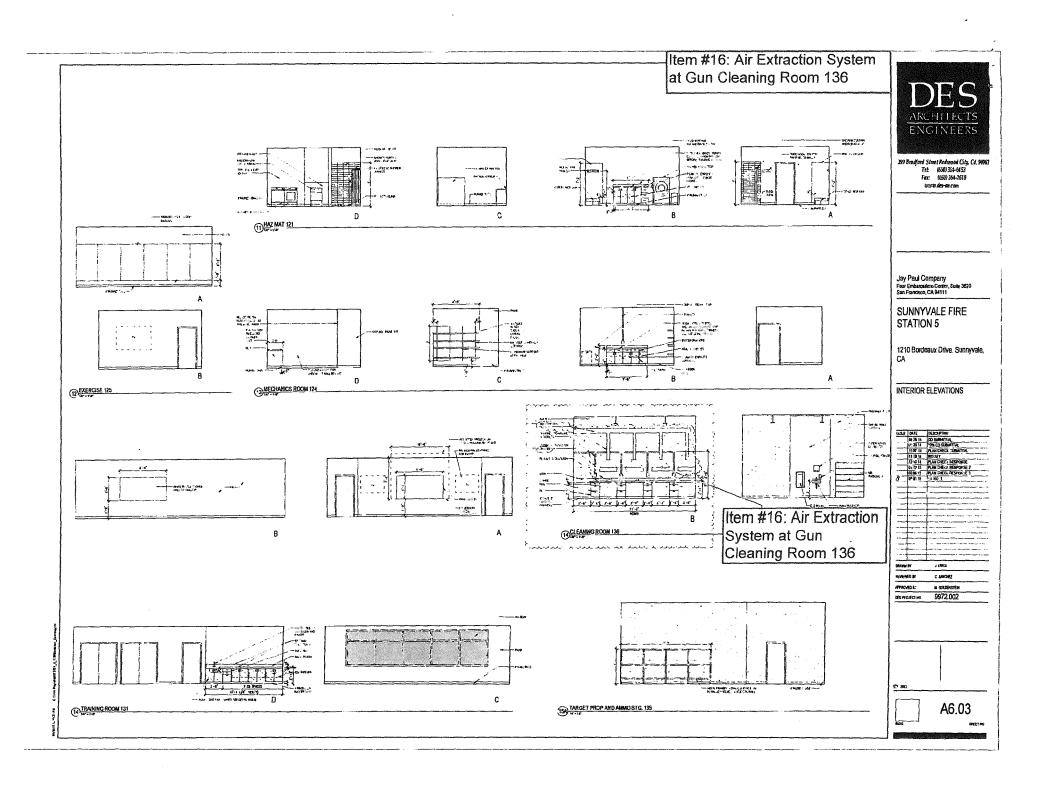


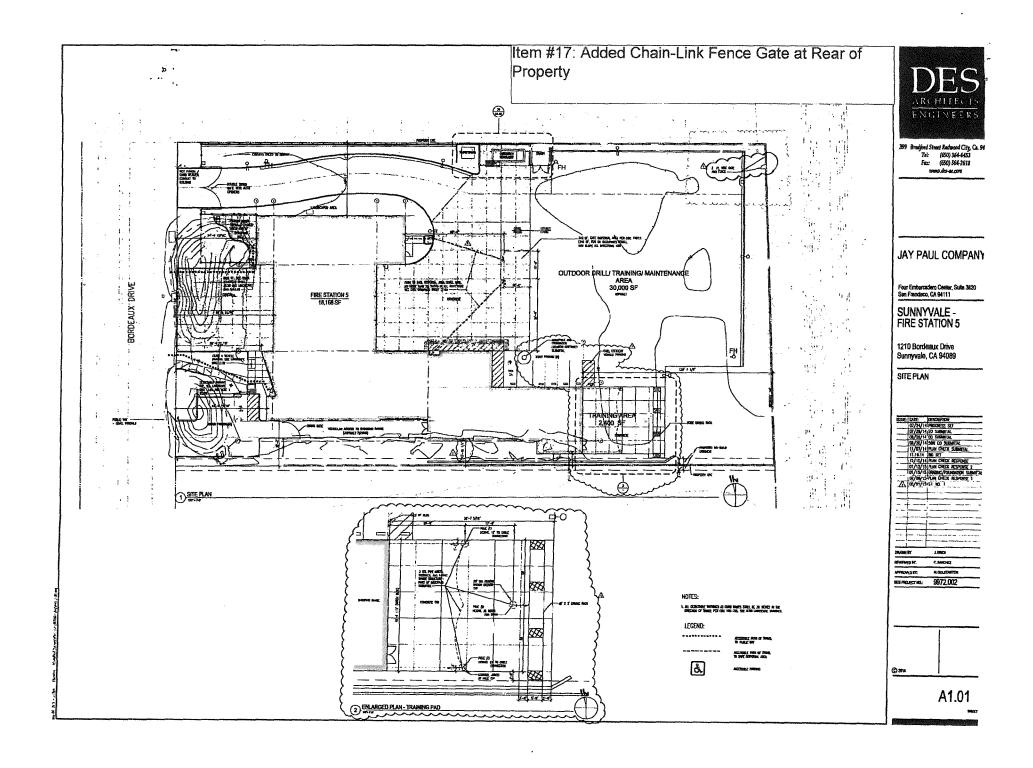
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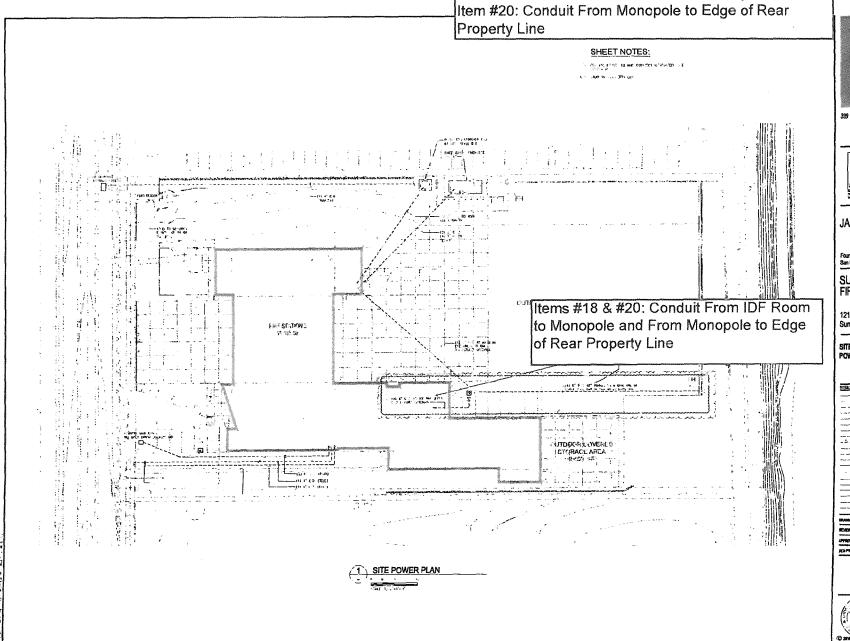












Item #18: Conduit From IDF Room to Monopole



399 Breatford Street Redwood City, Ca. 94063 Tel: (650) 364-6453 Fac: (650) 364-2618 warm.de-4e.com



JAY PAUL COMPANY

Four Embarcacero Center, Suita 3620 San Francisco, CA 94111

SUNNYVALE - FIRE STATION 5

1210 Bordeaux Drive Sunnyvale, CA 94089

SITE POWER PLAN

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E2.2

Date: 01/29/2015



# Price Only Proposal

To:

Michael Chae

Level 10

1050 Enterprise Way

Suite 250

Sunnyvale, CA 94089

REG Project Name: Sunnyvale Fire Station #5-1032

**REG Project Number: 9901** 

Reference: L10 PCO #TBD

Description of Work: Monopole Changes

Additional number of days required to complete this work: 0

Exclusions and Clarifications:

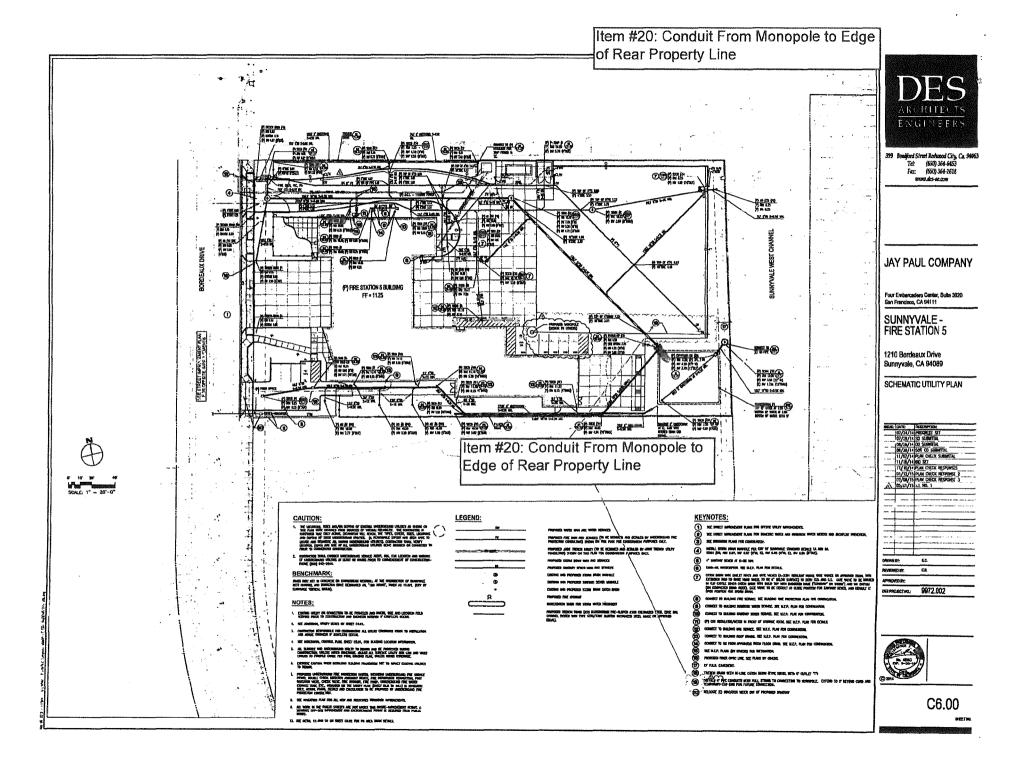
• This/change represents crediting the (4) 4" PVC conduits to the monopole from the IDF to (4) 6" PVC conduits to the monopole from the IDF, and to the property

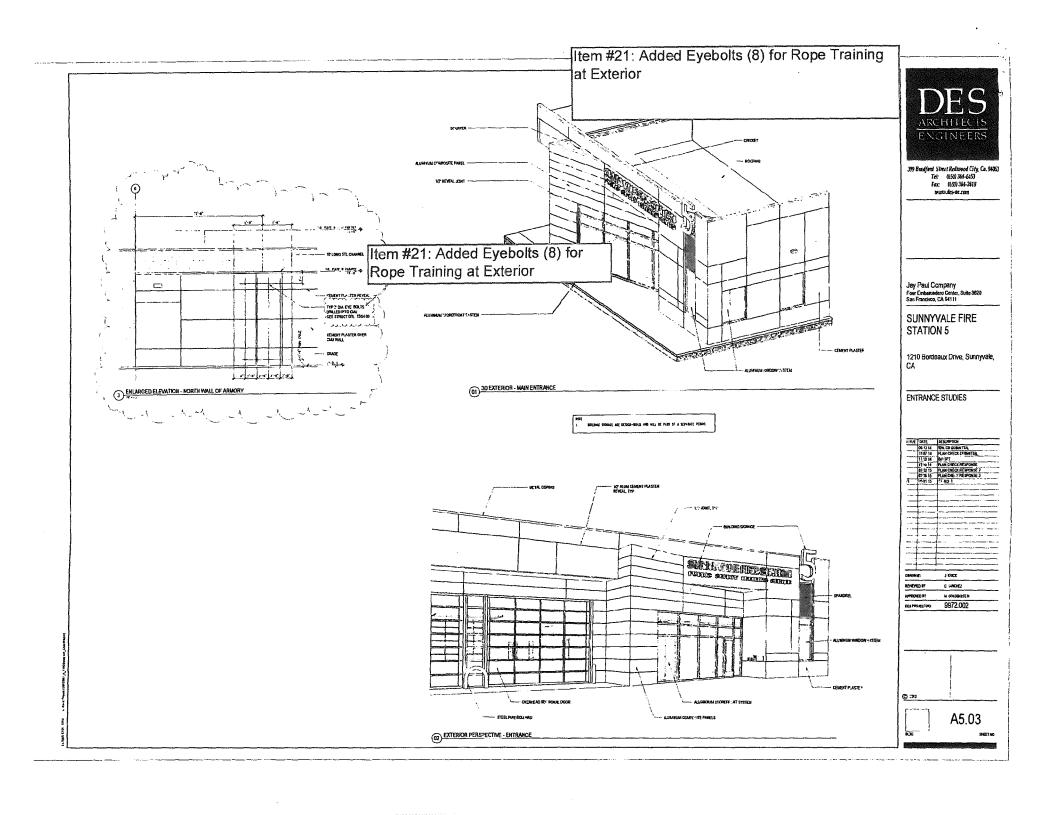
We are also providing a #2 ground to the monopole from the IDF and a counterpoise ground ring with (6) 34" x 8' copper weld ground rod.

No work will be started until a fully executed Contract, Change Order or Notice to Proceed is received. This proposal is valid for 30 days.

David Pearce/Senior Project Manager

REG PCO #: 001





May 1, 2015



Casey Kraning Jay Paul Company Four Embarcadero Center, Suite 3620 San Francisco, CA 94111

Project: Sur

Sunnyvale Fire Station No. 5

DES Project No. 9972.002

Re:

Additional Fee Proposal for Monopole Foundation

Dear Casev:

The following summary outlines the additional effort expended by DES in the coordination and design of the foundation for the proposed new monopole at Fire Station 5.

**Architectural and Project Management Coordination:** 

38.5 hours by Mike Goldenstein at \$165/hour

\$6,352.50

Meetings and meeting notes for meetings with Level 10

and Jay Paul Company, DPS, and Motorola

\$3,300

16.5 hours by Craig Ivancovich at \$200/hour Meetings with Level 10, DPS, and Motorola

Structural Engineering:

14.75 hours by Tony Thompson at \$150/hour

\$2,212.50

Design of two optional foundation systems and coordination with TRC (Geotechnical Engineer) for additional boring and soils report for monopole.

**Total DES Added Scope:** 

\$11,865

Let me know if you have any questions concerning this proposal.

Sincerely,

DES Architects + Engineers, Inc.

TOTAL STATE

Michael Goldenstein, AIA Project Manager

cc: Maria

Maria Maguigan, Jay Paul Company

Kris McGee, Jay Paul Company

Craig Ivancovich, DES

Item #22: KC/Future Planning,inc.
Monopole Design Cost

#### KC/future planning, inc.

5385 Thomas Ave. Oakland, CA 94618

#### **INVOICE FOR SERVICES**

December 31, 2014 Invoice # 11329 A

To:

Jay Paul Company

ATTN: Melissa Cunningham

Four Embarcadero Center, Suite 3620

San Francisco, CA 94111

Re:

Jay Paul Company

KC/fp Project #Jay Paul 01-14

#### WORK COMPLETED

Discussions and meetings specific to the Fire Station Monopole coordination

Billing period: December 1 - 31, 2014

#### **CONSULTING FEES DUE THIS PERIOD**

\$1,942.50

Moffett Place Fire Station

C. Brosius:

10.50 hours @

\$185 /hr.

\$ 1,942.50 \$ 1,942.50

#### TOTAL BILLING THIS INVOICE

\$1,942.50

Thank you for the opportunity to work with you on this project.

#### KC/future planning, inc.

5385 Thomas Ave. Oakland, CA 94618

#### **INVOICE FOR SERVICES**

November 28, 2014 Invoice # 11326A

To:

`.' a 6 a

Jay Paul Company

ATTN: Melissa Cunningham

Four Embarcadero Center, Suite 3620

San Francisco, CA 94111

Re:

Jay Paul Company

KC/fp Project #Jay Paul 01-14

#### **WORK COMPLETED**

Discussions and meetings specific to the Fire Station Monopole coordination

Billing period: November 1 - 28, 2014

#### **CONSULTING FEES DUE THIS PERIOD**

\$647.50

Moffett Place Fire Station

C. Brosius:

3.50 hours @

\$185 /hr.

\$ 647.50 \$ 647.50

#### TOTAL BILLING THIS INVOICE

\$647.50

Thank you for the opportunity to work with you on this project.



115 Arundel Rd. San Carlos, CA 94070 Phone: 650-591-3680 Fax: 650-596-8040

City of Sunnyvale Captain Jeff Hunter

QTY	SUB SYS	DESCRIPTION	UNIT	<b>EXTENDED</b>
1	Monopole	Monopole Tower, see scope of work	\$374,692.00	\$374,692.00
			Subtotal	\$374,692.00
			Sales Tax	Included
			Freight	Included
			Total	\$374,692.00

#### **Pricing Based on the SVRCS Contract**

If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale or alternatively, receive your purchase order, which will be acknowledged with a letter enclosing the Motorola standard terms and conditions.

## TERMS: Net 30 Days from Invoice Date. (see payment milestones below)

**Payment Milestones** 

40% Upon issueance of purchase order		\$149,876.80
40% Upon completion of installation		\$149,876.80
20% Upon acceptance	_	\$74,938.40
	Payments Total	\$374,692.00

**PHONE:** 650-591-3680 Fax: 650-596-8040 **ADDRESS:** 115 Arundel Rd., San Carlos, CA 94070

sent via email

jeff.grace@motorolasolutions.com

QUOTED BY Jeff Grace DATE: 4/8/2015



### City of Sunnyvale

#### Agenda Item

**15-0723 Agenda Date:** 8/11/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Receive and File the City of Sunnyvale Investment Report - 2nd Quarter 2015

#### **BACKGROUND**

In accordance with California Government Code Section 53646, staff is submitting the attached investment report for Council's review. The report includes all investments managed by the City of Sunnyvale. Staff invests all funds not immediately needed for disbursement. The current portfolio market value is \$314,198,929.

Funds for the City's Deferred Compensation Plan, the City's Retirement Plan, Retiree Medical Trust, and any proceeds of debt issuance are not invested by City staff. These funds are managed by third party administrators.

#### **EXISTING POLICY**

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

The California Government Code also requires investment objectives of safety, liquidity, and yield in that order. As such, safety of principal is the foremost objective of the City's investment program. The portfolio must remain sufficiently liquid to enable the City to meet all cash requirements. The City's portfolio is diversified by type of investment, issuer, and maturity date. Diversification is required in order that potential losses on individual securities do not exceed the income generated.

The City Council first adopted a policy (7.1.2 Investment and Cash management) governing the investment of City funds on July 30, 1985. This policy is reviewed and adopted annually; the most recent was adopted on October 28, 2014 (RTC 14-0804) for Fiscal Year 2014/15. The City's investment policy follows the Government Code and includes additional restrictions on some investments such as a lower allowable percentage per investment type or issuer than State law.

#### **ENVIRONMENTAL REVIEW**

This action does not require environmental review because it is not a project that has the potential for causing a significant impact on the environment. (CEQA Guideline 15061(b)(3).) Government administrative and organizational activities that will not result in a direct or indirect change in the physical environment do need to be reviewed under CEQA. (CEQA Guideline 15378(b).)

**15-0723** Agenda Date: 8/11/2015

#### **DISCUSSION**

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

The market value is determined by an independent pricing service at the end of every accounting period. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace and have no effect on the City's financials. The City will receive full par value for the investment at maturity.

Summary and detailed information on each security is provided. Also included is an activity report of sales, purchases and maturities for this accounting period as required by Government Code 53607. An evaluation of portfolio performance this accounting period compared to the previous accounting period and compared to the same accounting period of last fiscal year is also included. The City's portfolio has a current yield of .78%. Yields on allowable investments continue to be historically low as concerns with the world economy fuel demand for high quality investments. In addition, the Fed continues to hold the Federal Funds Rate down to stimulate economic growth.

Short term investments are placed in an interest bearing checking account with our primary banking institution, Union Bank and with the State's Local Agency Investment Fund (LAIF) to meet the liquidity needs of the City. LAIF is a program created by statute as an investment alternative for California's local governments and special districts. This program offers local agencies the opportunity to participate in a major portfolio pool administered by the State Treasurer's office. The current yield for the LAIF portfolio is .29%.

#### FISCAL IMPACT

Interest earnings for FY 2014/15 as of Period 13 for all City funds totaled \$2,130,004.

#### **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

Receive and file the City of Sunnyvale FY 2014/15 Period 13 investment report.

Prepared by: Timothy J. Kirby, Assistant Finance Director

Reviewed by: Grace K. Leung, Director, Finance

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENT**

1. City of Sunnyvale's FY 2014/15 Period 13 Investment Report

15-0723	<b>Agenda Date:</b> 8/11/2015



#### **CITY OF SUNNYVALE**

#### PORTFOLIO EVALUATION PERIOD 13 FY 2014/2015

#### **INFORMATION UPDATE:**

Pursuant to the California Government Code, attached is detailed information on all securities, investments, and moneys held by the City. I hereby certify that the City's portfolio complies with the City's adopted Investment Policy and the reporting requirements of State Law, and that sufficient funds are available to meet expenditure requirements for the next 6 months, ending January 2016.

Date: July 15, 2015

Grace Leung, Finance Director

CC:

Members of the City Council

City Manager

#### PORTFOLIO EVALUATION - PERIOD 13 FY 2014/2015 (5/24/2015 -6/30/2015)

DESCRIPTION	DOLLAR AMOUNT	FY 14/15 PERIOD 13 (5/24/15 - 6/30/15)	FY 14/15 PERIOD 12 (4/26/15 - 5/23/15)	FY 13/14 PERIOD 13 (5/25/14- 6/30/14)
TOTAL PORTFOLIO MARKET VALUE AVERAGE LIFE OF PORTFOLIO (DAY CITY - WEIGHTED YIELD (Current Per STATE POOL YIELD 90 DAY T-BILL RATE (Current Period) VARIANCE FROM CITY YIELD 1 YEAR TREASURY RATE (Current Pe VARIANCE FROM CITY YIELD TREASURY YIELD WITH SAME AVG L VARIANCE FROM CITY YIELD	riod)	\$314,198,929.47 505 0.78% 0.29% 0.01% 0.77% 0.27% 0.51% 0.49%	509 0.75% 0.29% 0.01% 0.74% 0.24% 0.51% 0.45%	586 0.66% 0.22% 0.03% 0.63% 0.10% 0.56% 0.32%
TOTAL INVESTMENTS MATURING WITHIN 0 TO 1 YEAR	\$117,377,184.05	37.35%	37.26%	37.53%
TOTAL INVESTMENTS MATURING WITHIN 1 TO 3 YEARS	\$185,364,494.00	59.00%	59.00%	50.14%
TOTAL INVESTMENTS MATURING WITHIN 3 TO 5 YEARS	\$11,457,251.42	3.65%	3.74%	12.33%
TOTAL INVESTMENTS MATURING OVER 5 YEARS **	\$0.00	0.00%	0.00%	0.00%
TOTAL	\$314,198,929.47	100.0%	100.0%	100.0%

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



# CITY OF SUNNYVALE Portfolio Management Portfolio Summary May 24, 2015 through June 30, 2015

City of Sunnyvale 650 West Olive Ave. Sunnyvale, CA 94086 (408)730-7604

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	49,955,311.32	49,955,311.32	49,955,311,32	15.93	1		<del></del>	
Medium Term Notes	35,125,000.00	35,807,885.00	35,853,828.77	11.44	1.135	625	0.286	0.290
Federal Agency Issues - Coupon	155,966,000.00	159,013,962,42	158,494,873,35	50.55	1,133		1.003	1.017
Treasury Securities - Coupon	65,000,000.00	65,400,392,00	65,240,048,10	20.81		707	0.913	0.926
US Govt Mortgage Passthroughs	18.60	18.73	19.05	0.00	1,100	361	0.569	0.577
Municipal Bonds	4,000,000.00	4,021,360.00	4,000,000.00		7,914	244	9.548	9.680
				1.28	1,435	92	2.633	2.670
Investments	310,046,329.92	314,198,929.47	313,544,080.59	100.00%	945	505	0.774	0.785
Cash and Accrued Interest Accrued Interest at Purchase		A Committee of the Comm						
Subtotal		66,398.33	66,398.33					
		66,398.33	66,398.33					
Total Cash and Investments	310,046,329.92	314,265,327.80	313,610,478.92		945	505	0.774	0.785

Total Earnings	June 30 Period Ending	Fiscal Year To Date	Fiscal Year Ending	
Current Year	247,203.83	2,130,004.44	2,130,004.44	

GRACE LEUNG, TREASURER

#### CITY OF SUNNYVALE Portfolio Management Portfolio Details - Investments June 30, 2015

CUSIP	Investment #	Issuer		Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool	Accounts											
SYS90-119	90-119	STATEPOOL		_	49,955,311.32	49,955,311.32	49,955,311.32	0.290	(	0.290	1	
			Subtotal and Averag	е	49,955,311.32	49,955,311.32	49,955,311.32			0.290	1	
Medium Term	Notes											
36962G7G3	14-014	GENERAL ELEC	TRIC	01/15/2014	3,375,000.00	3,421,764.00	3,398,643.20	2.300	-	2.090	1 202	01/14/2019
369604BC6	15-008	GENERAL ELEC	TRIC	01/26/2015	4,000,000.00	4,357,172.00	4,395,160,19	5.250		1.109	•	
36962G5H3	15-011	GENERAL ELEC	TRIC	03/17/2015	4,000,000.00	4,126,292.00	4,133,030.74	3.350		0.760		12/06/2017
38259PAC6	13-006	Google		12/05/2012	4,000,000.00	4,059,692.00	4,051,125.40	2.125		0.760 0.659		10/17/2016 05/19/2016
459200GX3	13-007	IBM		12/17/2012	3,000,000.00	3,043,101.00	3,037,511.58					
478160BL7	15-012	Johnson and Joh	nson	04/01/2015	2,750,000.00	2,750,011.00	2,761,949.47	1.950		0.750		07/22/2016
594918AG9	12-020	Microsoft Corp		05/02/2012	4,000,000.00	4,012,576.00	4,009,453.61	1.125 1.625		0.940		11/21/2017
594918AK0	12-023	Microsoft Corp		05/18/2012	3,000,000.00	3,037,134.00				0.601		09/25/2015
89233P6S0	15-013	TOYOTA		04/01/2015	3,000,000.00	3,007,647.00	3,032,996.96	2.500		0.650		02/08/2016
94974BFG0	15-017	Wells Fargo Corp		06/03/2015	4,000,000.00	3,992,496.00	3,010,670.24	1.250		1.090		10/05/2017
		g. 201					4,023,287.38	1.500		1.521	930	01/16/2018
			Subtotal and Averag	е	35,125,000.00	35,807,885.00	35,853,828.77		1	1.017	625	
Federal Agency	y Issues - Coupon											
3133ECFV1	13-016	FEDERAL FARM	CREDIT BANK	03/20/2013	4,000,000,00	4,005,188,00	4,000,436.62	0.430	0	0.353	212	01/29/2016
3133EDDV1	14-016	FEDERAL FARM	CREDIT BANK	01/23/2014	4,000,000.00	4,017,036.00	3,994,576.59	1.160		1.220		10/23/2017
3133EDG89	14-018	FEDERAL FARM	CREDIT BANK	03/03/2014	4,000,000,00	4,037,132.00	4,000,000.00	1.250		1.250		04/03/2018
3133EDKP6	14-023	FEDERAL FARM		05/01/2014	4,000,000.00	4,014,720.00	3,998,856.00	1.070		1.084		09/01/2017
3133EDDK5	14-025	FEDERAL FARM		05/06/2014	4,000,000.00	4,014,796.00	4,007,428.09	1.000		0.895		04/17/2017
3133EDKP6	14-029	FEDERAL FARM	CREDIT BANK	06/05/2014	4,000,000.00	4,014,720.00	4,006,823.33	1.070		0.990		09/01/2017
3133ED2D3	14-030	FEDERAL FARM		06/05/2014	1,000,000.00	1,014,891.00	1,011,967.80	1.550		).990 ).999		09/01/2017
3133EETE0	15-014	FEDERAL FARM	CREDIT BANK	05/15/2015	4,000,000.00	4,014,820.00	4,019,477.29	1.125		0.942		03/12/2018
3133EEQM5	15-015	FEDERAL FARM	CREDIT BANK	05/21/2015	4,000,000.00	4,011,872.00	4,014,623.62	1.110		0.969		02/20/2018
3133EEP95	15-018	FEDERAL FARM	CREDIT BANK	06/08/2015	4,000,000.00	4,002,340.00	3,990,840.63	1.110		1.180		06/01/2018
313375RN9	13-018	FEDERAL HOME	LOAN BANK	04/22/2013	3,000,000.00	3,012,948.00	3,012,675.65	1.000		0.388		03/11/2016
3133834R9	13-022	FEDERAL HOME	LOAN BANK	05/13/2013	4,000,000.00	3,999,728.00	3,997,191.12	0.375		0.447		
313383R78	14-001	FEDERAL HOME	LOAN BANK	07/18/2013	4,000,000.00	4,011,512.00	4,001,654.61	0.750				06/24/2016
3130A0C65	14-010	FEDERAL HOME		12/23/2013	4,000,000.00	4,004,748.00	3,992,580.39	0.730		0.710 0.751		07/18/2016 12/28/2016
313379DD8	14-017	FEDERAL HOME	LOAN BANK	02/28/2014	4,000,000.00	4,020,904.00	4,012,259.85	1.000				
3130A1NN4	14-021	FEDERAL HOME		04/17/2014	4,000,000.00	4,012,784.00				0.842		06/21/2017
3133782N0	14-027	FEDERAL HOME		05/08/2014	4,000,000.00	4,013,568.00	3,995,426.28 4,003,718.36	0.875 0.875		0.936 0.819		05/24/2017
313383V81	15-007	FEDERAL HOME		01/14/2015	4,000,000.00	4,001,716,00	- ,					03/10/2017
313378A43	15-019	FEDERAL HOME		06/08/2015	4,000,000.00	4,001,716.00	4,001,414.82 4,027,545.51	0.375 1.375		).151 1.114		08/28/2015 03/09/2018
					.,,	1,001,010.00	4,021,040.01	1.073	'	. 1 14	902	J310912018

Portfolio CITY

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# CITY OF SUNNYVALE Portfolio Management Portfolio Details - Investments June 30, 2015

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Water	Stated	225	YTM	Days to	Maturity
Federal Agency	/ Issues - Coupon				Market value	Book Value	Rate	S&P	365	Maturity	y Date
3137EACT4	14-004	FEDERAL HOME LOAN MORT CORP	09/03/2013	4 000 000 00	4 077 500 00						
3137EAAM1	14-011	FEDERAL HOME LOAN MORT CORP	12/23/2013	4,000,000.00	4,077,592.00	4,063,079.67	2.500	(	0.738	331	05/27/2016
3137EAAM1	14-012	FEDERAL HOME LOAN MORT CORP	01/10/2014	4,000,000.00 4,000,000.00	4,283,384.00	4,266,693.91	5.000	(	0.834	596	02/16/2017
3137EADF3	14-022	FEDERAL HOME LOAN MORT CORP	04/17/2014		4,283,384.00	4,257,756.45	5.000	(	0.965	596	02/16/2017
3137EADJ5	15-002	FEDERAL HOME LOAN MORT CORP	09/02/2014	4,000,000.00	4,044,716.00	4,024,046.70	1.250	(	0.922	681	05/12/2017
3137EABA6	15-003	FEDERAL HOME LOAN MORT CORP	09/03/2014	4,000,000.00 4,000,000.00	4,018,628.00	4,001,685.39	1.000	(	0.979	758	07/28/2017
3137EADN6	15-006	FEDERAL HOME LOAN MORT CORP	12/04/2014		4,400,860.00	4,367,738.79	5.125	•	1.174	870	11/17/2017
3137EADH9	15-010	FEDERAL HOME LOAN MORT CORP	02/24/2015	4,000,000.00	3,980,080.00	3,964,374.85	0.750	•	1.109	926	01/12/2018
3135G0LN1	13-011	FEDERAL NATL MORTGAGE ASSN	01/16/2013	4,000,000.00	4,021,948.00	4,016,824.14	1.000	(	787	729	06/29/2017
3135G0BA0	13-019	FEDERAL NATL MORTGAGE ASSN	04/22/2013	4,000,000.00	4,000,044.00	4,000,018.15	0,500	(	336	1	07/02/2015
31359M4D2	14-009	FEDERAL NATL MORTGAGE ASSN		4,000,000.00	4,063,796.00	4,060,662.30	2.375	(	0.411	285	04/11/2016
3135G0ZB2	14-024	FEDERAL NATL MORTGAGE ASSN	12/20/2013 05/02/2014	4,000,000.00	4,284,580.00	4,266,497.44	5.000	(	0.817	593	02/13/2017
3135G0MZ3	15-001	FEDERAL NATL MORTGAGE ASSN		4,000,000.00	4,004,804.00	3,992,464.79	0.750	(	.856		04/20/2017
3135G0PQ0	15-004	FEDERAL NATL MORTGAGE ASSN	08/28/2014	4,000,000.00	4,009,484.00	3,984,920.44	0.875	1	.053	789	08/28/2017
3135G0MZ3	15-009	FEDERAL NATL MORTGAGE ASSN	10/01/2014	4,000,000.00	4,001,832.00	3,972,191.86	0.875	1	.181	848	10/26/2017
3135G0TG8	15-016	FEDERAL NATL MORTGAGE ASSN	02/20/2015	4,000,000.00	4,009,484.00	3,999,726.17	0.875	(	.878	789	08/28/2017
880591EQ1	14-015	TENNESSEE VALLEY AUTHORITY	05/21/2015	4,000,000.00	3,990,152.00	3,994,437.46	0.875	(	.929		02/08/2018
880591EQ1	14-019	TENNESSEE VALLEY AUTHORITY	01/21/2014	4,000,000.00	4,034,892.00	4,008,149.03	1.750	1	.685		10/15/2018
880591EC2	14-020	TENNESSEE VALLEY AUTHORITY	03/06/2014	3,966,000.00	4,000,595.42	3,987,568.16	1.750	1	.578		10/15/2018
880591EA6	14-028		03/13/2014	4,000,000.00	4,362,484.00	4,327,012.35	4.500	1	.429		04/01/2018
880591CU4	15-005	TENNESSEE VALLEY AUTHORITY TENNESSEE VALLEY AUTHORITY	05/15/2014	4,000,000.00	4,371,912.00	4,363,715.63	5.500		.978		07/18/2017
	10-000		10/08/2014	4,000,000.00	4,509,072.00	4,485,813.11	6.250		.194		12/15/2017
7		Subtotal and Average		155,966,000.00	159,013,962.42	158,494,873.35	* *		.926	707	
Treasury Securi	ities - Coupon										
912828TK6	13-001	UNITED STATE TREASURY	08/21/2012	4,000,000.00	4,000,312.00	2 000 044 05					
912828TP5	13-003	UNITED STATE TREASURY	10/09/2012	3,000,000.00	3,000,936.00	3,999,241.35	0.250		.405		08/15/2015
912828PJ3	13-004	UNITED STATE TREASURY	11/07/2012	4,000,000,00	4,021,564.00	2,999,501.05	0.250		).330		09/15/2015
912828PM6	13-009	UNITED STATE TREASURY	12/19/2012	4,000,000.00		4,015,889.98	1.375		.414		11/30/2015
912828KT6	13-013	UNITED STATE TREASURY	01/18/2013	4,000,000.00	4,039,064.00 4,063,752.00	4,034,384.82	2.125		.398		12/31/2015
912828TD2	13-014	UNITED STATE TREASURY	02/27/2013	3,000,000.00		4,058,134.10	2.375		.422	274	03/31/2016
912828NP1	13-015	UNITED STATE TREASURY	02/27/2013	3,000,000.00	3,000,234.00	2,999,954.64	0.250	C	.290	14	07/15/2015
912828RF9	13-023	UNITED STATE TREASURY	06/04/2013	4,000,000.00	3,004,218.00	3,003,595.16	1.750		.288		07/31/2015
912828RJ1	13-024	UNITED STATE TREASURY	06/27/2013	4,000,000.00	4,028,752.00	4,019,948.00	1.000	C	.568	427	08/31/2016
912828RJ1	14-002	UNITED STATE TREASURY	08/05/2013		4,030,312.00	4,008,333.73	1.000	C	.831	457	09/30/2016
912828RF9	14-003	UNITED STATE TREASURY	08/19/2013	4,000,000.00 4,000,000.00	4,030,312.00	4,016,797.82	1.000	C	.660	457	09/30/2016
912828RM4	14-005	UNITED STATE TREASURY	10/30/2013		4,028,752.00	4,011,253.07	1.000	C	.756	427	08/31/2016
			10/30/2013	4,000,000.00	4,030,312.00	4,021,130.36	1.000	C	0.600	488	10/31/2016

Portfolio CITY

#### CITY OF SUNNYVALE Portfolio Management Portfolio Details - Investments June 30, 2015

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P		Days to	
Treasury Securit	ies - Coupon										·
912828RU6	14-006	UNITED STATE TREASURY	11/22/2013	4,000,000.00	4,023,436.00	4,017,301.86	0.875		0.567	518	11/30/2016
912828RX0	14-007	UNITED STATE TREASURY	12/06/2013	4,000,000.00	4,023,436.00	4,013,467.89	0.875		0.648	549	12/31/2016
912828SC5	14-008	UNITED STATE TREASURY	12/09/2013	4,000,000.00	4,022,188.00	4,010,884.46	0.875		0.701		01/31/2017
912828SC5	14-013	UNITED STATE TREASURY	01/10/2014	4,000,000.00	4,022,188,00	3,998,433,53	0.875		0.900		01/31/2017
912828SM3	14-026	UNITED STATE TREASURY	05/08/2014	4,000,000.00	4,030,624.00	4,011,796.28	1.000		0.829		03/31/2017
		Subtotal and Average		65,000,000.00	65,400,392.00	65,240,048.10			0.577	361	
US Govt Mortgag	ge Passthroughs										
313401TJ0	87-009	FEDERAL HOME LOAN MORT CORP	07/01/1994	18.60	18.73	19.05	10.000		9.680	244	03/01/2016
		Subtotal and Average		18.60	18.73	19.05	****		9.680	244	
Municipal Bonds	3		***************************************	-							
13063BNR9	12-004	Muni Bond -ST of CA Water Res	10/27/2011	4,000,000.00	4,021,360.00	4,000,000.00	2.674		2.670	92	10/01/2015
		Subtotal and Average	•	4,000,000.00	4,021,360.00	4,000,000.00			2.670	92	
		Total and Average		310,046,329.92	314,198,929.47	313,544,080.59			0.785	505	

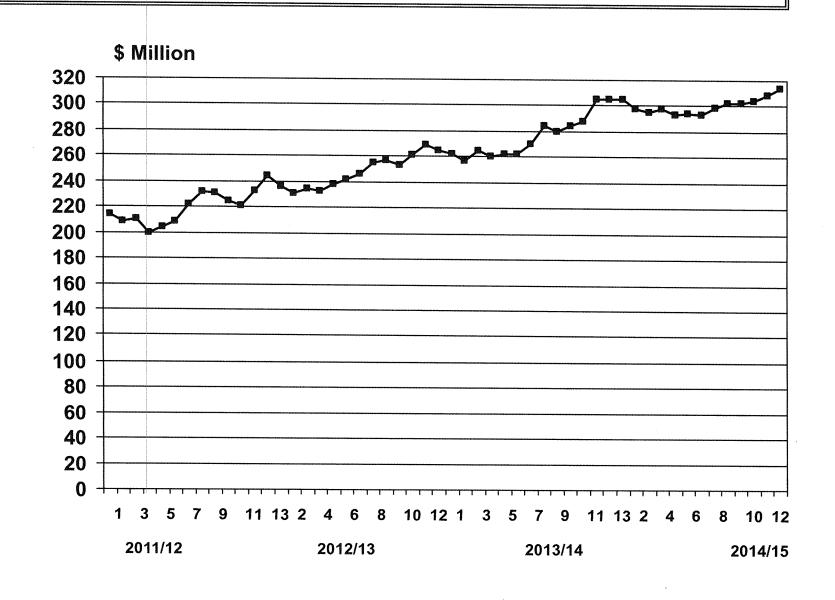
#### **CITY OF SUNNYVALE**

#### **Portfolio Management Activity By Type** May 24, 2015 through June 30, 2015

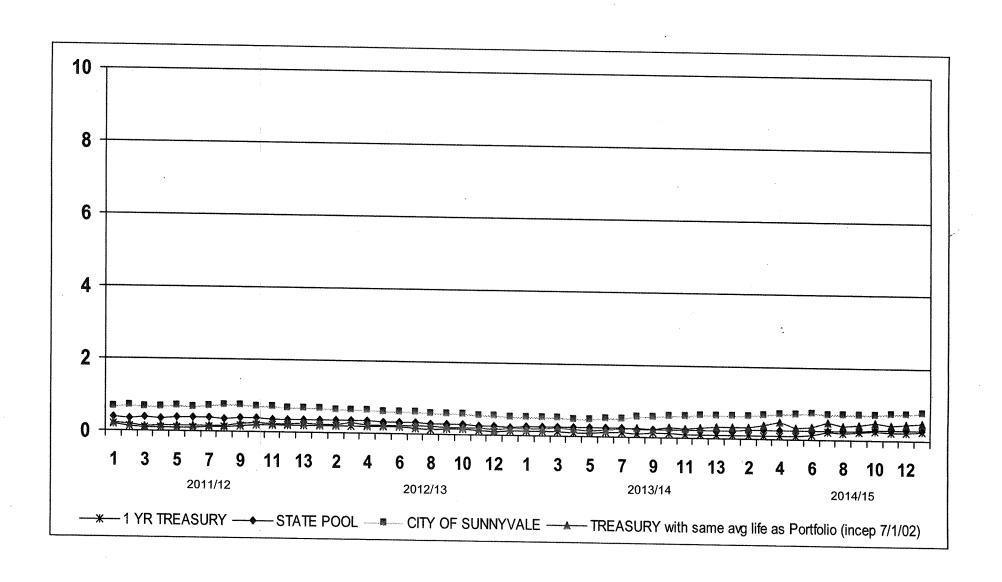
CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance	
Managed Pool	Accounts (Monthly	y Summary)						-
	•	Subtotal					49,955,311.32	
Medium Term	Notes						49,500,3 ( 1.32	·····
94974BFG0	15-017	Wells Fargo Corp	1.500	06/03/2015	4,024,000.00	0.00		
		Subtotal			4,024,000.00	0.00	35,853,828.77	
Federal Agenc	y Issues - Coupon					70414-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	30,000,020,77	
3133EEP95 313379ER6 313379ER6	15-018 13-012 13-021	FEDERAL FARM CREDIT BANK FEDERAL HOME LOAN BANK	1.100 0.500	06/12/2015	3,990,640.00 0.00	0.00 1,260,000.00		
313378A43	15-019	FEDERAL HOME LOAN BANK FEDERAL HOME LOAN BANK	0.500 1.375	06/12/2015 06/08/2015	0.00 4,028,200.00	4,000,000.00 0.00		
		Subtotal			8,018,840.00	5,260,000.00	158,494,873.35	
Treasury Secu	rities - Coupon							
		Subtotal					65,240,048.10	
US Govt Mortg	age Passthroughs			***************************************				
313401TJ0	87-009	FEDERAL HOME LOAN MORT CORP	10.000	06/15/2015	0.00	2.80		
		Subtotal			0.00	2.80	19.05	
Municipal Bon	ds							
	·	Subtotal					4,000,000.00	
		Total			12,042,840.00	5,260,002.80	313,544,080,59	***************************************

313,544,080.59

# INVESTMENT PORTFOLIO PORTFOLIO TREND



# INVESTMENT PORTFOLIO COMPARISON OF ANNUAL YIELDS





### City of Sunnyvale

#### **Agenda Item**

**15-0677 Agenda Date:** 8/11/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Approve Acceptance of \$24,000 of California Public Library Broadband Grant Funds for Purchase of Computer Network Equipment Enabling a High-Speed Broadband Internet Connection at the Sunnyvale Public Library

#### **GRANT SUMMARY**

The City Manager applied for, and on April 17, 2015 the City's Department of Library and Community Services (LCS) was awarded, grant funds in the amount of \$24,000 to partially pay for computer network equipment upgrades. The total cost of the project is \$30,295. The grant requires the City to pay the \$6,295 balance, which will be absorbed in the FY 2015/16 Library operating budget. The network equipment will enable the Sunnyvale Public Library to connect to the Corporation for Education Network Initiatives in California (CENIC) broadband network and provide a high-speed 1gbps Internet connection for the public, a significant improvement from the 30mbps Internet connection that Library patrons utilize today. CENIC is a non-profit organization with the goal of advancing education and research throughout California. CENIC operates the California Research and Education Network (CalREN), which is a high-capacity fiber network that serves the California K-12 system, California community colleges, California State Universities, California's public libraries, Universities of California, Stanford, Caltech and USC.

The Library Division in the Department of Library and Community Services will be responsible for management of the grant.

#### Granting Agency

The granting agency is the California State Library. The Southern California Library Cooperative (SCLC) is the administrative and fiscal agent for the California State Library for this grant program.

#### **EXISTING POLICY**

#### **Council Policy 7.1.5 Donations, Contributions and Sponsorships:**

The city manager may apply for grants of any dollar amount, but shall notify the Council when grants are being pursued pursuant to Council Policy 7.1.1 (Fiscal -Long Range Goals and Financial Policies), B.4. (Grants and Intergovernmental Assistance). The city manager may accept and appropriate grant funds up to \$100,000 that do not require a local match or obligate the City to any ongoing expenses, through an administrative budget modification. Any grants of \$100,000 or more, or that require a local match or obligate the City to ongoing expenses, shall require Council approval of a budget modification before funds can be expended by staff. The budget modification shall include the use to which the grant will be placed; the objectives or goals of the City that will be achieved through use of the grant; the local match required, if any, plus the source of the local match; any increased cost to be locally funded upon termination of the grant; and the ability of the City to administer the grant.

This grant does not meet all of the criteria to be administratively appropriated by the City Manager due to the local match requirement and additional ongoing expenses. The City Council is asked to accept the grant. No budget modification is necessary because the grant will be administered by SCLC and matching funds provided by the City are available in the FY 2015/16 operating budget. **Council Policy 6.2.1 Library - Goals and Policy:** 

**Goal 6.2B:** Provide library services to help community residents find and use the materials and information they need.

Goal 6.2E: Use new technology to optimize the development and delivery of library services.

**Policy 6.2E.1:** Serve as an access point in the distribution of information in digital formats and other formats that evolve in the future.

#### **ENVIRONMENTAL REVIEW**

This activity does not require environmental review because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. CEQA Guidelines Section 15061(b)(3).

#### **FISCAL IMPACT**

As the administrative and fiscal agent for the California State Library for this project, SCLC will receive the \$24,000 and process the order for the equipment on behalf of the City of Sunnyvale. Therefore, no formal appropriation of grant funds is needed by the City, however City Council Policy requires that Council authorize acceptance of the Grant.

#### **Funding Source**

The General Fund is the source for the matching funds associated with this grant.

#### Required Local Match

Grant awards and match requirements for the California Public Library Broadband grant project were determined based on local income per-capita (LIPC). Libraries with an LIPC between \$50 and \$99.99 were eligible to receive a maximum grant award of \$24,000 with a 25 percent local match. With an LIPC of \$54.05, Sunnyvale Public Library was awarded the maximum amount of \$24,000 with a local match requirement of \$6,000. The total cost of the networking equipment needed to connect the Sunnyvale Public Library to CENIC's CalREN network is \$30,295. Sunnyvale's contribution is therefore \$6,295, which will satisfy the match requirement. The \$6,295 cost will be absorbed in the FY 2015/16 LCS operating budget.

#### Increased Cost to City After Grant Funds are Expended

There will be an annual cost of \$11,500 for Cisco SMARTnet support for the equipment beginning in FY 2016/17. LCS staff will identify a corresponding reduction in the department's operating budget for FY 2016/17 so that there is no net impact to the General Fund.

Sunnyvale Public Library is a member of the Califa group, a non-profit library consortium representing 220+ libraries in California. Califa aggregated the equipment needs for libraries throughout California for this project and negotiated discounted rates for equipment and service required for the CalREN network program. As a result, AMS.net was selected as the vendor and provided discounted rates of 65% on hardware and 35% on Cisco SMARTnet support.

#### **PUBLIC CONTACT**

**15-0677 Agenda Date**: 8/11/2015

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 acceptance of \$24,000 of California Public Library Broadband Project Grant Funds for purchase of computer network equipment enabling a high-speed broadband internet connection at the Sunnyvale Public Library.

Prepared by: Liz Hickok, Supervising Librarian

Reviewed by: Anne Cain, Interim Director, Department of Library and Community Services

Reviewed by: Dave Jensen, Director, Department of Information Technology

Reviewed by: Grace K. Leung, Director, Department of Finance

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

- Grant Award Letter
- Draft Purchase Requisition 2015-014810





April 17, 2015

Lisa Rosenblum Sunnyvale Public Library 665 West Olive Ave. Sunnyvale, CA 94086

Subject: Grant Assistance for the California Public Library Broadband Project

Dear Lisa,

The State Library has approved Sunnyvale Public Library's grant application and is awarding \$24000 for your broadband project. The grant is effective immediately for the period beginning April 17, 2015 and ending December 31, 2015.

Congratulations on being among the first public libraries in California to benefit from this program. The end result is going to be awesome!

Please work with Diane Satchwell, the executive director of the Southern California Library Cooperative, which is the administrative and fiscal agent for the state on this grant program. You can call Diane at 626-283-5949 or email her: dsatchwell@socallibraries.org.

To ensure accountability and transparency, periodic narrative and fiscal reports describing how funds were expended and the progress made in fulfilling grant requirements must be filed. Forms and instructions for doing all that will arrive shortly. If you need additional help from the State Library call Toña Paz at 916-651-0982 or email her at Tona.Paz@library.ca.gov and she'll connect you with the right person.

Respectfully yours,

Greg Lucas California State Librarian

cc: Gerry Maginnity (Electronic Copy)
Diane Satchwell, Southern California Library Cooperative

#### City of Sunnyvale - Production Draft Requisition

50 2015 RQ014810 - 000000

Requisition	50	2015	RQ014810	- 000000			
Vendor Information:				LCS/Library Acquisitions LCS/Library Acquisitions 665 W Olive Ave			
Fax:	Ext	:		Sunnyvale Phone: (408) 730 - 7321	Ext.	CA Fax:	94086
Blanket PO Number Buyer:	:		Noel Dietz	Ship To: LCS/Library Acquisitions 665 W Olive Ave			
				Sunnyvale Phone: (408) 730 - 7321		CA	94086

Line Number: 001

Commodity: 525-80- - Library Supplies

Quantity: 1.00 DLR Unit Cost: \$6,294.5200

Local Tax: % State Tax: % Total: \$6.294.52

Carrier: Routing:

Delivery Date: 07/13/2015

Requisition to purchase networking equipment per attached quote 4617, dated 6/25/15.

Sunnyvale Public Library was awarded a grant by the California State Library in the amount of \$24,000 to purchase networking equipment upgrades which will enable the library to connect to the CENIC's CalRen Broadband network. The Southern California Library Cooperative, SCLC, has been designated as the fiscal agent in administering the grant funds.

The total cost of networking equipment is \$30,294.52 as per outlined in the attached quote 93588 provided by Califa. This total includes the 8.75% CA sales tax rate and shipping. The Sunnyvale Library will absorb the amount of \$6,294.52 not covered by the grant funding as per quote 4617. Payment is to be made out to Southern California Library Cooperative.

Sunnyvale Public Library is a member of the Califa group, a non-profit multi-type library consortium representing 220+ libraries in California and beyond. Califa aggregated the equipment needs for public libraries throughout California and negotiated discounted rates. As a result, AMS.net was selected as the vendor and secured discount rates of 65% on hardware and 35% on SMARTNET support.

Charge to 620450-5050

Requested by Rafael Bayani for Liz Hickok.

Requisition Total: \$6,294.52

 SUFFIX
 ACCOUNT CODE
 AMOUNT

 1
 012015620450
 5050
 N
 N
 \$6,294.52

\$6,294.52



Price Quote Order #93588

AMS.NET • 502 Commerce Way • Livermore, CA 94551 • phone (925) 245 - 6100 • fax (925) 245 - 6150

#### Califa Group - Sunnyvale Public Library

Califa Group - Sunnyvale Public Library 32 W 25th Ave

Ste #201

San Mateo, CA 94403

ATTN: Wayne Walker

#### Califa Group - Cisco RFQ - Sunnyvale Public Lib

Ship To: Sunnyvale Public Library Steve Sloan 665 West Olive Ave Sunnyvale, CA 94086

Order	Project	Modified	Ship Via	Account Mgr.
93588	79779	6/18/2015		Drew Stark

### **Products**

	Item Description	Taxable	Qty	Unit Price	Total						
	DROP SHIP & NO LABOR										
	Cisco ISR Router										
1	Cisco ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM) Part #ISR4451-X/K9	Y	1	\$4,899.97	\$4,899.97						
	Includes:										
	PWR-4450-AC										
	CAB-AC										
	MEM-4400-4G										
	MEM-4400-DP-2G										
	NIM-BLANK										
	SM-S-BLANK										
	MEM-FLASH-8G										
	POE-COVER-4450										
	SISR4400UK9-314S										
2	IP Base License for Cisco ISR 4400 Series Part #SL-44-IPB-K9	Y	1	\$1,399.99	\$1,399.99						
	Cisco Systems Inc. Router Routers										
3	SMARTNET 8X5XNBD Cisco ISR4451 (4GE,3 Part #CON-SNT-ISR45XK9	N	1	\$1,205.11	\$1,205.11						
	Cisco Systems Inc. SMARTnet Routers										
	Cisco ASA Firewalls										

# **Products**

A 5545-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/A #ASA5545-K9 ludes: ASA-X-9.1-K8 B-AC A-VPN-CLNT-K9 A-PWR-AC A-ANYCONN-CSD-K9 A5500-ENCR-K9 A5545-MB	Y	2	\$6,298.21	\$12,596.42
ASA-X-9.1-K8 B-AC A-VPN-CLNT-K9 A-PWR-AC A-ANYCONN-CSD-K9 A5500-ENCR-K9				
B-AC A-VPN-CLNT-K9 A-PWR-AC A-ANYCONN-CSD-K9 A5500-ENCR-K9				
A-VPN-CLNT-K9 A-PWR-AC A-ANYCONN-CSD-K9 A5500-ENCR-K9				
A-PWR-AC A-ANYCONN-CSD-K9 A5500-ENCR-K9				
A-ANYCONN-CSD-K9 A5500-ENCR-K9				
A5500-ENCR-K9				
		1		
A5545-MB				
A-IC-C-BLANK				
A-HD-BLANK				
ARTNET 8X5XNBD ASA 5545-X with SW #CON-SNT-A45K9	N	2	\$1,403.37	\$2,806.74
co Systems Inc. Cisco ASA Cisco Security and VPN				
Cisco Catalyst Switches				
co Catalyst 3650 24 Port Data 4x1G Uplink LAN B #WS-C3650-24TS-L	Y	4	\$1,189.99	\$4,759.96
ludes:				
550UK9-37E				
R-C2-250WAC				
B-TA-NA				
ACK-T2-BLANK				
ACK-T2-BLANK		4	\$139.10	\$556.40
ARTNET 8X5XNBD Cisco Catalyst 3650 24 Port PoE 2	N	I		
В-7		K-T2-BLANK	K-T2-BLANK  RTNET 8X5XNBD Cisco Catalyst 3650 24 Port PoE 2  N 4	K-T2-BLANK  RTNET 8X5XNBD Cisco Catalyst 3650 24 Port PoE 2  N 4 \$139.10

Products Total \$28,224.59

#### **Terms and Conditions Below**

- 1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
- 2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
- 3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
- 4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
- 5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
- 6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
- 7. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

#### **Order Summary**

Products Total	\$ 28,224.59
Taxable Total	\$ 23,656.34
Shipping/Handling	\$ 0.00
Taxes (8.75%)	\$ 2,069.93
Labor Total	\$ 0.00
Total	\$ 30,294.52

- 8. The laws of the State of California will apply to this sale.
- 9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
- 10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

# SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

Purcha	ase Order								
P.O. Number:	4617		BILL: Southern California Library Cooperative 248 E. Foothill Blvd., Suite 101 Monrovia, CA 91016 Phone: (626) 359-6111 Fax: (626) 283-5949						
<b>To:</b> Sunnyvale Pul Attn: Liz Hicko 665 W. Olive A Sunnyvale, CA	ok Ave.		Ship	to (if different a	ddress):				
P.O. DATE	PLACED BY	DATE EXPECT	ED	SHIP VIA	F.O.B.	TERMS			
6/25/2015						Net 30			
QTY		DESCRIPTION			UNIT PRICE	TOTAL			
	Networking Equipment					\$6,294.52			
						\$0.00			
		***				\$0.00			
						\$0.00			
						\$0.00			
						\$0.00			
		Carlo Management				\$0.00			
						\$0.00			
				(4) (4)		\$0.00			
		WAR AND A SAME WAY				\$0.00			
	<u></u>					\$0.00			
		0.0			SUBTOTAL	\$0.00 \$6,294.52			
					SALES TAX 9%	Included			
					S&H	\$0.00			
					TOTAL DUE	\$6,294.52			
Cost of this or	der shall not exceed	\$6,294.52	with	nout prior approva		. ,			
IMPORTANT This Purchase Order Number must appear on all invoices, acknowledgements, bill of lading, correspondence and shipping cartons.				order by date spec	you are unable to ship ified. opies of your invoice.	complete			

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### City of Sunnyvale

#### Agenda Item

**15-0742 Agenda Date:** 8/11/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Award of Bid No. PW15-18 for Duane Avenue Pavement Rehabilitation 2014 and Finding of CEQA Categorical Exemption

#### REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$1,285,445 to Granite Construction Company, Inc. of Santa Clara for the Duane Avenue Pavement Rehabilitation 2014 project (Public Works Project No. ST-14/05-15). Approval is also requested for a 10% construction contingency in the amount of \$128,545.

#### **EXISTING POLICY**

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

#### **ENVIRONMENTAL REVIEW**

The California Environmental Quality Act (CEQA) determination for this project is a categorical exemption pursuant to Class 1, Section 15301(c) for existing facilities including highways and streets.

#### **BACKGROUND AND DISCUSSION**

Capital Project 830930 (Duane Avenue Roadway Rehabilitation) will rehabilitate Duane Avenue pavement, curb and gutter between San Juan Avenue and Stewart Drive (600 feet west of Lawrence Expressway). Rehabilitation of the roadway will enhance the movement of motorists and bicyclists and remedy existing drainage issues. The scope of work will include asphalt grinding, digout repairs, asphalt overlay and full depth reconstruction. Additional work includes minor concrete improvements, striping and adjusting utility boxes to grade.

This project is partially funded with federal funds through the Metropolitan Transportation Commission's (MTC) OneBayArea Grant (OBAG) program. Funding was appropriated by Council July 29, 2014 (RTC No. 14-0409).

The project was bid as follows:

Bid Notice: Advertised in The Sun on June 12, 2015;

Provided to 18 Bay Area Builder's Exchanges;

Posted on Onvia Demandstar public procurement network; and

Published on the City's website.

Bid Response: 15 contractors requested bid documents.

**15-0742 Agenda Date**: 8/11/2015

Bid Results: Sealed bids were publicly opened on July 8, 2015

Five responsive bids were received.

The lowest responsive and responsible bid was from Granite Construction Company, Inc. of Santa Clara in the amount of \$1,285,445. The bid amount is approximately 22% below the engineer's estimate of \$1,647,580. The Bid Summary is attached.

It should be noted that the second lowest bidder, C.F. Archibald Paving, Inc., has indicated its intent to submit a protest, alleging that Granite Construction submitted a late bid. Bids are due by 3:00 p.m., as indicated on the wall clock in the lobby of the City Hall Annex building. A representative from Granite Construction entered the lobby to submit a bid just after the wall clock changed from 2:59 to 3:00 p.m. The majority of prospective bidders that had gathered in the lobby for the bid opening noted that the City's wall clock was actually two minutes fast. The Purchasing Officer determined that this was the case and accepted the bid.

Granite Construction's bid is approximately \$102,000 less than the bid submitted by C.F. Archibald Paving. Staff recommends awarding the construction contract to Granite Construction Company, Inc., the lowest responsive and responsible bidder. Staff also recommends the award of a 10% construction contingency in the amount of \$128,545.

#### **FISCAL IMPACT**

Project costs are as follows:

Construction	\$1,285,445
Construction contingency (10%)	<u>\$128,545</u>
Total costs	\$1,413,990

Budgeted funds are available in Capital Project 830930 (Duane Avenue Roadway Rehabilitation).

#### **Funding Source**

88% of this project is funded with STP-T4-2 OBAG grant funds, 12% is funded by Gas Tax Funds.

#### PUBLIC CONTACT

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

#### RECOMMENDATION

1) Make a finding of CEQA categorical exemption pursuant to Class 1 Section 15301(c) for existing facilities including highways and streets, 2) Award a contract, in substantially the same format as Attachment 2 and in the amount of \$1,285,445 to Granite Construction Company, Inc. for the subject project and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 3) Approve a 10% construction contingency in the amount of \$128,545.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Timothy J. Kirby, Assistant Director, Finance Reviewed by: Manuel Pineda, Director, Public Works

15-0742 **Agenda Date:** 8/11/2015

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager

# ATTACHMENTS 1. Bid Summary

2. Draft General Construction Contract

Processor   Proc	Invitation for Bids No . PW15-18: Duane A	Duane Avenue Pavement Rehabilitation 2014					··· <i>y</i>	Public Works Project No. ST-14/05					
Section													T
Companies   Comp	Bidder			Granite Constr	uction Co.	C. F. Archibald I	Paving, Inc.	Granite Rock Co	ompany	Interstate Grad	ing & Paving	O'Grady Pavi	ng, Inc.
Description	Address			715 Comstock	St	3521 Investmen	nt Blvd, Suite 2	120 Granite Ro	ck Way			2513 Wyandotte	Street
1. Model/Incomposed   1. St.   1				Santa Clara CA	95054	Hayward, CA 9	4545	San Jose, CA 9	5136	So. San Francis	co CA 94080	Mountain View,	CA 94043
Description   LS	BID ITEMS	UOM	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2.Traffic Control	1. Mobilization (Shall Not Exceed 5% of Total Base	LS	1	\$62,000.00	\$62,000.00	\$46,000.00	\$46,000.00	\$16,500.00	\$16,500.00	\$70,000.00	\$70,000.00	\$50,000.00	\$50,000.0
3-Peterstrain Selety													
Course Replacement   EA													\$110,000.0
Sampling work Testing	,												
E. Auf Bio. Replacement  E. A. 4				<u> </u>							. ,		
Proceducing											. ,		
Section   Sect													
PMC Curb Ramp - Perpendicular						·						·	
DPCC CUR Remp - Parallel	8. PCC Curb & Gutter Replacement					· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·					· · · · · · · · · · · · · · · · · · ·
11. PCC Out Ramp — Combined   EA			13			. ,				. ,			
Parallel/Personationals			1										
12.Relocate Sign	•	EA	6	\$4,000.00	\$24,000.00	\$3,800.00	\$22,800.00	\$5,900.00	\$35,400.00	\$5,800.00	\$34,800.00	\$6,000.00	\$36,000.0
13. Base repairs			2	4255.00	4705.00	4255.00	4705.00	4255.00	4705.00	4222.00	4000.00	4222	¢000.0
14. Asphalt Grinding 4.75"   SY   4,900   54.45   \$21,800.00   \$7.50   \$36,750.00   \$5.00   \$22,940.00   \$7.55   \$15. Asphalt Grinding 5.5"   \$Y   7,900   \$3.15   \$2,24,885.00   \$5.00   \$5.00   \$23,700.00   \$5.00									· · · · · · · · · · · · · · · · · · ·				\$900.0
15. Asphalt Grinding 2-5"   SY   7,000   53.15   \$24,885.00   \$55.00   \$543,450.00   \$3.00   \$32,700.00   \$53.00   \$23,700.00   \$55.00					. ,								\$804,000.00 \$37,485.00
16. Asphat Grinding - Centrem													
12. Asphat Grinding = Wedge													\$45,030.00
18. Additive Cost for Disposal of Grinding (Base regain) with faither (Revocable Item)   Suppose of Grindings (4.75")   SV   4.900   \$0.55   \$2.695.00   \$0.85   \$4.165.00   \$0.60   \$2.940.00   \$0.10   \$449.00   \$0.10   \$1.400.00   \$1.50   \$													\$28,600.00
Repair   With fabric (Revocable Item)   19. Additive cost for Disposal of Grindings (4.75")   SY   4.900   \$0.55   \$2,695.00   \$0.85   \$4,165.00   \$0.60   \$2,940.00   \$0.10   \$490.00   \$0.10													
19. Additive cost for Disposal of Grindings (4.75")   SY   4.900   \$0.55   \$2,695.00   \$0.85   \$4,165.00   \$0.60   \$2,940.00   \$0.10   \$490.00   \$490.00   \$		01	11,000	\$0.50	\$12,000.00	71.10	\$13,400.00	Ş0.23	54,000.00	Ş0.10	\$1,400.00	\$0.10	\$1,400.00
Substitute   Sub		SY	4 900	\$0.55	\$2 695 00	\$0.85	\$4 165 00	\$0.60	\$2 940 00	\$0.10	\$490.00	\$0.10	\$490.00
20. Additive Cost for Disposal of Grindings (3.75")   SY   7,900   S0.40   \$3,160.00   \$0.70   \$5,530.00   \$0.44   \$3,476.00   \$0.10   \$790.00   \$0.10   \$1.00   \$1.		٠.	.,000	ψ0.55	Ψ2,033.00	φοίος	Ų 1,103.00	φο.σσ	ψ2,5 10.00	φ0.10	Ų 130.00	Ç0.120	ψ.30.00
With Fabric (Revocable Item)		SY	7,900	\$0.40	\$3,160.00	\$0.70	\$5,530.00	\$0.44	\$3,476.00	\$0.10	\$790.00	\$0.10	\$790.00
With Fabric (Revocable Item)   SY   2,200   \$0.30   \$660.00   \$0.50   \$1,100.00   \$0.16   \$325.00   \$0.10   \$220.00   \$1.00   \$220.00   \$220.0													
22.Additive Cost for Disposal of Grindings (Wedge)   SY   2,200   \$0.30   \$660.00   \$0.50   \$1,100.00   \$0.16   \$332.00   \$0.10   \$220.00   \$0.10   with Fabric (Revocable Item)   LF   13,000   \$0.52   \$6,760.00   \$0.52   \$6,760.00   \$0.52   \$6,760.00   \$0.52   \$6,760.00   \$0.52   \$6,760.00   \$0.52   \$6,760.00   \$0.55   \$7,150.00   \$1.00   \$24. Pawement Reinforcing Fabric   \$SY   \$11,600   \$1.35   \$42,660.00   \$1.41   \$44,556.00   \$1.41   \$44,556.00   \$1.50   \$47,400.00   \$51.50   \$25. Inductive Traffic Loops (Type A)   LS   12   \$300.00   \$3,600.00   \$2595.00   \$3,540.00   \$440.00   \$4,800.00   \$300.00   \$3,600.00   \$500.00   \$25. Inductive Traffic Loops (Type B)   EA   \$3   \$300.00   \$3,600.00   \$295.00   \$885.00   \$400.00   \$1,200.00   \$300.00   \$3,600.00   \$500.00   \$250.00   \$250.00   \$250.00   \$250.00   \$250.00   \$1,650.00   \$3,500.00   \$3,500.00   \$3,500.00   \$250.0	21. Additive Cost for Disposal of Grinding (Conform)	SY	2,700	\$0.30	\$810.00	\$0.50	\$1,350.00	\$0.15	\$405.00	\$0.10	\$270.00	\$0.10	\$270.00
with Fabric (Revocable Item)         LF         13,000         \$0.52         \$6,760.00         \$0.52         \$6,760.00         \$0.52         \$6,760.00         \$0.52         \$6,760.00         \$0.52         \$6,760.00         \$0.52         \$6,760.00         \$0.55         \$7,150.00         \$1.00           22. Pawement Reinforcing Fabric         SY         31,600         \$1.35         \$42,660.00         \$1.41         \$44,556.00         \$1.41         \$44,556.00         \$1.50         \$47,400.00         \$1.50           25. Inductive Traffic Loops (Type A)         LS         12         \$300.00         \$300.00         \$295.00         \$3,400.00         \$400.00         \$300.00         \$300.00         \$500.00           27. Detector Handhole         EA         3         \$500.00         \$1,500.00         \$51,500.00         \$500.00         \$500.00         \$1,500.00         \$500.00         \$1,500.00         \$500.00         \$1,500.00         \$500.00         \$1,500.00         \$500.00         \$1,500.00         \$500.00         \$1,500.00         \$51,500.00         \$51,000.00         \$500.00         \$1,000.00         \$1,000.00         \$420.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00	with Fabric (Revocable Item)												
23. Crack Sealing (Revocable Item)	22.Additive Cost for Disposal of Grindings (Wedge)	SY	2,200	\$0.30	\$660.00	\$0.50	\$1,100.00	\$0.16	\$352.00	\$0.10	\$220.00	\$0.10	\$220.00
24. Pavement Reinforcing Fabric SY 31.600 \$1.35 \$42,660.00 \$1.41 \$44,556.00 \$1.41 \$44,556.00 \$1.50 \$47,400.00 \$1.50 \$25.00.00 \$25.00.00 \$25.00.00 \$3.00.00 \$	with Fabric (Revocable Item)												
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26. Inductive Traffic Loops (Type D)											. ,		
27. Detector Handhole EA 3 \$500.00 \$1,500.00 \$420.00 \$1,260.00 \$5,500.00 \$1,650.00 \$1,350.00 \$600.00 \$28,000.00 \$28,000.00 \$28,000.00 \$28,000.00 \$28,000.00 \$280,000.00 \$58,00 \$280,000.00 \$58,00 \$29,000 \$252,000.00 \$79,00 \$221,200.00 \$100.00 \$280,000.00 \$98,00 \$99,00 \$252,000.00 \$79,00 \$221,200.00 \$100.00 \$280,000.00 \$98,00 \$99,00 \$37,800.00 \$100.00 \$100.00 \$280,000.00 \$98,00 \$99,00 \$37,800.00 \$100.00 \$100.00 \$100.00 \$100.00 \$98,00 \$99,00 \$37,800.00 \$100.00 \$				· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·							
28. HMA Type A – Wearing Course TON 2,800 \$78.00 \$218,400.00 \$90.00 \$252,000.00 \$79.00 \$221,200.00 \$100.00 \$280,000.00 \$98.00 \$29.HMA Type A – Base Course TON 420 \$140.00 \$58,800.00 \$90.00 \$37,800.00 \$122.00 \$51,240.00 \$100.00 \$42,000.00 \$98.00 \$98.00 \$30. PTemporary Pavement Markers (Floppies) LS 1 \$1,500.00 \$1,500.00 \$500.00 \$500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$1,000.00	1 , , , ,			<u> </u>		·			- '				
29. HMA Type A – Base Course  TON 420 \$140.00 \$58,800.00 \$90.00 \$37,800.00 \$122.00 \$51,240.00 \$100.00 \$42,000.00 \$98.00 30. Premporary Pavement Markers (Floppies) LS 1 \$1,500.00 \$1,500.00 \$500.00 \$500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$1,000.00 (Revocable Item)  31. Temporary Pavement Markers (Tape) LS 1 \$1,500.00 \$1,500.00 \$2,500.00 \$2,500.00 \$4,500.00 \$3,500.00 \$3,500.00 \$3,500.00 \$1,000.00 (Revocable Item)  32. Striping and Pavement Markings (Paint) (Revocable Item)  33. Manhole Adjustments EA 39 \$865.00 \$33,735.00 \$550.00 \$21,450.00 \$865.00 \$33,735.00 \$750.00 \$29,250.00 \$1,200.00 \$35.				<u> </u>	- ' '				- '				
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31. Temporary Pavement Markers (Tape) (Revocable Item) 32. Striping and Pavement Markings (Paint) (Revocable Item) 33. Manhole Adjustments  EA 39 \$865.00 \$33,735.00 \$10,975.00 \$33,735.00 \$33,735.00 \$4,500.00 \$4,500.00 \$4,500.00 \$33,735.00 \$13,000.00 \$13,000.00 \$13,000.00 \$13,000.00 \$13,000.00 \$1,200.00 \$34.Valve Cover Adjustments  EA 23 \$465.00 \$10,695.00 \$33,735.00 \$350.00 \$3,500.00 \$450.00 \$450.00 \$450.00 \$40,000.00 \$4,000.00 \$4,000.00 \$1,500.00 \$3,500.00 \$1,500.00 \$1,500.00 \$1,387,326.00 \$1,387,326.00 \$1,387,326.00 \$1,387,326.00 \$1,409,677.00 \$1,409,677.00 \$1,409,677.00 \$1,409,677.00 \$1,409,677.00 \$1,400,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,500,600 \$1,400,600 \$1,500,600 \$1,400,600 \$1,500,600 \$1,400,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,400,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,500,600 \$1,400,600 \$1,400,600 \$1,500,600 \$1,400,600 \$1,500,600 \$1,500,600 \$1,500,600 \$1,400,6		LO	'	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
Revocable Item		LS	1	\$1.500.00	\$1 500 00	\$2,500,00	\$2,500,00	\$4 500 00	\$4 500 00	\$3 500 00	\$3 500 00	\$1,000,00	\$1,000.00
32. Striping and Pavement Markings (Paint)   LS		LO	'	\$1,300.00	\$1,500.00	\$2,500.00	\$2,500.00	\$4,500.00	34,300.00	\$3,300.00	\$3,300.00	\$1,000.00	\$1,000.00
33. Manhole Adjustments	32. Striping and Pavement Markings (Paint)	LS	1	\$10,175.00	\$10,175.00	\$8,525.00	\$8,525.00	\$8,525.00	\$8,525.00	\$13,000.00	\$13,000.00	\$8,600.00	\$8,600.0
34.Valve Cover Adjustments EA 23 \$465.00 \$10,695.00 \$350.00 \$8,050.00 \$465.00 \$10,695.00 \$450.00 \$10,350.00 \$800.00 \$35. Monument Cover Adjustments EA 9 \$465.00 \$4,185.00 \$350.00 \$3,150.00 \$465.00 \$4,185.00 \$4,050.00 \$800.00 \$36. Inlet Frame and Grate Adjustments EA 2 \$500.00 \$1,000.00 \$1,400.00 \$2,800.00 \$2,000.00 \$4,000.00 \$2,000.00 \$4,000.00 \$1,500.00 \$37. Reset City Benchmark EA 1 \$1,000.00 \$1,000.00 \$3,500.00 \$3,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$2,000.00 \$1,500.0		Г^		4005.00	622 727 77	6==0.6=	624 452 55	4005	622 727 77	ć==	620.250.55	64.000	645.005.5
35. Monument Cover Adjustments	,			· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·			· · · · · ·				
36.Inlet Frame and Grate Adjustments						·					. ,		
37. Reset City Benchmark EA 1 \$1,000.00 \$1,000.00 \$3,500.00 \$3,500.00 \$1,500.00 \$1,500.00 \$1,500.00 \$2,500.00 \$  BID TOTAL \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	, , ,												
BID TOTAL         \$1,285,445.00         \$1,387,326.00         \$1,409,677.00         \$1,470,620.00         \$         \$           Surety         10% Bid Bond								· ' '					\$2,500.0
Surety 10% Bid Bond 10% Bid Bon		LA	'	\$1,000.00		\$5,500.00	. ,	\$1,500.00		\$1,500.00			\$1,794,780.0
License Class "A" Class "A				10% Rid I		10% Rid R		10% Rid R	•	10% Bid B	•		•
Subs     Superseal - Striping     Chrisp - Striping     El Camino - Utility Adjust     F.Fernando - Concrete     JJR Construction - Conc       Columbia - Electrical     Spencon - Concrete     JJR Construction - Concrete     Superseal - Striping     Columbia - electrical							ona				lona		I
Columbia - Electrical Spencon - Concrete JJR Construction - Concrete Superseal - Striping Columbia - electrical				_			<del>.</del>	_			ncrete		Concrete
	5455			1 '					, ,				
El Camino - Utility Adjust Bond Blacktop - Crack Seal Bond Blacktop - Crack Seal Telfer - Pavement Fabric Chrisp - Striping	El Camino - Utility Adjust			-		JJR Construction - Concrete  Bond Blacktop - Crack Seal				Chrisp - Striping			
Spencon - Minor Concrete Telfer - Pavement Fabric St. Francis - Electrical Bond Blacktop - Crack Seal Western - Traffic Contr											Control		
Telfer - Pavement Fabric St. Francis - Electrical Telfer - Pavement Fabric El Camino - Utility Adjust ABSL - Grinding													
ABSL - Grinding Chrisp - Striping Logan's Marketing - Material San Jose Transport - Tru				_		1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2							rt - Trucking
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Associated - Traffic Control CTS - Asphalt Testing									İ				

# \$0.30DRAFT GENERAL CONSTRUCTION CONTRACT

THIS	CONTR	AC	T dated _				is	by	and	between	the	CITY	OF
SUNN	IYVALE,	а	municipal	corporation	of	the	St	ate	of	California	("Ow	/ner")	and
<b>GRAN</b>	NITE CON	<b>ISI</b>	RUCTION	COMPANY,	INC	c, a C	Calif	forni	a Co	rporation (	"Con	tractor	").

#### **RECITALS:**

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

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Duane Avenue Pavement Rehabilitation 2014, Project No. ST-14/05-15, Federal Aid Project No. STPL-5213(050), Invitation for Bids No. PW15-18", including Three (3) Addenda; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of rehabilitation of existing failing pavement along Duane Avenue from San Juan Avenue to 600 feet west of Lawrence Expressway. Pavement rehabilitation shall include AC grinding, AC overlay and full depth reconstruction. In addition minor concrete work, removing and reconstructing non-compliant ADA curbs ramps, striping, and adjusting utility boxes to finished grade shall be completed according to these plans and associated contract documents, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by BKF and adopted by the Owner. These Plans and Specifications are entitled respectively, Duane Avenue Pavement Rehabilitation 2014, Project No. ST-14/05-15.

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

- **3. Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of One Million Two Hundred Eighty Five Thousand Four Hundred Forty Five and No/100 Dollars (\$1,285,445.00) subject to final determination of work performed and materials furnished at unit prices per Exhibit "A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.
- **4. Permits; Compliance with Law.** Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.
- 5. Inspection by Owner. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.
- 6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.
- **7. Time for Completion.** All work under this contract shall be completed before the expiration Ninety (90) working days from the date specified in the Notice to Proceed.

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

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

- **8. Inspection and Testing of Materials.** Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.
- 9. Termination for Breach, etc. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.
- 10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.
- 11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in

which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale

Department of Public Works

**Construction Contract Administrator** 

P. O. Box 3707

Sunnyvale, CA 94088-3707

Contractor: Granite Construction Company, Inc.

Attn: Karim Massoud 715 Comstock St. Santa Clara, CA 95054

- **12. Assignment of Contract.** Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.
- **13.** Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.
- 14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.
- 15. Insurance. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any

cancellation or modification of the policy. Insurance carrier shall be California-admitted.

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

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

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

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and \$4,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

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

**16. Hold Harmless.** Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or

indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, fifty dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twentyfive dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

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

http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

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

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less then the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

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

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

- 20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.
- 21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of One Thousand and No/100 (\$1,000.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.
  - **22. Additional Provisions.** None.

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

CITY OF SUNNYVALE a Municipal Corporation, Owner	er	GRANITE CO Contractor	NSTRUCTION	N COMPANY, INC
		Licen	se No 89	
ByCity Manager	1 1	By		
, 0			Title	/ / Date
Attest: City Clerk		Ву		
				1 1
Ву	1 1		Title	Date
City Clerk	Date			
(SEAL)				
APPROVED AS TO FORM:				
	1 1			
City Attorney	Date			

The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

(Notice:

### **ACKNOWLEDGMENT**

State of California County of	)	
On	before me,	
personally appeared		
the person(s) whose acknowledged to me t capacity(ies), and that	e (or proved to me on the basis name(s) is/are subscribed to hat he/she/they executed the saby his/her/their signature(s) on the which the person(s) acted, executed.	the within instrument and ame in his/her/their authorized ne instrument the person(s), or
WITNESS my ha	and official seal.	
Signature		(SEAL)

# **EXHIBIT A Bid Schedule**

No.	Description	Unit of Measure	QTY	Unit Price
1	Mobilization (Shall Not Exceed 5% of Total Base Bid)	LS	1	\$62,000.00
2	Traffic Control	LS	1	\$60,000.00
3	Pedestrian Safety	LS	1	\$2,400.00
4	Changeable Message Board (CMB)	EA	8	\$600.00
5	Sampling and Testing	LS	1	\$5,000.00
6	Pull Box Replacement	EA	4	\$490.00
7	PCC Sidewalk Replacement (REVOCABLE ITEM)	SF	900	\$15.00
8	PCC Curb & Gutter Replacement	LF	670	\$70.00
9	PCC Curb Ramp - Perpendicular	LF	13	\$4,000.00
10	PCC Curb Ramp – Parallel	EA	1	\$4,000.00
11	PCC Curb Ramp – Combined Parallel/Perpendicular	EA	6	\$4,000.00
12	Relocate Sign	EA	3	\$265.00
13	Base repairs	SF	134,000	\$4.00
14	Asphalt Grinding 4.75"	SY	4,900	\$4.45
15	Asphalt Grinding 3.5"	SY	7,900	\$3.15
16	Asphalt Grinding – Conform	SY	2,700	\$1.85
17	Asphalt Grinding – Wedge	SY	2,200	\$1.85
18	Additive Cost for Disposal of Grinding (Base repair) with fabric (Revocable Item)	SY	14,000	\$0.90
19	Additive cost for Disposal of Grindings (4.75") with Fabric (Revocable Item)	SY	4,900	\$0.55
20	Additive Cost for Disposal of Grindings (3.75") with Fabric (Revocable Item)	SY	7,900	\$0.40
21	Additive Cost for Disposal of Grinding (Conform) with Fabric (Revocable Item)	SY	2,700	\$0.30
22	Additive Cost for Disposal of Grindings (Wedge) with Fabric (Revocable Item)	SY	2,200	\$0.30
23	Crack Sealing (Revocable Item)	LF	13,000	\$0.52
24	Pavement Reinforcing Fabric	SY	31,600	\$1.35
25	Inductive Traffic Loops (Type A)	EA	12	\$300.00
26	Inductive Traffic Loops (Type D)	EA	3	\$300.00
27	Detector Handhole	EA	3	\$500.00

28	HMA Type A – Wearing Course	TON	2,800	\$78.00
29	HMA Type A – Base Course	TON	420	\$140.00
30	Temporary Pavement Markers (Floppies) (Revocable Item)	LS	1	\$1,500.00
31	Temporary Pavement Markers (Tape) (Revocable Item)	LS	1	\$1,500.00
32	Striping and Pavement Markings (Paint) (Revocable Item)	LS	1	\$10,175.00
33	Manhole Adjustments	EA	39	\$865.00
34	Valve Cover Adjustments	EA	23	\$465.00
35	Monument Cover Adjustments	EA	9	\$465.00
36	Inlet Frame and Grate Adjustments	EA	2	\$500.00
37	Reset City Benchmark	EA	1	\$1,000.00

#### **Required Contract Provisions Federal- Aid Construction Contracts**

(FWWA-1273- Revised May 1, 2012)

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as

amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will

encourage eligible employees to apply for such training and promotion.

- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

# 8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

## 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will. submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and

necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification

- or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers

and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act. the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs. the registration of the apprentices and trainees. and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be

- included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at
- http://www.dol.gov/esa/whd/forms/wh347instr.ht m or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete:
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment. advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work

force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the

plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices

and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees

may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees:
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees:
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build

contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans

and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

# 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

# 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction,"
  "debarred," "suspended," "ineligible,"
  "participant," "person," "principal," and
  "voluntarily excluded," as used in this clause,

- are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended. debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications and Section 12, "Subcontractors," of the information for bidders.

### **LIST OF SUBCONTRACTORS**

**Name and Address** 

Description of Portion of Work Subcontracted

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The I	bidder, proposed
subco	ntractor, hereby certifies that he
has _	, has not, participated in a previous contract or subcontract subject to the equal
opport	tunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required,
he ha	s filed with the Joint Reporting Committee, the Director of the Office of Federal Contract
Comp	liance, a Federal Government contracting or administering agency, or the former President's
Comm	nittee on Equal Employment Opportunity, all reports due under the applicable filling requirements.
Note:	The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)  Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.
	Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor

### **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.
Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
Public Contract Code Section 10162 Questionnaire
In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of
perjury, the following questionnaire:
Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in
the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a
federal, state, or local government project because of a violation of law or a safety regulation?
Yes No
If the answer is yes, explain the circumstances in the following space.

### **Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

#### **Noncollusion Affidavit**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY / COUNTY of	
DEPARTMENT OF PUBLIC WORKS.	

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- · does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

# NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

### **DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<ol> <li>Type of Federal Action:</li> <li>Status of I         Action:     </li> </ol>	Federal 3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance  4. Name and Address of Reporting Entity  Subawardee Tier, if known	b. material change
Congressional District, if known  6. Federal Department/Agency:	Congressional District, if known 7. Federal Program Name/Description:
8. Federal Action Number, if known:	<ul><li><b>CFDA Number,</b> if applicable</li><li><b>9. Award Amount,</b> if known:</li></ul>
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
(attach Continuation S	Sheet(s) if necessary)
11. Amount of Payment (check all that apply)  \$ actual planned  12. Form of Payment (check all that apply):  a. cash b. in-kind; specify: nature value  14. Brief Description of Services Performed or to be per officer(s), employee(s), or member(s) contacted, for leading to the performed or to be performed or to	
(attach Continuatio	n Sheet(s) if necessary)
<ul> <li>15. Continuation Sheet(s) attached: Yes</li> <li>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject</li> </ul>	No Signature:  Print Name:  Title:
to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.:Date:
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 09-12-97

# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- 15. Check whether or not a continuation sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Accompanying this proposal is	
	NSERT THE WORDS "CASH(\$)," "CASHIER'S CHECK," FIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)
in amount equal to at least ten p	percent of the total of the bid.
The names of all persons intere	ested in the foregoing proposal as principals are as follows:
IMPORTANT N	IOTICE
secretary, treasurer, and manag	son is a corporation, state legal name of corporation, also names of the president, er thereof; if a copartnership, state true name of firm, also names of all individual der or other interested person is an individual, state first and last names in full.
Licensed in conformance with	n an act providing for the registration of Contractors,
License No.	Classification(s)

ADDENDA -	_
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This Proposal is submitted with respect to the changes to the contract included in addenda
number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date:	
Sign Here	Signature and Title of Bidder
Business Address	
Place of Business	
Place of Residence	

#### EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NO	TE: PLEASE REFER TO INS	TRUCTIONS ON T	THE REVERSE SIDE OF T	HIS FORM
LOCAL AGENCY	Y:	LOCATION	N:	
PROJECT DESCR	RIPTION:			
TOTAL CONTRA	ACT AMOUNT: \$			
BID DATE:				
BIDDER'S NAME	∃:			
CONTRACT DBI	E GOAL:			
ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
	agency to Complete:  httract Number:		Total Claimed DBE Participation	\$
Federal-aid Project	ct Number:			%
Federal Share:				
Contract Award D	ate:			
	ifies that all DBE certifications have been aplete and accurate.	verified and	Signature of Bidder	
			Date (A	rea Code) Tel. No.
Print Name Local Agency Rep	Signature	Date	Person to Contact (P	lease Type or Print)
(Area Code) Telep	bhone Number:		Local Agency Bidder DBE Commi (Rev 6/2)	

#### **Distribution**:

<sup>(1)</sup> Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.

<sup>(2)</sup> Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

# INSTRUCTIONS - LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

#### **ALL BIDDERS:**

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

#### DBE Information - Good Faith Effort

EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS

# **DBE Information - Good Faith Efforts**

Federal-a	id Project No	Bid Opening Date	_
		established a Disadvantaged Business Enterprise (DBE) go provided herein shows that a good faith effort was made.	oal of
good faith Commitm award of	n efforts. Bidders should subment" form indicates that the bathe contract if the administering	bidders shall submit the following information to document add that the following information even if the "Local Agency Bidder I didder has met the DBE goal. This will protect the bidder's eligibing agency determines that the bidder failed to meet the goal for fied at bid opening, or the bidder made a mathematical error.	DBE pility for
	of only the "Local Agency B strate that adequate good faith	idder DBE Commitment" form may not provide sufficient docu efforts were made.	mentation
The follow Provision		ction entitled "Submission of DBE Commitment" of the Special	I
A.		ach publication in which a request for DBE participation for please attach copies of advertisements or proofs of publications.	
	Publications	Dates of Advertisement	
В.	dates and methods used for	ritten notices sent to certified DBEs soliciting bids for this or following up initial solicitations to determine with certai ease attach copies of solicitations, telephone records, fax co	nty whether the
	Names of DBEs Soli	Date of Initial Follow Up Methods and Solicitation	Dates

_	Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
D.	The names, addresses and p bidder's rejection of the DB quotes from the firms involving firm is not a DBE:	Es, the firms selected for	or that work (pleas	e attach copie	es of
	Names, addresses and phone rejection of the DBEs:	e numbers of rejected D	BEs and the reaso	ons for the bio	dder's
	Names, addresses and phone	e numbers of firms sele	cted for the work	above:	

	The names of agencies, organizations contacting, recruiting and using DBE		
	The names of agencies, organizations contacting, recruiting and using DBE and any responses received, i.e., lists,  Name of Agency/Organization	firms (please attach copies of re	
	contacting, recruiting and using DBE and any responses received, i.e., lists,	firms (please attach copies of re Internet page download, etc.):	equests to agencies
	contacting, recruiting and using DBE and any responses received, i.e., lists,	firms (please attach copies of re Internet page download, etc.):	equests to agencies
_	contacting, recruiting and using DBE and any responses received, i.e., lists,	firms (please attach copies of re Internet page download, etc.):	equests to agencies
_	contacting, recruiting and using DBE and any responses received, i.e., lists,	firms (please attach copies of re Internet page download, etc.): Method/Date of Contact	Results
-	contacting, recruiting and using DBE and any responses received, i.e., lists,  Name of Agency/Organization  Any additional data to support a demo	firms (please attach copies of re Internet page download, etc.): Method/Date of Contact	Results

N



# City of Sunnyvale

#### Agenda Item

**15-0732 Agenda Date:** 8/11/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Award of Contract for Design of the Orchard Heritage Park Project (F15-111)

#### **REPORT IN BRIEF**

Approval is requested to award a contract to Callander Associates Landscape Architecture, Inc. of San Jose in the amount of \$123,363 for design of the Orchard Heritage Park Project. Approval is also requested for a 10% design contingency in the amount of \$12,336.

#### **EXISTING POLICY**

Consistent with the provisions of Chapter 2.08 of the Sunnyvale Municipal Code, civil engineering design contracts are awarded pursuant to a Request for Proposals (RFP) process, unless otherwise exempt from the competitive bidding.

In addition, the City evaluates civil engineering design proposals in conjunction with the Qualification Based Selection (QBS) process established in California Government Code section 4525 et. seq.

#### **ENVIRONMENTAL REVIEW**

This award of a design contract is not a project as defined in Section 15378 of the California Environmental Quality Act (CEQA).

#### **BACKGROUND AND DISCUSSION**

Orchard Heritage Park is located in the Sunnyvale Community Center campus at 550 East Remington Drive. The park is approximately ten acres in size and occupies the southern-most portion of the site. It is bordered to the south by Crescent Avenue, to the west by Manet Drive and to the east by Michelangelo Drive. The park consists of a fruit orchard, an orchard barn, the Heritage museum, a multi-purpose building, the Orchard Heritage Park Interpretive Exhibit, gardens, landscaping, public art, and a trash enclosure and maintenance building that serve the entire Community Center campus.

Capital Project 830480 (Orchard Heritage Park) will make accessibility and usability improvements to the Heritage Park Museum and surrounding areas. This will be achieved by removing the cinder block wall separating the museum from the nearby parking lot, relocating the maintenance building and adjacent dumpster enclosure elsewhere on the site, and improving the area between the museum and the parking lot per the direction of the Heritage Park Master Plan. The project also includes reviewing the existing site drainage between the orchard and the Heritage Museum and possibly designing improvements, such as retaining walls, if necessary.

The contract scope with Callander consists of design and preparation of bid documents for demolition of the existing trash enclosure and maintenance building and construction of replacement facilities and other new park amenities. Neighborhood input is expected to be an important part of the design

**15-0732 Agenda Date**: 8/11/2015

process so the project scope includes a public outreach component. Two meetings are planned in which the neighborhood, Community Center user groups, and other stakeholders from the museum and orchard will have the opportunity to provide input regarding locations of the new structures and desired design elements for the project. The goal will be to build consensus on the locations of the new buildings and choose a preferred conceptual design for the park improvements.

Additionally, the scope of work includes a review of siting options for the "Butcher House." This review includes determining an appropriate location for the Butcher House within Orchard Heritage Park and consideration of the conceptual elements such as access, utilities, and the affect on other park features. Once the conceptual infrastructure needs and possible impacts have been identified, the options will be presented to Council.

An RFP process was conducted for the design contract, and three responsive proposals were received as follows:

Callander Associates Landscape Architecture, Inc. of San Jose	\$117,769
Harris Associates, Inc. of Berkeley	\$168,960
SSA Landscape Architects, of Santa Cruz	\$169,762

Proposals were reviewed by an evaluation team consisting of Public Works Parks and Engineering staff. The firms were evaluated on qualifications, experience and programmatic approach. Callander Associates was unanimously selected by the evaluation team due to a combination of factors, which include the successful completion of recent projects for the City and their strength in facilitating community input meetings. Subsequent scope and fee discussions revealed that Callander had underestimated the hours required for services during construction, so this task was increased to ensure an appropriate level of support.

#### **FISCAL IMPACT**

Project costs are as follows:

Project design (including outreach, bid and construction support)	\$123,363
Design contingency (10%)	<b>\$12,336</b>
Total cost	\$135,699

Budgeted funds are available in Capital Project 830480 (Orchard Heritage Park)

#### **Funding Source**

The work related directly to Orchard Heritage Park is funded by the Park Dedication Fund. Work related to siting the Butcher House is funded by the General Fund.

#### PUBLIC CONTACT

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

#### RECOMMENDATION

1) Award a contract, in substantially the same format as Attachment 1 to the report and in the

**15-0732 Agenda Date:** 8/11/2015

amount of \$123,363, to Callander Associates Landscape Architecture, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 2) Approve a 10% design contingency in the amount of \$12,336.

Prepared by: Pete Gonda, Purchasing officer

Reviewed by: Timothy J. Kirby, Assistant Director, Finance

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENT**

1. Draft Consultant Services Agreement

#### DRAFT

# CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC. FOR ORCHARD HERITAGE PARK PROJECT

THIS AGREEMENT	dated				is by an	d between th	е
CITY OF SUNNYVALE, a	municipal co	orporation	("CITY"),	and	CALLANDER	<b>ASSOCIATE</b>	S
LANDSCAPE ARCHITECT	URE. INC. ("C	CONSULTA	NT").				

WHEREAS, CITY desires to secure professional services necessary for design, bidding and construction support for the Orchard Heritage Park Project; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

#### 1. <u>Services by CONSULTANT</u>

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

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

#### 2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

#### 3. <u>Project Schedule</u>

The Project Schedule is set forth in the attached Exhibit "A-1".

#### 4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase, and shall include services as identified in Exhibit "A" for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Twenty Three Thousand Three Hundred Sixty Three and No/100 Dollars (\$123,363.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

#### 5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

#### 6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

#### 7. <u>Consultant's Services to be Approved by a Registered Professional</u>

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

#### 8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

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

#### 9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

#### 10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

#### 11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or

received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

#### 12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

#### 13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

#### 14. <u>Hold Harmless/Indemnification</u>

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

#### 15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

#### 16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

#### 17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Craig Mobeck, City Engineer

Department of Public Works CITY OF SUNNYVALE

P. O. Box 3707

Sunnyvale, CA 94088-3707

To CONSULTANT: Callander Associates Landscape Architecture, Inc.

Attn: David Rubin

300 South First Street, Suite 232

San Jose, CA 95113

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

#### 18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

#### 19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

#### 20. <u>Integrated Agreement</u>

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or

obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

#### 21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

#### 22. <u>California Agreement</u>

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

#### 23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

#### 24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

#### 25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

#### 26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

#### 27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

#### 28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

#### 29. Severability Clause

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

#### 30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

#### 31. Entire Agreement; Amendment

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

#### 32. <u>Miscellaneous</u>

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

City Manager
{CONSULTANT'S NAME} ("CONSULTANT")

By\_\_\_\_\_
APPROVED AS TO FORM:

Name/Title

Name/Title

City Attorney

#### Exhibit A

#### SCOPE OF WORK FOR Orchard Heritage Park Improvements PR-15-04-16

#### I. General

The City of Sunnyvale is seeking proposals from licensed Architecture/Landscape Architecture firms to provide professional services for design and preparation of bid documents and construction support for the Orchard Heritage Park Improvements, and to study a potential building relocation as described below. The scope of work generally includes public meetings and preparation of: preliminary design, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

#### **II.** Project Information

#### A. Description

The purpose of the Orchard Heritage Park Improvements project is to make the Sunnyvale Heritage Park Museum and surrounding area more accessible, usable, and attractive. This will be achieved by removing the cinder block wall separating the museum from the nearby parking lot, relocating the maintenance building and adjacent dumpster enclosure elsewhere on the site, reviewing the existing site drainage between the orchard and the Heritage Museum and possibly designing improvements such as retaining walls, if necessary, and landscaping the area between the museum and the parking lot per the direction of the Orchard Heritage Park Master Plan.

In addition, the City is considering relocating the historic "Butcher House" from its current location at the juncture of Fremont Avenue and El Camino Real to Orchard Heritage Park. This will include evaluating locations for the Butcher House within Orchard Heritage Park and consideration of the conceptual elements such as access, utilities, and tree removals that affect other park features. Since the project involves selection of locations for new and replacement structures, public meetings will be held to allow residents an opportunity to provide input and ask questions about the project. The recommended location for the Butcher House and an explanation of the associated costs and impacts will be presented to City Council at the conclusion of the public outreach process. Should Council decide to proceed with relocating the Butcher House, detailed design development will be awarded under a separate contract.

#### B. Location

Orchard Heritage Park is located in the Sunnyvale Community Center Property at 550 East Remington Drive between El Camino Real and Sunnyvale-Saratoga Road in Sunnyvale. Orchard Heritage Park is approximately 10 acres in size and occupies the southern-most portion of the property. It is bordered to the south by Cresent Avenue, to the west by Manet Drive and to the east by Michelangelo Drive.

#### C. Existing Conditions

Orchard Heritage Park consists of a fruit orchard with approximately 800 apricot trees, an orchard barn, the Orchard Heritage Park Interpretive Exhibit (OHPIE), the Heritage Museum, a multi-purpose building and a maintenance building, as well as gardens, landscaping, and public art. The park has been designated as a Special Use Site in accordance with the Open Space Sub-Element of the Sunnyvale General Plan with the intent to maintain it as a working orchard for as long as possible.

The Heritage Museum and OHPIE are located near the orchard and are separated from the nearest parking lot by a cinder block wall, a large dumpster enclosure, the parks maintenance building and a storage shed. This acts as a visual barrier which makes the museum difficult to locate and less accessible, usable and attractive. The Heritage Museum grounds were flooded by stormwater from the orchard during the last major storm.

The existing parks maintenance building is made of concrete block and is approximately 900SF. The building consists of one open room and is used to store park equipment, tools, pesticides, and has an office area with desks and tables. The building is often used by staff for breaks and lunches. The building has an electrical closet with an electrical panel, irrigation controller and phone cabinet which may act as a service point to the museum.

#### III. Consultant Scope of Services

The consultant will perform all architectural, engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

Consultant services shall include, but are not limited to: Project management, preliminary design, design development, bid documents, bidding support, and construction support services, as further detailed below.

#### A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the consultant is expected to attend a design kick-off meeting, submittal review meetings for each design development progress submittal, and other outreach and design presentation meetings listed. The consultant shall prepare all meeting agendas and action item logs for subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings.

Consultant's own team should have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

The consultant will be expected to attend a pre-submittal over the counter meeting with the Building Division prior to submission of the plans at the 75% submittal stage. Consultant will also be responsible for making appointments (as necessary) and delivering all subsequent submittals to the Building Division.

The consultant shall host an FTP site throughout the project's duration for electronic file sharing.

E-Builder license and training: In the event that the selected consultant will be required to use e-Builder™ ASP software and protocols included in that software during this project, Consultant is responsible for procuring their own license which must be kept active for the duration of the entire project. Consultant will be required to obtain E-Builder training from the manufacturer; an 8 hour training session shall be anticipated and up to 15 people can be trained at once. E-Builder software shall be utilized for all project management documentation and correspondence. Contact e-Builder for further information at <a href="www.e-builder.net">www.e-builder.net</a> or <a href="1-800-580-9322">1-800-580-9322</a>. The use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities of the consultant. Consultant to review cost proposal template for anticipated costs for license procurement and training, including travel expenses.

- B. Preliminary Investigation, Design and Public Outreach

  During the design process the consultant shall conduct the following public outreach:
  - **<u>B-1 Kick-Off Meeting:</u>** Meet with City staff to discuss the project scope, schedule and budget. Identify project goals, opportunities and challenges. Review the preliminary project schedule and solicit input from City staff. Prepare *meeting minutes* and transmit to participants.
  - **B-2 Topographic Survey:** Prepare a topographic survey for use in plan preparation. Information to include contours at one foot intervals, building locations, existing tree locations and sizes, surface materials, surface and subsurface utility information based on record information. Task also includes supplemental survey for the maintenance building and trash enclosure somewhere within the community center campus at a location to be determined later. The area of this supplemental survey will be based on a developed design footprint for these items plus 20' on all sides. Submit electronic **topographic survey** in AutoCAD.
  - **B-3 Geotechnical Investigation:** Geotechnical engineer to conduct exploratory borings at two (2) locations within the limits of the project area to ascertain subsurface soil conditions. Lab testing, engineering analysis and report preparation will be conducted to summarize findings of samples taken from the field. Report recommendations will be incorporated into the plans and specifications and backchecked by the Geotechnical engineer for general conformance to their recommendations. Provide City with **geotechnical report**.
  - **B-4 Project Schedule:** Prior to the start-up meeting, revise the **project schedule** (included as part of this proposal). Revisions to be based on the most current project understanding available at the time. An updated schedule will be brought to every meeting with the City, beginning with the kick-off meeting (task B-1).
  - <u>B-5 Site Reconnaissance & Drainage Evaluation:</u> Conduct *site reconnaissance* observing existing conditions including grades, on-site utilities, vegetation, edge conditions, and site access. Photo document existing conditions and compile images in

a site photos binder for studio use and to facilitate meetings with City staff. Additionally, evaluate existing storm drainage network around the history museum and propose solutions to mitigate any discovered deficiencies in a brief summary memorandum to be provided submitted to the City.

**B-6 Evaluation of Butcher House:** Investigate existing conditions within the Butcher House and evaluate its suitability for relocation to Orchard Heritage Park site. Assess the type of improvements and costs (order of magnitude only) that would be incurred in relocating the home. Present the findings in a **summary report**.

B-7 Stakeholder Input Meetings: The selected Architect shall conduct a meeting at the Sunnyvale Community Center with members of the neighborhood surrounding the park. museum and park user groups and other key stakeholders. The objective of the meeting is to gather input regarding desired design elements for the new entryway to the museum and the locations of the Butcher House and the replacement park maintenance building and trash enclosure. Stakeholders will also be able to express concerns about potential project impacts. In addition, this will be an opportunity to provide information to stakeholders about the design process, including future opportunities for public input, and to outline a tentative project schedule. Prepare a large scale overall site inventory plan that identifies the existing uses and features of the site. Provide scaled templates of the Butcher House, replacement maintenance building and trash enclosure for use in illustrating different site plan configurations. Prepare inspiration image board showing historical plazas, gardens, shading, seating and other plaza elements to spur community dialogue about the potential for an expanded entry plaza. Lead a discussion on the opportunities and constraints of various site plan alternatives. Community voting with dot stickers will be used to evaluate community preferences. Community comments will be recorded on a flip-chart.

Information gathered at this meeting will be used during the conceptual design process. The Architect shall be prepared to offer suggestions and show some examples of possible design features, and shall be responsible for producing and distributing all materials necessary such as agendas and any other handouts or exhibits necessary to conduct the meeting. All documentation of the meeting including keeping an accurate sign-in sheet, taking notes and preparing meeting minutes for review and approval by the City shall also be the responsibility of the Architect.

The Architect will use the input gathered at the meeting to create three conceptual designs for the entryway and locations for the Butcher House and the replacement building and trash enclosure that will be presented at the second stakeholder meeting. Prior to the second community meeting, consultant will discuss the three concept plans and their associated costs and impacts with the City.

The City will be responsible for public outreach and notification prior to all public meetings.

Attend up to three (3) additional stakeholder meetings on-site. Anticipated stakeholders include the Museum, City maintenance staff and the Orchardist. It is anticipated these three meetings will be scheduled on one day and in succession.

- **B-8 Concept Plans:** Prepare three (3) color rendered *concept plans* at 1"=20' based on input received from the stakeholder input meeting. Concepts to clearly show and label program elements. Prepare up to three (3) enlargements at key locations to illustrate visibility, grades and relationships between various uses. Prepare one (1) image board for each concept to illustrate proposed character and materials.
- <u>B-9 Concept Plan Cost Estimates:</u> Prepare preliminary concept-level *cost estimates* for each concept.
- **<u>B-10 Staff Review Meeting:</u>** Meet with City staff to review concepts and cost estimates and identify revisions to be made to each concept. Make minor revisions to concepts as directed. **Meeting agenda and summary** will be provided.
- **B-11 Stakeholder Conceptual Design Selection Meeting**: The goal of the second meeting is to present three conceptual design plans, enlargements and image boards to stakeholders and select a preferred alternative, or combination of alternatives, based on feedback gathered at the meeting.

The consultant responsibilities for the second meeting shall include preparation and distribution of all necessary handouts and exhibits; presentation of the three conceptual designs; facilitation of selection of a preferred alternative or combination of alternatives as well as documentation of the meeting.

- **<u>B-12 Preferred Concept Plan:</u>** Based on direction provided at the stakeholder design selection meeting, prepare refined concept plan and cost estimate.
- <u>B-13 Staff Review Meeting:</u> Present preferred concept plan and estimate to staff and identify any revisions needed prior to presenting to the Parks & Recreation Commission. Make minor revisions to concepts as directed. *Meeting agenda and summary* will be provided.
- **B-14 Parks and Recreation Commission Meeting Public Hearing**: The consultant shall present the preferred conceptual design to the Parks and Recreation Commission at a regularly scheduled meeting. This includes, but is not limited to, preparing and presenting a power point presentation, any necessary exhibits, providing a summary of the public outreach and design process, and answering questions from the Commission so they can recommend approval of the conceptual design by the City Council.

The consultant should also report the conclusions reached after the review of the existing site drainage including any proposed improvements and construction cost estimates. Similarly, impacts related to the preferred location for the Butcher House such as tree removals/relocations, utilities, access and cost estimates should be discussed. The consultant shall also determine what the CEQA needs will be for the project if it includes the Butcher House relocation.

<u>B-15 Staff Review Conference Call:</u> Review comments from Parks & Recreation Commission via conference call and make minor edits to preferred concept plan as

needed in preparation for the Council meeting. *Meeting agenda and summary* will be provided.

**B-16 City Council Meeting Public Hearing**: The consultant shall present the preferred conceptual design to the City Council as recommended by the Parks and Recreation Commission. This includes incorporating any appropriate changes requested by the Parks and Recreation Commission prior to the meeting and preparing and presenting a power point presentation with all necessary exhibits, estimates and schedules to explain the design and the public involvement process. The consultant should be prepared to provide information and answer questions to enable the City Council to approve the conceptual design and decide whether or not to proceed with drainage modifications/retaining wall and the Butcher House relocation.

#### C. Design Development

Consultants shall be the Architect of Record and responsible for design and preparation of complete plans, technical specifications, and recommended revisions to the City's special provisions for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate "green" building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI 2012 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, City Building Division, and other stakeholders will also be consultant responsibility.

All submittals shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents.

#### C-1 30% Submittal

#### C-1.1 30% Plan Preparation

- 1. <u>30% Submittal:</u> Submit 4 sets of 24" x 36" hardcopies and 2 sets of half-size hard copies.
  - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details. Anticipated sheets include:
  - -Cover sheet
- erosion control plan
- -demolition plan
- -grading & drainage plan
- -site construction plan

- -irrigation plan
- -planting plan
- -maintenance building & trash enclosure plan
- -draft detail sheets (3 to 4)
  - b. Design development booklet including cut sheets for equipment/appurtenances
  - Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities
  - d. Project schedule update
  - e. 30% construction cost estimate
  - f. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
  - g. Table of Contents list for technical specifications.
  - h. Geotechnical report

<u>C-1.2 Presentation to City:</u> Present the plans to the City. Presentation to include a brief explanation of every deliverable. Capture meeting input and prepare a *meeting summary*. Distribute meeting summary to attendees.

#### C-2 75% Submittal

<u>C-2.1 Coordination Meeting:</u> Attend a meeting to be hosted by the City to receive comments on the 30% submittal. To the greatest degree possible in the context of the meeting, identify any and all changes needed to allow the project to move directly into 75% construction documents. Capture meeting input and prepare a *meeting summary*. Distribute meeting summary to attendees. Also as part of this task, schedule and attend an over-the-counter pre-submittal meeting with the Building Department immediately following the staff coordination meeting.

#### C-2.2 75% Plan Preparation

- 2. <u>75% Submittal:</u> All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit 4 sets of 24" x 36" hardcopies and 2 sets of half-size hard copies.
  - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
  - b. 75% specifications:
    - Technical specifications
    - Special provisions, with recommended revisions in track changes format, to include the following:
      - Bid item descriptions and measurement and payment provisions
      - o A list of minimum required submittals during construction
      - List of information available to Bidders, with disclaimer

- A table listing all inspections (including any special inspections and materials testing) and associated responsibility
- A table list of materials requiring warranties, and associated warranty periods
- c. Project schedule update
- d. 75% construction cost estimate in the form of the bid schedule
- e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
- g. Other supporting documentation as necessary for PG&E and/or AT&T utility service applications, and for the building permit.
- <u>C-2.3 Presentation to City:</u> Present the plans to the City. Provide responses to all comments received on the 30% submittal. Prepare a *meeting summary*. Distribute meeting summary to attendees.

#### C-3 100% Submittal

<u>C-3.1 Coordination Meeting:</u> Attend a meeting to be hosted by the City to receive comments on the 75% submittal. Identify any changes needed to allow the project to move directly into 100% construction documents. Capture meeting input and prepare a *meeting summary*. Distribute meeting summary to attendees.

#### C-3.2 100% Plan Preparation

- 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit 4 sets of 24" x 36" hardcopies and 2 sets of half-size hard copies.
  - a. 100% plans
  - b. 100% specifications
    - Reviewed bid instructions
    - Finalized special provisions including required submittals
    - Finalized technical specifications
  - c. Project schedule update
  - d. 100% construction cost estimate
  - e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
  - f. Other supporting documentation as necessary
- <u>C-3.3 Peer Review:</u> A review of the plans will be performed by a peer with equal or greater experience in preparation of the document type. A separate, letter format certification will be provided that states;

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a licensed landscape architect with expertise

and experience in the appropriate fields of landscape architecture equal to or greater than the Landscape Architect of Record, and that appropriate corrections have been made."

This document will be stamped with the professional's registration stamp, signed and dated.

<u>C-3.4 Presentation to City:</u> Present the plans to the City. Provide responses to all comments received on the 75% submittal. Presentation to focus on any outstanding unresolved items. Provide clarifications as needed. Prepare a *meeting summary*. Distribute meeting summary to attendees.

#### D. Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal, including incorporation of all Building Division comments.

#### **D-1 Final Bid Package**

#### **D-1.1 Final Plan Preparation**

Submit copies and digital format (PDF and native format) of each of the documents listed below:

- 1. One hard copy of full sized plans (24" x 36"), stamped and signed on each sheet by the Architect of Record and by discipline.
- 2. One hard copy of the specifications, printed single-sided only.
  - a. Special provisions.
  - b. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
- 3. Final project schedule update.
- 4. Final construction cost estimate

#### E. Bidding Services

#### E-1 Bid Period Services

Consultant will attend a pre-bid meeting, respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

#### F. Construction Support Services

The City's construction management will have primary responsibility for construction management and inspection. The consultant's point of contact will be the City's construction manager, not the contractor.

#### F-1 Construction Period Services

The following is a minimum list of services and submittals required.

- Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
- Attend the pre-construction meeting.
- 3. Attend one construction progress meeting.
- 4. Participate in the final inspection and development of punch lists.
- 5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims. (Note we assume geotechnical services for compaction testing will be provided by the City).
- 6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
- 7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
- 8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
- 9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
- 10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

#### IV. Available Documents

The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
  - Orchard Heritage Park Master Plan, September 24, 2002
  - o PR-76-6, Community Center Park Arboretum: 1976
  - o PR-72-3, Sunnyvale Community Center: 1972
  - o PR-80-14, Community Center Arboretum Landscaping: 1980
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary. http://sunnyvale.ca.gov/Departments/PublicWorks/UtilityMaps.aspx
- Bench marks for vertical control are listed on the City's website:
   http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx
- City standard specifications and details are available on the City's website: http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx

The below information will be provided during design to the consultant.

- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2011 (ArcGIS format)
- City standard plan cover sheet

et S 2015	Schedule 5				EXH	IIBIT A-1			Orchard Heritage Park Project # F City of Su
)	Task Name	Duration	Start	Finish	3rd Quarter Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Mar	2nd Quarter 3rd Quarter Apr May Jun Jul	4th Quarter 1st Quarter Aug Sep Oct Nov Dec Jan Feb
	Authorization to Proceed	0 days	Tue 9/1/15	Tue 9/1/15	9/1	Oct Nov Dec	Jan Feb Mai	Api iviay Juli Juli	Aug Sep Oct Nov Dec Sail Peb
	B. PRELIM INVESTIGATION, DESIGN & PUBLIC OUTREACH	385 days	Tue 9/1/15	Mon 2/20/17					
	B-1 Kick-Off Meeting	0 days	Tue 9/1/15	Tue 9/1/15	9/1	¬			▼ 
	B-2 Topographic Survey	20 days	Tue 9/1/15	Mon 9/28/15					
	B-3 Geotechnical Investigation	20 days	Tue 9/1/15	Mon 9/28/15					
	B-4 Project Schedule	5 days	Tue 9/1/15	Mon 9/7/15					
	B-5 Site Reconnaissance	3 days	Tue 9/29/15	Thu 10/1/15					
	B-6 Evaluation of Butcher House	5 days	Tue 9/8/15	Mon 9/14/15					
	B-7 Stakeholder Input Meeting	5 days	Tue 9/29/15	Mon 10/5/15	_				
	B-8 Concept Plans	20 days	Tue 10/6/15	Mon 11/2/15					
	B-9 Concept Plan Cost Estimates	5 days	Tue 10/27/15	Mon 11/2/15		11/2			
	B-10 Staff Review Meeting	0 days	Mon 11/2/15	Mon 11/2/15		11/2			
	B-11 Stakeholder Conceptual Design Selection Meeting	5 days		Mon 11/23/15		<b>L</b>			
	B-12 Preferred Concept Plan	15 days		Mon 12/14/15		<u> </u>			
	B-13 Staff Review Meeting	0 days		Mon 12/14/15		<b>*</b>	12/14		
•	B-14 Parks & Recreation Commission Meeting (2nd Wed)	0 days	Wed 1/13/16	Wed 1/13/16			1/13		
	B-15 Staff Review Conference Call	3 days	Wed 1/13/16	Fri 1/15/16			i i		
·	B-16 City Council Meeting (Tues, twice per month)	0 days	Tue 2/2/16	Tue 2/2/16			12/14		
	C. DESIGN DEVELOPMENT	95 days	Tue 2/2/16	Mon 6/13/16					
	C-1 30% Submittal	25 days	Tue 2/2/16	Mon 3/7/16			<u> </u>	¥	
	C-1.1 30% Plan Preparation	25 days	Tue 2/2/16	Mon 3/7/16					
	C-1.2 Presentation to City	0 days	Mon 3/7/16	Mon 3/7/16			3/7		
	C-2 75% Submittal	35 days	Tue 3/8/16	Mon 4/25/16					
	x.xx Staff Review	15 days	Tue 3/8/16	Mon 3/28/16				H	
	C-2.1 Coordination Meeting	0 days	Mon 3/28/16	Mon 3/28/16				3/28	
	C-2.2 75% Plan Preparation	20 days	Tue 3/29/16	Mon 4/25/16				L	
	C-2.3 Presentation to City	0 days	Mon 4/25/16	Mon 4/25/16				4/25	
	C-3 100% Submittal	35 days	Tue 4/26/16	Mon 6/13/16					
	x.xx Staff Review	15 days	Tue 4/26/16	Mon 5/16/16					
	C-3.1 Coordination Meeting	0 days	Mon 5/16/16	Mon 5/16/16				5/16	
	C-3.2 100% Plan Preparation	15 days	Tue 5/17/16	Mon 6/6/16				<u> </u>	
	C-3.3 Peer Review & Incorporation	5 days	Tue 6/7/16	Mon 6/13/16				<u> </u>	
	C-3.4 Presentation to City	0 days	Mon 6/13/16	Mon 6/13/16				6/13	
	D DID DACKAGE	0E -1	Tue 6/44/40	Mar 7/40/40					
	D. BID PACKAGE	25 days		Mon 7/18/16					
	D-1 Final Bid Package x.xx Staff Review	25 days	Tue 6/14/16	Mon 7/18/16					
		15 days	Tue 6/14/16	Mon 7/4/16					
	D-1.1 Final Plan Preparation	10 days	Tue 7/5/16	Mon 7/18/16				<u> </u>	
	E. BIDDING SERVICES	EE dove	Tue 7/19/16	Mon 10/3/16					
	E. BIDDING SERVICES  E-1 Bid Period Services	55 days		Mon 10/3/16 Mon 10/3/16					
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	F. CONSTRUCTION SUPPORT SERVICES	100 days	Tue 10/4/16	Mon 2/20/17					
	F-1 Construction Period Services	100 days	Tue 10/4/16	Mon 2/20/17					<b>Y</b>
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City of Sunnyvale EXHIBIT B

Proposal for:

#### Orchard Heritage Park Project No. F15-111

prepared by: Callander Associates Landscape Architecture, Inc.

	Tasks	Labor Subconsultants									ODCs	Total							
-	i aono	Principal	Proj Manager 3	Assistant 3	Word Processor	Construction	Principal	1	I	-+	Civil & Survey	Geotechnical	Architectur		Electrical	Structural	Environmental	Other	iotai
Task #	Task Description	Brian Fletcher	David Rubin	Tristan Williamson	Julie Morgan	Shawn Sanfilippo	Mark Slichter	Total	Total Labor Cos	sts	Sandis	GeoForensics	MSA		Zeiger	Barrish Pelham	BRG	Direct	Total Fee
		\$181	\$140	\$112	\$105	\$142	\$181	Hours			LS	LS	LS		LS	LS	LS	Costs	
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B-1	Kick-Off Meeting	3	4	0	1	0	0	8	\$ 1,2 \$ 2		\$ -	\$ - \$ -	\$ -	,	\$ - \$ -	\$ -	\$ - \$ -	\$ - \$ -	\$ 1,208 \$ 7.625
B-2	Topographic Survey	0	2	0	0	0	0	2	7	280	7	Ÿ	Y		7	Ÿ	7		7 .,
B-3	Geotechnical Investigation	0	2	0	0	0	0	2				\$ 4,000			\$ -	\$ -	\$ -	\$ -	\$ 4,280
B-4	Project Schedule	0	2	0	0	0	0	2				\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 280
B-5	Site Reconnaissance & Drainage	1	5	4	0	0	0	10	\$ 1,3	329	\$ 1,130	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,459
	Evaluation																		
B-6	Evaluation of Butcher House	1	4	0	0	0	0	5			\$ -	\$ -	\$ 3,0	00 5	\$ -	\$ -	\$ -	\$ -	\$ 3,741
B-7	Stakeholder Input Meetings	7	12	8	0	0	0	27	\$ 3,8	343	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 3,843
B-8	Concept Plans	2	16	18	0	0	0	36	\$ 4,6	518	\$ -	\$ -	\$ -		\$ 1,350	\$ -	\$ -	\$ -	\$ 5,968
B-9	Concept Plan Estimates	0	4	4	1	0	0	9	\$ 1,1	113	\$ -	\$ -	\$ 3,6	00 5	\$ -	\$ -	\$ -	\$ -	\$ 4,713
B-10	Staff Review Meeting	3	6	8	1	0	0	18	\$ 2,3			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,384
B-11	Stakeholder Conceptual Design	3	6	4	0	0	0	13	\$ 1,8			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 1,831
1	Selection Meeting						-	1	]	J			1	- [ ]		1		1	
B-12	Preferred Concept Plan	2	8	12	0	0	0	22	\$ 2.8	326	\$ -	\$ -	Ś -		\$ -	\$ -	\$ -	\$ -	\$ 2,826
B-13	Staff Review Meeting	3	4	6	0	0	0	13	\$ 1,7			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 1,775
B-13	Parks & Recreation Commission	0	6	0	1	0	0	7	, ,			\$ -	\$ -		\$ - \$ -	\$ - \$ -	\$ 2,000	\$ -	\$ 2,945
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B-15	Staff Review Conference Call	1	1	3	0	0	0	5		557		\$ -	\$ -	- 1	\$ -	\$ -	\$ -	Υ	\$ 657
B-16	City Council Meeting Public Hearing	0	6	0	0	0	0	6	\$ 8	340	\$ -	\$ -	\$ -	٠ [ ۶	\$ -	\$ -	\$ -	\$ -	\$ 840
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С	DESIGN DEVELOPMENT	10	85	128	19	0	6	248	\$ 31,1		\$ 10,755	\$ -		. 5	\$ 4,200	\$ 2,000	\$ -	\$ -	\$ 48,082
C-1	30% Submittal	4	28	48	3	0	0	83	\$ 10,3		7 0,000	\$ -	\$ -		\$ 1,200	\$ -	\$ -	\$ -	\$ 16,535
C-1.1	30% Plan Preparation	4	24	48	2	0	0	78	\$ 9,6		\$ 5,000	\$ -	\$	- 5	\$ 1,200	\$ -	\$ -	\$ -	\$ 15,870
C-1.2	Presentation to City	0	4	0	1	0	0	5		565	\$ -	\$ -	\$	- 5	\$ -	\$ -	\$ -	\$ -	\$ 665
C-2	75% Submittal	4	32	48	10	0	0	94	\$ 11,6		\$ 4,000	\$ -	\$ -		\$ 1,500	\$ 1,000		\$ -	\$ 18,130
C-2.1	Coordination Meeting	0	4	0	1	0	0	5	\$ 6	565	\$ -	\$ -	\$	- 5	\$ -	\$ -	\$ -	\$ -	\$ 665
C-2.2	75% Plan Preparation	4	24	48	8	0	0	84	\$ 10,3	300	\$ 4,000	\$ -	\$	- \$	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 16,800
C-2.3	Presentation to City	0	4	0	1	0	0	5	\$ 6	565	\$ -	\$ -	\$	- 5	\$ -	\$ -	\$ -	\$ -	\$ 665
C-3	100% Submittal	2	25	32	6	0	6	71	\$ 9,1	162	\$ 1,755	\$ -	\$ -	. 5	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 13,417
C-3.1	Coordination Meeting	0	4	0	1	0	0	5	\$ 6	565	\$ -	\$ -	\$	- 5	\$ -	\$ -	\$ -	\$ -	\$ 665
C-3.2	100% Plan Preparation	2	16	32	4	0	0	54	\$ 6,6	506	\$ 1,755	\$ -	\$	- 5	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 10,861
C-3.3	Peer Review	0	1	0	0	0	6	7	\$ 1,2	226	Ś -	Š -	Ś	- 9	Ś -	Ś -	\$ -	\$ -	\$ 1,226
C-3.4	Presentation to City	0	4	0	1	0	0	5		565	Š -	Š -	Ś	- 9	\$ -	s -	s -	\$ -	\$ 665
D	BID PACKAGE	2	10	20	4	0	0	36		122	\$ 1,000	\$ -	Ś -	. 9	\$ 1,150	\$ 500		\$ -	\$ 7,072
D-1	Final Bid Package	2	10	20	4	0	0	36	\$ 4,4			\$ -			\$ 1,150	\$ 500		\$ -	\$ 7,072
D-1.1	Final Plan Preparation	2	10	20	4	0	0	36	\$ 4,4		\$ 1,000	\$ -	ς .		\$ 1,150	\$ 500	\$ -	\$ -	\$ 7,072
D-1.1	BIDDING SERVICES	0	4	4	0	8	0	16	\$ 4,4		\$ 1,060	\$ -	\$ -		\$ 300		\$ -	\$ -	\$ 3,504
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E-1	Bid Period Services	0	4	4		8	0		\$ 2,1		\$ 1,060	<u> </u>	ć					7	7
F	CONSTRUCTION SUPPORT SERVICES	0	12	4	0	36	0	52	\$ 7,2		\$ 4,100	\$ -	\$ -	,	\$ 1,300	\$ -	\$ -	\$ -	\$ 12,640
F-1	Construction Period Services	0	12	4	0	36	0	52	\$ 7,2	240	\$ 4,100	\$ -	1	- 15	\$ 1,300			\$ -	\$ 12,640
<u> </u>								L			,		ļ. —				ļ. —		
	Proposal Subtotal	38	199	223	27	44	6	537	\$ 69,8	883	\$ 25,390	\$ 4,000	\$ 6,6	500 \$	\$ 8,300	\$ 2,500	\$ 2,000	\$ 4,690	\$ 123,363
1	Optional Services									l									
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	Total Optional Services	0	0	0	0	0	0	0	Ś			\$ -		- 9	<u> </u>	š -	\$ -	\$ -	\$ -
-	Total Including Optional Services	38	199	223	27	44	6	537	\$ 69,8	_		\$ 4,000		500 \$	\$ 8,300			\$ 4,690	\$ 123,363
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Landscape Architecture, Inc.

# EXHIBIT "C" INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance Consultant shall maintain limits no less than:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
- 2. <u>Automobile Liability</u>: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- 3. <u>Workers' Compensation</u> Statutory Limits and <u>Employer's Liability</u>: \$1,000,000 per accident for bodily injury or disease.
- 4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$1,000,000 per occurrence.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

#### Other Insurance Provisions

The **general liability** policy shall contain, or be endorsed to contain, the following provisions:

- 1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
- 2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
- 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

#### Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.



### City of Sunnyvale

#### Agenda Item

**15-0390 Agenda Date:** 8/11/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

REQUEST FOR CONTINUATION to September 15, 2015 to 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)

#### **BACKGROUND**

This item was originally scheduled and advertised for the City Council hearing on August 11, 2015. The continuance is requested to allow staff to further address provisions for child care centers in office and industrial areas.

#### **PUBLIC CONTACT**

An action to continue a hearing to a date certain serves as required legal notice. Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

#### STAFF RECOMMENDATION

Continue this item to September 15, 2015 to allow staff to further address provisions for child care centers in office and industrial areas.

Prepared by: Stephanie Skangos, Associate Planner

Reviewed by: Hanson Hom, Community Development Director Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager

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# City of Sunnyvale

#### **Agenda Item**

**15-0072 Agenda Date:** 8/11/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Appoint Applicants to Boards and Commissions

#### **DISCUSSION**

Names of applicants, the applicants' preferences (when the applicant has applied for more than one board or commission), and terms of appointments are as follows.

Board of Building Code Appeals (1 term to 6/30/2016, 1 term to 6/30/2017, 1 term to 6/30/2019)

No applicants.

#### Board of Library Trustees (1 term to 6/30/2017, 1 term to 6/30/2019)

Erika Torres (2<sup>nd</sup> preference) Howard Woo

#### Heritage Preservation Commission (1 term to 6/30/2019)

Kenneth Valenzuela

#### Personnel Board (Council Nominated Seat, 1 term to 6/30/2019)

Jonathan Cohen (1<sup>st</sup> preference) Erika Torres (1<sup>st</sup> preference)

#### Planning Commission (1 term to 6/30/2019)

Henry Alexander III
Jonathan Cohen (2<sup>nd</sup> preference)
Melanie Holthaus
Narendra Pathak
Elinor Stetson
Kandaswamy Thangamuthu

Terms will be effective August 12, 2015. Following appointments, the staff liaison for each commission will provide a commission-specific orientation and each new member is required to take the Oath of Office, sign the Model of Excellence and attend the Board and Commission Orientation hosted by the Office of the City Clerk. A ceremonial oath will be offered to all incoming members.

#### **EXISTING POLICY**

On April 21, 2015, Council adopted revisions to Council Policy 7.2.19 *Boards and Commissions* regarding the appointment of board and commission members to allow for *paper votes* or individual candidate votes, at the discretion of the Mayor.

**15-0072 Agenda Date:** 8/11/2015

#### **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. Appoint commissioners from the applicants listed in this report.
- 2. Provide other direction to staff on how to proceed.

#### STAFF RECOMMENDATION

Staff makes no recommendation.

Prepared by: Lisa Natusch, Deputy City Clerk

Reviewed by: Jane Chambers, Interim Assistant City Manager

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



# City of Sunnyvale

#### Agenda Item

**15-0672 Agenda Date:** 8/11/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **BACKGROUND**

Parks, public areas, and city owned properties in Sunnyvale are not intended to be used for camping or the storage of personal property. In recent years, the City has received a growing number of complaints from residents about camping and storage of property on public property, particularly in Fair Oaks Park and under the north side of the Fair Oaks Bridge Overpass near Kifer Road. The proposed ordinance is one tool to be used in conjunction with other efforts to address homelessness to ensure the City's public areas are kept in a safe, clean and accessible condition. The City will continue to partner with the County's North County Cold Weather Shelter Program and various social service agencies including Sunnyvale Community Services and InnVision Shelter Network to provide proactive case management for the homeless in Sunnyvale.

#### **EXISTING POLICY**

SMC Section 9.62.090. Loitering Prohibited During Certain Hours: No person shall remain, stay or loiter in any public park, between the hours of nine p.m. and six a.m. of the following day without approval from the director.

#### **ENVIRONMENTAL REVIEW**

Adoption of the ordinance is not a project within the meaning of CEQA because it is an operational activity and will not create a significant impact on the environment. (CEQA Guideline 15061(b)(3).)

#### **DISCUSSION**

#### **Proposed Code and Enforcement**

The purpose of the proposed ordinance (see Attachment 1) is to provide a tool to assist the City's ability to balance the needs and rights of all users of city parks and rights-of-way to ensure that both people and the environment are protected from damage. The ordinance will allow maintenance of public property in a clean, sanitary, safe, attractive and accessible condition, protect the health, safety, environment and general welfare of the community, and address conditions on public property that diminish the public's ability to use and enjoy those facilities.

Cities are authorized to regulate public behavior that may create substantial health and safety hazards, and, to that end, courts have upheld ordinances prohibiting camping and storage of personal property on public property. Adverse conditions staff members have observed in cases involving camping and storage on public property include the presence of litter and human excrement, damage to landscaping, and obstructed public rights of way and/or recreational facilities. These conditions can create hazards to the health of those who are camping and/or storing property,

**Agenda Date:** 8/11/2015

as well as to other citizens who use public facilities. The proposed ordinance attempts to address these conditions by making it unlawful for any person to camp or store personal or unattended property in any park, street, or on other public property except as otherwise authorized by the SMC. The ordinance is not intended to criminalize homelessness or prevent individuals from using public facilities as long as they are not in violation of the municipal code. The new ordinance would allow the City to ask those who are in violation to leave or face enforcement and continue to offer the services that are routinely offered, and available, to ensure transition from parks.

Enforcement procedures are progressive, starting with an oral request and proceeding through a written warning, citation and possible arrest. When individuals are not present to remove unattended property the area shall be posted at least 72 hours before the property is removed. The property thereafter would be stored by the City for 90 days for the purpose of recovery by the owner after which time the City would have the authority to discard or destroy it.

#### Camping

15-0672

City staff members handling issues related to camping in parks and public areas have observed that it negatively affects the safety, sanitation, accessibility and attractiveness of those facilities. These areas do not have restrooms for all or part of the day so people urinate and defecate on the ground causing health and safety problems for people and the environment. Staff and a contractor recently combined efforts to clean the area under the north side of the Fair Oaks bridge overpass near Home Depot because of human feces and debris on the sidewalk, landscape, and surrounding areas. Camping affects the usability of parks because space taken up by campers is not available for its intended recreational use. For example, in the case of Fair Oaks Park, campers utilized picnic sites and natural areas adjacent to the athletic field and a pedestrian/bicycle path that impacted other park users' ability to safely use those areas.

#### Storage

The storage of personal property in parks and public areas also poses a number of problems for the public and the environment. These areas are often used for dumping of trash and unwanted personal property, including electronics, furniture and clothing, making it difficult to determine if materials are refuse or stored personal property that is simply unattended. Materials can be enclosed in bags, tarps or other coverings that make it even harder to assess whether it is debris or wanted personal property. Materials inside the coverings can be dangerous. Staff has found broken glass, knives, hypodermic needles and hazardous chemicals and fluids in unmarked containers. Stored materials pose possible hazards, and reduce opportunities for intended use of public areas.

#### **Board and Commission Review**

The Parks and Recreation Commission considered this item on Wednesday, July 8, 2015 (15-0597). Commissioners voted 2-2 and the motion to recommend Alternative 1 failed due to the lack of a majority (Attachment 2).

The Parks and Recreation Commission discussed their rationale for voting with those in favor noting that parks and public spaces should be clean, available and safe for community use, and that appropriate park use and homelessness are two separate issues. Those voting against the motion felt that people will continue camping in the parks even if the ordinance were approved, that parks are safe with people camping in them and the enforcement section should be more detailed regarding time between levels of enforcement.

**15-0672 Agenda Date:** 8/11/2015

## **FISCAL IMPACT**

All related costs will be absorbed within current operating budgets, including enforcement by Public Safety and signage, clean-up and property storage by Public Works.

## **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. 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
- 2. Other Council action as desired.

## STAFF RECOMMENDATION

Alternative 1: 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.

Parks and public areas are not intended to be used for camping or storage, which interfere with the ability of the general public to use and enjoy those areas for their primary purpose and have a negative effect on the safety, sanitation, cleanliness and attractiveness of public areas. This ordinance would provide the City with the ability to enforce the prohibition of camping and storage in public places except as otherwise authorized by the Sunnyvale Municipal Code.

#### **BOARD/COMMISSION RECOMMENDATION**

The Parks and Recreation Commission voted 2-2 and the motion to recommend Alternative 1: 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 failed due to the lack of a majority. No other motion was made. Therefore, no recommendation was made.

Prepared by: Scott Morton, Superintendent of Parks and Golf Reviewed by: Craig Mobeck, Assistant Director of Public Works

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

## **ATTACHMENTS**

- 1. SMC 9.63 Camping and Storage of Property in Public Areas
- 2. Excerpt of the July 8, 2015 draft meeting minutes of the Parks and Recreation Commission

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE ADDING CHAPTER 9.63 (CAMPING AND STORAGE OF PROPERTY IN PUBLIC AREAS) OF TITLE 9 (PUBLIC PEACE, SAFETY OR WELFARE) OF THE SUNNYVALE MUNICIPAL CODE

WHEREAS, the City of Sunnyvale desires to add a chapter to the Sunnyvale Municipal Code Title 9 (Public Peace, Safety or Welfare) relating to camping and storage of personal property in public places.

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

SECTION 1. CHAPTER 9.63 ADDED. Chapter 9.63 (Camping and Storage of Property in Public Areas) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code is hereby added to read as follows:

#### Chapter 9.63

#### CAMPING AND STORAGE OF PROPERTY IN PUBLIC AREAS

9.63.010.	Purpose and Intent.
9.63.020.	Definitions.
9.63.030.	Unlawful Camping.
9.63.040.	Storage of Personal Property in Public Places.
9.63.050.	<b>Enforcement Procedures.</b>
9.63.060.	Violations.

#### 9.63.010. Purpose and intent.

The public parks, streets, sidewalks and other public areas within the city should be readily accessible and available to residents and the public at large for their intended purposes. The purpose of this section is to maintain public areas within the city in a clean, sanitary, safe, attractive and accessible condition and to protect the health, safety, environment and general welfare of the community. In addition, the use of public areas for camping and sleeping interferes with the rights of others to use and enjoy those areas as they are intended.

#### **9.63.020.** Definitions.

For purposes of this chapter:

(a) "Camp" means the erecting of or occupying camp facilities for the apparent purpose of overnight occupancy, or to use camp paraphernalia.

Item No.:

- (b) "Camp facilities" include, but are not limited to, tents, huts, or other temporary shelters.
- (c) "Camp paraphernalia" includes, but is not limited to, tarpaulins, mattresses, lanterns, stoves, or non-city designated cooking facilities and similar equipment.
- (d) "Park" means any publicly-owned park or recreation area, playground, athletic field, bike trail, hiking trail, or publicly-accessible open space that is used and devoted to active or passive recreation within the city of Sunnyvale, including buildings and facilities thereon, whether or not such areas have been formally dedicated to such purpose.
- (e) "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave unattended in a location.
- (f) "Unattended property" means any personal property which appears to have been abandoned, discarded, or disregarded by its owner; or property which has been left unattended for an unreasonable amount of time. An "unreasonable" amount of time may be any amount of time, however, any property left unattended for twelve hours or more shall be considered unattended per se.
- (g) "Street" or "public street" includes avenues, highways, lanes, alleys, crossings or intersections, and courts which have been dedicated and accepted according to law, or which have been in common and undisputed use by the public for a period of not less than five years next preceding the effective date of the ordinance codified in this chapter.
- (h) "Public property" means all publicly owned real property, including, but not limited to, any street, alley, sidewalk, pedestrian or transit mall, public parking lot, bike path, greenway, creek, waterway, lots, parcels, open space, any other forms of improved or unimproved land or real property or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, or other recreation facility; or any other grounds, buildings, or other facilities owned or leased by the city or by any other public owner, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

## 9.63.030. Unlawful camping.

It shall be unlawful for any person to camp, occupy camp facilities, use camp paraphernalia, or cause a disturbance or nuisance, in any park, street, or other public property, except as otherwise authorized by the Sunnyvale Municipal Code:

## 9.63.040. Storage of personal property in public places.

It shall be unlawful for any person to store personal property or unattended property, including camp facilities and camp paraphernalia, in any park, street, or other public property, except as otherwise authorized by the Sunnyvale Municipal Code.

#### 9.63.050. Enforcement procedures.

No officer of the department of public safety shall issue a citation, make an arrest or otherwise enforce this section against any person unless:

- (a) The officer first orally requests or orders the person to refrain from the alleged violation of this section.
- (b) If the person fails to comply after receiving the oral request or order, the officer tenders a written warning stating that if the person fails to comply, he or she may be cited or arrested for a violation of this section.
- (c) If the person refuses to cooperate after receiving the oral and written warning, the officer may proceed to arrest or criminally cite the person for a violation of this section.
- (d) Where individuals are not present to remove unattended property pursuant to this chapter, the area shall be posted at least seventy-two hours before such property is removed. The property shall thereafter be removed and stored by the city in a manner consistent with the city's administrative procedures regarding encampment removals and applicable state and federal law. Owners of personal property shall have ninety days to recover such property, after which time the city may destroy the property.

#### **9.63.060.** Violations.

- (a) Violations of this chapter shall constitute an infraction and may be subject to an administrative citation, fine, criminal prosecution, or any other civil or criminal remedies available under the Sunnyvale Municipal Code or other legal authority.
- (b) Subsequent violations of this chapter within two years subsequent to the date of the initial violation may, at the discretion of the city attorney, be prosecuted as a misdemeanor, punishable by a fine of not less than five hundred dollars, nor more than one thousand dollars, by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment. This remedy is in addition to any other legal remedy, civil or criminal, available under the Sunnyvale municipal code or other legal authority.
- (c) Each such person is guilty of a separate offense for each and every day during any portion of which any violation of the ordinances of the city is committed, continued or permitted by any such person, and may be cited or punished accordingly.
- SECTION 2. CEQA EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.
- <u>SECTION 3</u>. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection,

sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

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

<u>SECTION 5</u>. 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 t		
adopted as an ordinance of the City of Su		City Council held
on, 2015, by the following	vote:	
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
RECUSAL:		
ATTEST:	APPROVED:	
City Clerk	 Mayor	
Date of Attestation:	<del>-</del>	
(SEAL)		
APPROVED AS TO FORM:		
ATTROVED AS TO FORM.		
	_	
City Attorney		

Commissioner Pochowski motioned and Vice Chair Pasqua seconded to recommend that Council approve the Special Agreement between the Sunnyvale Garden Club and the City of Sunnyvale for Outside Group Support. The motion carried with the following vote:

Yes: 3 - Chair Alexander III Vice Chair Pasqua

Commissioner Pochowski

**No**: 0

Abstain: 1 - Commissioner Kenton

## **PUBLIC COMMENTS**

Mr. Rahman spoke regarding the enforcement of the leaf blower ordinance and identified that a shopping center near his home was out of compliance due to the early morning use of leaf blowers. Staff committed to follow up with Mr. Rahman.

## **PUBLIC HEARINGS/GENERAL BUSINESS**

**2** <u>15-0597</u>

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

Superintendent of Parks and Golf Scott Morton provided the staff report. He explained the process to which the proposed new ordinance addresses the issues of cleanliness, health, usability and safety in Sunnyvale parks. He answered Vice Chair Pasqua's questions about steps the City took to remedy the loss of the local shelter, and about the prevalence of camping when the shelter was operational. He answered Chair Alexander's questions regarding the enforcement of the current municipal code; the fiscal impact of the new code; how the new ordinance would be placed into effect; and if there are plans for public education.

Chair Alexander opened the public hearing.

Councilmember Davis provided information about his personal involvement in attempting to assist the homeless at Fair Oaks Park when the adjacent winter shelter was permanently closed. He stated an ordinance will not stop people from camping in public spaces and advocated for housing assistance through community services. He answered Vice Chair Pasqua's question about the funding sources provided to assist those that were impacted by the shelter closure.

There were no further public comments and Chair Alexander closed the public hearing.

Commissioner Pochowski moved and Commissioner Kenton seconded to approve Alternative 1: Introduce an ordinance to add Chapter 9.63 to Chapter 9 of the Sunnyvale Municipal Code.

The motion failed by the following vote:

**Yes:** 2 - Commissioner Kenton Commissioner Pochowski

No: 2 - Chair Alexander III Vice Chair Pasqua

Commissioners explained the rationale for their vote.

Commissioner Pochowski stated that homelessness is a broad issue which needs to be solved at a different level. He said he believes parks are areas available for the community to enjoy themselves and feel safe. He supported the motion.

Vice Chair Pasqua stated that he feels safe at Fair Oaks and other parks. He also stated that he believes this ordinance will not stop people from camping in the parks due to people being displaced by the economy and complexities related to homeless populations. He said considering there is no imminent danger he did not support the motion.

Commissioner Kenton stated the report provided good analysis and he said he thinks there are two separate issues. He stated this ordinance is not meant to solve homelessness, rather it is an ordinance to improve the cleanliness and available space in the parks. He said he strongly supported the motion.

Chair Alexander indicated the way in which the ordinance would be enforced for those "camping" could be written with more detail. He did not support the motion.

3 <u>15-0662</u> Election of Chair and Vice Chair

Commissioner Pochowski nominated Vice Chair Pasqua for Chair. Vice Chair Pasqua accepted the nomination.

Commissioner Pasqua nominated Chair Alexander. Chair Alexander declined the nomination

Chair Alexander nominated Commissioner Kenton. Commissioner Kenton declined

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# City of Sunnyvale

## Agenda Item

**15-0600 Agenda Date:** 8/11/2015

## REPORT TO CITY COUNCIL

## **SUBJECT**

Authorize the City Manager to Execute a Concession License Agreement between the City of Sunnyvale and Gold Rush Eatery for Certain Facilities at Sunken Gardens Golf Course

## **BACKGROUND**

The City presently owns and manages two public golf courses. Sunnyvale Golf Course was built by the City in 1967 and opened for business in 1968. It is an 18-hole championship course situated on 145 acres of property at 605 Macara Avenue. Sunken Gardens Golf Course and Driving Range was purchased from a private entity with bond revenue in 1973, and was shortly thereafter re-opened as a public course. It is an executive, nine-hole course with a 26 stall driving range, situated on a 30 acre parcel at 1010 South Wolfe Road. These facilities operate as part of the Golf and Tennis Enterprise Fund. Services provided at these facilities include golf play on-course, golf practice on the driving range and putting greens, golf merchandise sales, golf cart and equipment rentals, golf lessons and food/beverage services.

Buildings at each course currently house a pro shop, restaurant, bar, banquet rooms and outdoor patio space. Areas used for food, beverage, and banquet related services (those encompassed by the scope of these leases) include approximately 16,000 square feet at Sunnyvale Golf Course and 3,000 square feet at Sunken Gardens Golf Course. Since inception, food, beverage, and banquet services have been provided through agreements with outside vendors. These agreements were non -transferable and non-saleable.

The most recent operator, Synergy Golf Management Inc., entered into an agreement with the City in March of 2013. The agreement required Synergy to operate the restaurant, bar, and banquet/event businesses at each of Sunnyvale's two golf courses. On December 14, 2014 the City terminated the agreement for failure to pay rent, and the restaurants were closed; food and beverage services have not been available since that time.

## **EXISTING POLICY**

## General Plan, Chapter 4, Community Character - Recreation

Policy CC-10.6 - Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities, and services, in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

## **ENVIRONMENTAL REVIEW**

N/A

## **DISCUSSION**

**15-0600 Agenda Date**: 8/11/2015

A Request for Proposal process to find new, qualified operators was initiated and multiple proposals to operate one or both of the restaurants were received by the deadline on March 20, 2015. A panel of staff reviewed the proposals and met with the operator that submitted the highest rated proposal, namely Gold Rush Eatery for Sunken Gardens Golf Course. This report proposes entering into a concession license agreement with the Gold Rush Eatery for the provision of food, beverage and related services at Sunken Gardens Golf Course (see Attachment 1).

## **Qualifications of Operator**

The Gold Rush Eatery was established by Kris Zankich in 2012 as a gourmet food truck business dedicated to providing high quality comfort food to the greater south bay area. They are a preferred vendor with two of the largest mobile food truck organizations in Northern California: Off the Grid and Moveable Feast, and have contracted with numerous business and organizations to provide catering and mobile food service for organizations including Apple, San Jose Earthquakes and Stanford University. Their successful "mobile" restaurant business has inspired them to bring the same high quality food and beverage service for the first time to a fixed location restaurant at Sunken Gardens Golf Course.

#### **Exclusive Use**

The lease for areas at the Sunken Gardens Golf Course includes the Restaurant and Bar portion of the Clubhouse building and adjacent patio (see Attachment 2). Parking lots at both courses will be shared use between the lessee and the City.

#### Services Provided

Gold Rush eatery will provide food, beverage, light bar (beer and wine), banquet, catering and related services at Sunken Gardens Golf Course from dawn till dusk, dependent upon seasonality, weather and golf course demand, and will be open every day the course is open. The small café will offer their unique variety of comfort foods including burgers, sandwiches and salads and the small banquet room will be available for events.

## **Tenant Improvements**

Gold Rush Eatery plans to invest approximately \$60,000 to start up the business, with half of that amount dedicated to improvements affecting the infrastructure of the clubhouse. The other improvements will be minor renovations and will include improved flooring, bar counter, restrooms, kitchen counters, doors, light fixtures, wall treatment/paint in bar/meeting room and interior and exterior painting. The other costs are associated with startup investments such as marketing, technology, liquor license, and equipment/furniture.

#### FISCAL IMPACT

The lease for the Sunken Gardens Golf Course would be \$8,000 in year one, \$18,000 in year two, and additional rent increases of \$2,000 annually through the term of the lease, with year ten being \$34,000. It would also include three five-year options. The total revenue to the Golf and Tennis Fund over ten years would be \$242,000. Financial terms are based upon the operator's proposal made during the Request for Proposal process with some minor negotiated changes. Nine-hole courses in San Mateo and Santa Clara counties were surveyed and Blackberry Farm owned by the City of Cupertino was the only one identified that leased restaurant facilities to an outside operator. The facility at Blackberry Farm predates the golf course and has three times the square footage as the one at Sunken Gardens, serves as a dinner restaurant to the community and includes a banquet room that holds 150 people. The cost per square foot of the Sunken Gardens proposal is

**15-0600 Agenda Date**: 8/11/2015

approximately half of the lease amount paid by the operator at Blackberry Farm. Although benchmarking and other research is done and negotiating occurs, the financial terms are primarily set by what the proposer has determined to be feasible as part of their business 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.

#### **ALTERNATIVES**

- 1. Authorize the City Manager to execute a concession license agreement for certain areas and facilities at Sunken Garden Golf Course with Gold Rush Eatery.
- 2. Do not Authorize the City Manager to execute a concession license agreement for certain areas and facilities at Sunken Garden Golf Course with Gold Rush Eatery.
- 3. Other action as determined by the Council.

## RECOMMENDATION

Alternative: 1. Authorize the City Manager to execute a concession license agreement for certain areas and facilities at Sunken Garden Golf Course with Gold Rush Eatery.

The provision of high quality food, beverage and special event service at Sunken Gardens Golf Course is expected by the golfing community as part of the overall golf experience. Having qualified food, beverage and special event providers at each course is also critical to the short and long-term financial status of the Golf and Tennis Fund. Entering into a concession license agreement with Golf Rush Eatery will provide direct revenue in the form of fees and collateral income as more golfers and tournaments are attracted to play the course because of the quality of the course and the food, beverage and related services.

Prepared by: Scott Morton, Superintendent of Parks and Golf

Reviewed by: Manuel Pineda, Public Works, Director Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

- 1. Concession License Agreement with Gold Rush Eatery
- Sunken Gardens Golf Course Restaurant

## **CONCESSION LICENSE AGREEMENT**

An exclusive and revocable Concession License Agreement ("License") is hereby granted by CITY OF SUNNYVALE, a municipal corporation of the State of California, to Gold Rush Eatery, Inc., a California corporation, as Licensee, to manage, operate and supervise sales of food, beverages and related services associated with Sunken Gardens Golf Course including the restaurant building at Sunnyvale Golf Course (attached hereto as Exhibit "A") and all related services for a term beginning on the date this agreement is signed in August, 2015, by all listed parties and ending at 11:59 p.m. on August, 2025, unless sooner terminated subject to the conditions contained in this License. At City's and Licensee's mutual discretion, this License may be extended for three additional five year terms on mutually agreed upon terms and conditions beyond the term described above. If the parties reach agreement, a written amendment to the License shall be executed by both parties.

## I. <u>DEFINITIONS</u>

As used in this License, the following words and phrases, unless provided otherwise, shall have the following meanings:

- A. "City" shall mean City of Sunnyvale.
- B. "City Council" shall mean the City Council of the City of Sunnyvale.
- C. "Clubhouse" shall mean the pro shop/restaurant building, and adjacent patios, walkways and planters located at the course.
- D. "Employee" shall mean any person employed by and paid solely by Licensee for any purpose.
- E. "License Year" shall mean a 12 month period of time between September 1 of one calendar year and August 31 of the following calendar year during which this License is in effect. The initial License Year shall be deemed to be September 1, 2015, through August 31, 2016.
- F. "Licensee" shall mean Gold Rush Eatery, Inc., a California corporation.

- G. "Pro shop" shall mean those portions of the Clubhouse dedicated to sale of golf merchandise and green fees including the entire East portion of the Sunken Gardens Golf Course Clubhouse.
- H. "Restaurant" shall mean those portions of the Clubhouses and associated areas dedicated to provision of food and/or beverage services including the West portion of the Clubhouse and adjacent patios and pathways at Sunken Gardens Golf Course (See Exhibit "A")
- I. "Manager" shall mean a particular employee designated by the Licensee to act on the behalf of the Licensee in any license-related matter.
- J. "Shall", when used herein, is mandatory.
- K. "Sunken Gardens Golf Course" shall mean that particular golf course owned by or leased to City, located at 1010 S. Wolfe Rd., Sunnyvale, CA.

## II. <u>EXCLUSIVE USE</u>

- A. In order to enable Licensee to exercise the privileges and rights herein licensed and to perform the duties and obligations herein imposed, City grants to Licensee:
  - 1. The exclusive use of the Restaurant at Sunken Gardens Golf Course for the sale of food, beverages and related services including banquets, catering and other related events.
  - Exclusive right for the sale of food, beverages (including alcoholic beverages, no outside alcohol allowed) and related services including banquets, catering and other related events at Sunken Gardens Golf Course.
  - 3. Such other locations within the golf course grounds and facilities outside of the Restaurants as may be established, subject to written approval of City as to each particular location and any improvements.
  - 4. Licensee shall occupy the Restaurant and any other locations as may be approved for sale of food, beverages and related services including banquets, catering and other related events, and for no other purpose.
- B. Licensee shall occupy and operate Restaurant as a licensee and not as a lessee.

## III. PRIVILEGES AND DUTIES OF LICENSEE

- A. Licensee shall do the following:
  - Exercise each privilege and right hereby licensed and perform each duty imposed herein in full compliance with the Sunnyvale Municipal Code and other ordinances of the City; all rules, regulations, and policies of the City, and all applicable laws of the State of California and the United States of America.
  - 2. Enforce all rules and regulations.
  - 3. Establish, operate, manage, and supervise sales of food, beverages and related services at the Golf Course.
  - 4. Present proposals to City for its approval of food and beverage services and related events outside of designated restaurant buildings as shown in Exhibit "A" provided, however, that each additional location and any improvements are to be provided and maintained by Licensee.
  - 5. Maintain for sale, or for use in connection with the services of meals, and at all times, a reasonable stock of food, alcoholic and non-alcoholic beverages, confections, and other articles in amounts sufficient to meet customer demands and which are of industry standard quality and are of such purity and content so as to comply with applicable federal, state, and local food, health and sanitation laws and regulations. City in no way warrants that Licensee shall be able to obtain license(s) to engage in the sale of liquor. The acquisition of such license(s), however, is required within 90 days of September 1, 2015.
  - 6. Police the Restaurant, preserve order, and provide for security, including the exclusion of trespassers and prevention of injury to the Restaurant by customers and others.
  - 7. Keep the Restaurant open to the public between the hours of 6:30 a.m. and sunset on each day the Course is open for play, except during such times when closure is necessary due to construction of structural additions or

- other physical improvements to the Clubhouse. Nothing herein shall preclude Licensee from remaining open additional hours subject to any and all City ordinances, or County or State laws or regulations as related to food and beverage service businesses.
- 8. Restaurant may be closed temporarily during inclement weather that significantly reduces the amount of play on the golf courses. Licensee shall notify the Golf Operations Manager in advance of closing and shall reopen the facilities as soon as weather conditions have improved.
- 9. Retain for a minimum of 40 hours per week in the Restaurant at least one "manager" who is experienced in the operation of restaurants and food and beverage services, authorized to represent and act for Licensee in matters pertaining to the exercise of the privileges and duties hereby licensed. Licensee shall keep City informed in writing of the identity of such person(s) and conduct all general business through the manager(s).
- 10. Employ at its sole cost and responsibility such employees as it deems necessary provided that within ten (10) days following receipt of written notice from City that a particular employee of Licensee is not satisfactory to City for good cause, Licensee shall dismiss that employee forthwith.
- 11. No employee of Licensee shall be deemed to be an employee, agent or representative of City at any time or for any purpose whatsoever.
- 12. Licensee shall require all employees to be neatly dressed and courteous at all times, and to refrain from boisterous or objectionable conduct when at work on City property.
- 13. Furnish, maintain, and operate the Restaurant and provide all other services and facilities offered in connection therewith in a high quality manner, and furnish and maintain a standard of service at least equal to the better class of similar businesses in the City and in adjacent communities during the entire term of this License at prices comparable to those prevailing for similar services and facilities without discrimination. Licensee shall provide prompt, clean, courteous and efficient service.

- 14. Provide full breakfast, lunch, bar and banquet menus and promote sale of banquet and meeting services for the Restaurant.
- 15. Provide prompt, courteous and efficient customer service.
- 16. Provide the Director of Public Works on September 1 of each year with an annual operations and marketing plan including a list of all activities including, but not limited to, food and beverage sales, banquets, facility rentals, special events, promotions and advertising.
- 17. Provide City with reasonable access to and the right to inspect all menus, lists and schedules of prices for services or products provided.
- 18. Covenant and agree to discontinue and remedy all objectionable practices upon demand of City if and when the City raises objections to the conditions of those portions of the Golf Course and buildings occupied by Licensee, the quality of the food, articles sold, or character of the service.
- 19. Meet not less than once per month with the Golf Operations Manager at a regularly scheduled time and date to discuss and review the operation of the Restaurant by Licensee.
- 20. Follow the procedure for handling complaints established by standard operating procedures of City. In this regard, the parties recognize that the Golf Operations Manager of City is designated to represent the Department of Public Works in resolving all such complaints.
- 21. Authorize the Director of Public Works of City or his designee to inspect the premises occupied by Licensee not less than twice per year to determine whether Licensee is complying with the requirements of the License.
- 22. Provide City's recognized Golf Clubs with limited use of space within the Restaurant for club activities at low or no cost. Licensee will be solely responsible for determining frequency, type of use, and cost, and will determine a method of scheduling that will best serve that purpose. Use of Restaurant space by retail customers will take priority over Golf Club use, when insufficient space exists for both user groups.

- 23. Keep all fixtures and equipment within those areas occupied by Licensee clean, neat, safe, sanitary and in good order at all times.
- 24. Store all waste matter, garbage and refuse in a manner satisfactory to City and arrange for the daily disposal thereof at the expense of Licensee.
- 25. Promptly remove and dispose of any waste and/or refuse resulting from food and beverage operations which has been blown by wind or otherwise transported from the areas occupied by Licensee into adjacent areas of the Golf Course properties.
- 26. Comply with all requirements of City, or State Department of Health Services, or measures in health or sanitary regulation adopted by any legal authority, and grant access for inspection purposes to any duly authorized representative of the State Department of Health Services or City.
- 27. Refrain from selling beer, wine and liquor for consumption off the Golf Course premises. Restrict sale of beer, wine and liquor to consumption within Restaurant and Golf Course premises.
- 28. Refrain from selling any food or beverage item supplied in a breakable glass container, for consumption on Golf Course premises, outside the Restaurant.
- 29. Refrain from installing or permitting the installation or use of any vending machine, pinball machine, video game machine, or similar equipment without first having obtained the written consent of the Superintendent of Parks and Golf of City.
- 30. Refrain from attaching, hanging, or otherwise affixing any sign or advertising matter on the exterior of the Clubhouses, or anywhere on the Course properties without first having obtained the written consent of the Superintendent of Parks and Golf of City.
- 31. Refrain from installing any newspaper rack or other object to be placed and maintained outside the Clubhouses, whether attached thereto or free-standing, or anywhere on the Courses, without first having obtained the written consent of the Superintendent of Parks and Golf of City.

- 32. Not permit other businesses, vendors, customers, or any other person or entity to directly provide services or entertainment to customers; or, display or sell goods, wares or merchandise either within the interior or exterior of the Clubhouse, or anywhere on the Course, without first having obtained written consent of the Superintendent of Parks and Golf of City.
- 33. Not conduct any business activity at the Course and Restaurant for any other purpose except sale and service of food and beverages, and related events, or except such activities for which written consent of the Superintendent of Parks and Golf of City has first been given.
- 34. Not make any alterations, changes or additions to the Restaurant or to any fixtures or equipment owned by City without first having obtained written consent of the Superintendent of Parks and Golf of City.
- 35. Provide a sufficient quantity of expendable equipment, including but not limited to tables, chairs, linen, glassware, dishes, cutlery and kitchen utensils.
- 36. On or before September 1, 2015, and every September 1 thereafter, file with City a signed inventory of any furnishings, equipment, fixtures and amenities owned by Licensee and used in operation of the Restaurant.
- 37. Promptly pay all moneys required to be paid to the City, and all expenses incurred in operating the restaurant and other facilities on the Course where food and beverages are sold;
- 38. Obtain and pay for any permit or license required by the Sunnyvale Municipal Code (as it currently provides or may hereafter be amended) or any other ordinance, or law of the State of California or the United States of America;
- 39. Pay any and all taxes, levies, charges, or assessments, including but not limited to personal property taxes, sales and use taxes, assessed against Licensee, or its possessory interest in the property of the Clubhouse occupied by Licensee, or its property, including inventories used in performing its duties and obligations or exercising its privileges under this

- License, for whatever purposes in connection with the operation of the Restaurant; and,
- 40. Keep Restaurant occupied by Licensee free from any liens arising out of the work performed, materials furnished, or obligations incurred by Licensee. Licensee shall have no power to establish or permit the creation of any such lien.
- 41. Furnish and pay all charges for gas, electricity, water, garbage, sewer and grease trap service to the Restaurant.
- 42. Furnish and pay all charges for telephone, internet and cable television or satellite television service to the Restaurant.
- 43. Furnish and pay all costs in connection with janitorial and maintenance services within the Restaurant occupied by Licensee. The janitorial and maintenance services shall include but not be limited to:
  - a) Clean entire areas licensed by the Licensee regularly and as-needed including but not limited to interior furnishings, equipment, fixtures, windows (inside and outside), flooring, ceilings and walls as needed.
  - b) Inspect and maintain facilities regularly during operating hours.
  - c) Check (no less than every 2 hours the facilities are open) and maintain restrooms and related equipment in proper working order.

    Thoroughly clean related equipment, fixtures, and surfaces, and provide adequate stock of paper and soap products.
  - d) Maintain exterior of the facilities and windows including cleaning and painting.
  - e) Replace electric lights/bulbs as necessary.
  - f) Provide and maintain appropriate and high quality floor coverings throughout the Restaurant.
  - g) Keep areas occupied by Licensee in a clean and sanitary condition, reasonably free from garbage, refuse, and waste at all times to the

- satisfaction of City and to a level of quality to that of similar facilities in the community.
- h) Repair and replace anything broken or damaged as a result of any act or neglect by Licensee in all areas of the Clubhouse building.

## IV. **DUTIES OF CITY.**

- A. City shall, in conjunction with Licensee's service, do the following:
  - 1. Publicize the Restaurant in the Library and Community Services
    Department's "Activities Guide" as long as the City publishes and
    distributes it during the length of this agreement; one-half of a full page
    will be provided in each edition.
  - 2. Publicize the Restaurant on the City's web site and provide a link to the Licensee's web site.
  - 3. Approve, by the Director of Public Works or his designee, the annual operations and marketing plan including a list of all activities, including but not limited to, menus, programs, banquets, services, promotions, advertising and special events and their associated fees. All new services, programs and activities instituted after the annual approval of the operations plan shall be submitted in writing to the Director of Public Works for approval.
  - 4. Determine, as established by the Director of Public Works or his designee, when fees may be waived or adjusted excluding promotions and discounts offered temporarily by the Licensee
- B. City shall be responsible for providing and maintaining only the following, within the Restaurant:
  - Restaurant facility, complete with supporting structural members, smoke/fire detection system, fire suppression system, kitchen hood vent system and required gas/electrical/plumbing services, roofs, ceilings and walls.

- 2. Infrastructure of the patio and portions of the perimeters of the buildings, including existing entrances and seating areas and excluding patio surface coverings.
- 3. The existing interior lavatories, with all required plumbing and fixtures.
- 4. The existing air conditioning and heating systems.
- 5. The existing light fixtures.
- 6. Certain miscellaneous furnishings, equipment, fixtures are provided in an "as-is" condition and shall not be maintained by the City. These items currently located in the restaurant include, but are not limited to: ovens, sinks, refrigeration equipment, fryers, beverage dispensers, food preparation counters and dishwasher stations. Licensee may use these items or notify the City in writing of any items they do not want and dispose of them in a mutually agreeable manner. Licensee is solely responsible for all costs associated with use, maintenance, and disposal.
- 7. Within the kitchens and bar areas, roughed in plumbing only.
- 8. Locks and fasteners on doors and windows.
- 9. Graffiti removal on all exterior building surfaces.
- 10. Windows not broken as a result of any act or neglect of Licensee.
- C. City shall provide the existing off-street parking and parking lots, including lighting system at the Course. Licensee shall share the use of these facilities with customers and visitors of the Course. Designated parking for a mobile food truck and the use of existing utility connections.

## V. CAPITAL INVESTMENT

A. Licensee shall make a minimum capital investment of Sixty Thousand Dollars (\$60,000) within two years of the starting date of the License Agreement. Capital investments shall consist of two categories and a minimum of Thirty Thousand Dollars (\$30,000) shall be spent on each one. "Start-up" capital investments shall include but not be limited to: technology (computers, point of sale system, event software, website development, etc.); marketing (pre-paid advertising, signage and

local public relations campaign etc.); transition personnel (corporate payroll for human resources, accounting, operations, culinary etc.); liquor license and equipment (office, kitchen, banquet, tables, chairs etc.). All items that are equipment used in the operation of the restaurant shall be inventoried as set forth in section III.A.36 of this agreement and remain the property of the Licensee. "Infrastructure" capital investments are defined as modifications or enhancements of the existing, permanent infrastructure that shall become the property of the City upon installation. Capital investments shall include but not be limited to renovation of restaurant interior and exterior and renovation of restaurant patio. All of these improvements become the property of the City upon installation.

- 1. Licensee shall prepare plans and specifications in consultation with City.
- 2. Licensee shall receive approval of all plans and specifications by the Director of Public Works and/or his designee(s) prior to filing of final plans and specifications. City shall be provided with two complete sets of final plans and specifications before construction begins and two complete sets of "as-built" plans and specifications at the completion of construction.
- 3. Prior to construction, Licensee shall have obtained all necessary permits authorizing construction of the Project from City and other public agencies having jurisdiction over the Project, in compliance with all applicable laws, regulations, codes and the permitting process.
- 4. Licensee shall provide City with written financial documentation showing related costs, upon the completion of all infrastructure capital investments.
- B. Additional remodel of the Clubhouse or Restaurant, construction of additions to the Clubhouse or Restaurant, and/or remodel or construction of concession building may be proposed at any time by the Licensee, or the City. City shall review all such projects and their associated costs on a case-by-case basis, and Licensee shall not undertake any such project without the prior express written consent of the City.

- C. City shall not award a contract for construction of remodel and/or additions or authorize construction thereof within the Licensee areas of use unless Licensee shall have been given a reasonable opportunity to review the associated plans and specifications.
- D. Capital investments are at the sole expense of the Licensee and City shall not be required to reimburse Licensee for any expenses incurred, regardless of whether or not the License is terminated by mutual agreement of the parties or by City's sole option.

## VI. PAYMENTS TO CITY, RECORDS, AND ACCOUNTS

- A. Licensee, in consideration of the privileges and rights allowed by this License, shall pay to the City the following sums:
  - There is no license fee for the first six months of the agreement including September, 2015 through February, 2016. This reduction shall have no impact on the calculation of future year payments.
  - 2. An amount equal to eight thousand dollars (\$8,000) in the first license year, eighteen thousand dollars (\$18,000) in the second year and increasing by two thousand dollars (\$2,000) each subsequent license year, per the table shown below.
  - 3. For each month of each license year, Licensee shall submit a payment to City for one-twelfth (1/12) of the amount due for that year, which shall be due and payable on the 1st of each month. The first payment shall be made on March 1, 2016, and additional payments shall be made on the 1<sup>st</sup> day of each subsequent month for the term of the agreement. The annual amount due will increase by two thousand dollars (\$2,000) on September 1 of each year. The first increase will commence on September 1, 2016.
- B. All payments due to the city that are late or not submitted on the first day of each month shall incur a 10% penalty fee that will be due with the payment.

Year of Agreement	Amount of annual and monthly fee	
1 (commencing September 1, 2015)	\$8,000.00 (No fee for six months, \$1,333.33	
	monthly for six months)	
2 (commencing September 1, 2016)	\$18,000.00 (\$1,500.00 monthly)	
3 (commencing September 1, 2017)	\$20,000.00 (\$1,666.66 monthly)	
4 (commencing September 1, 2018)	\$22,000.00 (\$1,833.33 monthly)	
5 (commencing September 1, 2019)	\$24,000.00 (\$2,000.00 monthly)	
6 (commencing September 1, 2020)	\$26,000.00 (\$2,166.66 monthly)	
7 (commencing September 1, 2021)	\$28,000.00 (\$2,333.33 monthly)	
8 (commencing September 1, 2022)	\$30,000.00 (\$2,500.00 monthly)	
9 (commencing September 1, 2023)	\$32,000.00 (\$2,666.66 monthly)	
10 (commencing September 1, 2024)	\$34,000.00 (\$2,833.33 monthly)	

## VII. COMPENSATION OF LICENSEE

Licensee shall be entitled to keep and retain fees and revenues collected from all operations of the Restaurant less all operating and other expenses for which Licensee is made responsible pursuant to this agreement, and those amounts described in SECTION VI, above.

## VIII. INDEMNIFICATION, INSURANCE

A. Licensee shall indemnify and hold harmless the City of Sunnyvale, its officers, employees and agents, from and against any and all claims, demands, orders, decrees or judgments for injury or death or damage to person or property, loss, damage and liability (including all costs and attorneys' fees incurred in defending any claim, demand or cause of action), occasioned by, arising out of, or resulting from any act or omission on the part of Licensee, or its agents or employees, from the performance of any services required to be performed by Licensee or arising from the use of the Restaurant, or its agents, employees, or arising out of the operation or maintenance of dangerous or defective condition of the Restaurant, or any other structure, facility or thing erected or placed in the Restaurant and under the control or supervision of the Licensee.

B. Licensee shall procure and maintain for the duration of the contract general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's activities or because of this License subject to the following minimum scope and limits:

Minimum Scope and Limits of Insurance Licensee shall maintain limits no less than:

- 1. <u>Commercial General Liability</u>: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
- 2. <u>Automobile Liability</u>: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
- 3. <u>Workers' Compensation: Statutory Limits</u> and <u>Employer's Liability</u>: \$1,000,000 per accident for bodily injury or disease.

## Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. The licensee shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

#### Other Insurance Provisions

The **general liability** policy shall be endorsed to contain, the following provisions:

- 1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insured with respects to liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; or automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
- 2. For any claims related to this project, the Licensee's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

- 4. The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

## **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

## Verification of Coverage

Licensee shall furnish the City with original Certificates of Insurance, naming the City as additional insured, and endorsements affecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. City shall be provided with updated Certificates prior to any expiration date of coverage.

- C. Licensee shall fill out and forward to the City an accident report for any injury that takes place in and around the Restaurant within twenty-four (24) hours.
- D. Licensee, before exercising any of the privileges and rights hereby licensed, and at its own costs and expense, shall deposit and maintain with City a minimum of Ten Thousand Dollars (\$10,000.00), in cash or bond, to guarantee full and faithful performance of all the duties, obligations, covenants and agreements contained in this License to be performed by Licensee or any employee of Licensee, including, but not limited to, payment of all fees, or any other monies required to be paid to City at the times and in the manner specified in this License. City may make withdrawals from this guarantee fund to cover the cost of failure to fully and faithfully perform as stated above, or to reimburse City whatever fees, or any other monies required to be paid to City which are not so paid. Licensee shall deposit additional monies to replenish the guarantee fund upon being billed by City for withdrawals from the fund. Any balance remaining shall be returned to Licensee upon the termination of this License provided that Licensee or any employee of Licensee is not in default in the payment of any fees, portion of gross revenue or any other monies required to be paid to City, or in the performance of any duty,

obligation, covenant or agreement contained herein. This requirement will be terminated and the bond released to the Licensee upon completion of their capital investment for infrastructure of Thirty thousand dollars (\$30,000.00) required by the third year of this agreement. Licensee shall have the sole responsibility of insuring (if it so desires and at its own cost and expense) any furnishings, fixtures, equipment, merchandise and supplies which it is required to provide under the terms of this License against loss or damage from fire, theft or any other cause.

## IX. TERMINATION, REMOVAL, DEFAULT, BANKRUPTCY

- A. Upon expiration of the term of this License, or upon the sooner termination of such term from whatever cause, Licensee:
  - May remove any and all furnishings, equipment, merchandise and supplies
    purchased by Licensee and noted in their annual inventory list provided in
    writing to the City; provided, however, that:
    - a) Licensee is not then in default in the payment of any fees, portion of gross revenue or any other monies required to be paid to City, or in the performance of any duty, obligation, covenant or agreement contained herein;
    - b) Licensee shall leave the Restaurant in good order, condition and state of repair, reasonable wear and tear and damage by the elements excepted, together with any alterations, changes, additions or improvements thereto; and,
    - c) Licensee shall be responsible for any damage to the Restaurant occasioned by the removal of any furnishings, or equipment; and for such damage, if any, City shall have lien on said items of personal property until such damages be paid. The City lien is additional security for performance of the License obligations and supercedes any other creditor lien.
  - 2. Shall peaceably and quietly leave, surrender and yield up to City the Restaurant.

3. If Licensee is entitled to remove any item of personal property described in Section 1, and such item is not so removed within thirty (30) days of termination of the agreement, then such property shall be deemed abandoned by Licensee and absolute title thereto shall immediately vest in City and may be disposed of by City as it sees fit.

## B. City reserves the right to terminate this License:

- 1. If at any time Licensee is in default in the payment of any fees, or any other monies required to be paid to City, or in the performance of any duty, obligation, covenant or agreement contained herein (time expressly declared to be of the essence), upon fifteen (15) days written notice to Licensee and Licensee fails to correct such default within said fifteen (15) day period; provided, however, that:
  - a) Licensee shall not be entitled to and expressly waives any other form of demand or notice (written or oral);
  - b) City shall have the full right, at its election, to enter the Restaurant and take immediate and sole possession thereof;
  - c) City shall have the right to bring suit for and collect all fees and any other monies required to be paid to City and which shall have accrued up to the time of entry described above;
  - d) Upon such termination, this License and all rights and privileges herein licensed shall become void to all intents and purposes whatsoever; or,
- 2. If Licensee fails to keep in full force and effect at any time the policies of insurance or faithful performance deposit required above upon five (5) days written notice to Licensee and Licensee fails to correct such default within said five (5) day period.
- C. This License and all rights and privileges herein licensed shall immediately (and without any demand or notice written or oral) cease, determine, come to an end, and become void, and the City immediately may enter the Restaurant and take immediate and sole possession thereof, without prejudice to the right of City to

recover from License all unpaid fees or any other monies required to be paid to City and which shall have accrued up to the time of the entry described above, if:

- 1. Licensee at any time during the term of this License become insolvent, or if proceedings in bankruptcy shall be instituted by or against Licensee, or if Licensee shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Licensee shall be appointed in any suit or proceeding brought by or against Licensee, or if Licensee shall make an assignment for the benefit of creditors, or if any action is taken against or suffered by Licensee under any insolvency or bankruptcy act.
- D. In the event of termination of the License, because of the default of Licensee upon any of the grounds set forth above or in the event of the automatic termination of this License, City reserves the right to remove any personal property belonging to Licensee from the Restaurant and to store such personal property at the sole cost and expense of Licensee, and City shall have a lien on such personal property for and until all and any storage charges are paid.
- E. Upon mutual written agreement of the parties, the License may be terminated without cause prior to the end of the agreement term.

## X. PROHIBITIONS

- A. Licensee shall not do any of the following acts, except as herein otherwise provided:
  - 1. Assign or transfer this License or any of the rights or privileges herein licensed, or any part thereof. The License is personal to Licensee and any attempt to transfer or assign this License shall terminate it.
  - 2. This License cannot be assigned involuntarily or by operation or process of law.
  - 3. Make any alterations, changes, or additions to the Restaurant occupied by Licensee, or to any fixtures or equipment owned by City without first having obtained written consent of City thereto, provided that any

alterations, changes or additions consented to shall be at the sole cost of Licensee and shall become the property of City upon termination of this License, for whatever cause.

- 4. Let, sublet, sublicense or assign any or all portions of the Restaurant occupied by Licensee.
- 5. Commit, permit or allow any nuisance or waste in, or injury to, any of the portions of the Restaurant, or to permit the use of any of such portions of the Restaurant for any illegal purpose.
- 6. Bind or attempt to bind City to any contracts or obligations of any nature.

## XI. NOTICES

A. Any action, notice, or request required to be taken, given or made by City hereunder may be taken, given, or made by the City Manager of City or such other person or persons as s/he may authorize for the purpose. All notices, requests, or other papers required to be given or delivered to Licensee shall be deemed to be duly and properly given or made if mailed to Licensee, postage prepaid, addressed to:

Kris Zankich, Owner Golf Rush Eatery Inc. 1664 Hyde Court Los Gatos, CA 95032

Or, personally delivered to Licensee at such address, or at such other address as Licensee may designate in writing to City. All notices, requests, or other papers required to be given or delivered to City shall be deemed to be duly and properly given or made if mailed to City, postage prepaid, addressed to:

Director of Public Works
City of Sunnyvale
Post Office Box Number 3707
Sunnyvale, California 94088-3707

Or, personally delivered to Director of Public Works at City Hall, 456 West Olive Avenue, Sunnyvale, California, or at such other address as City may designate in writing to Licensee.

C. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone, e-mail or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of an e-mail or facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

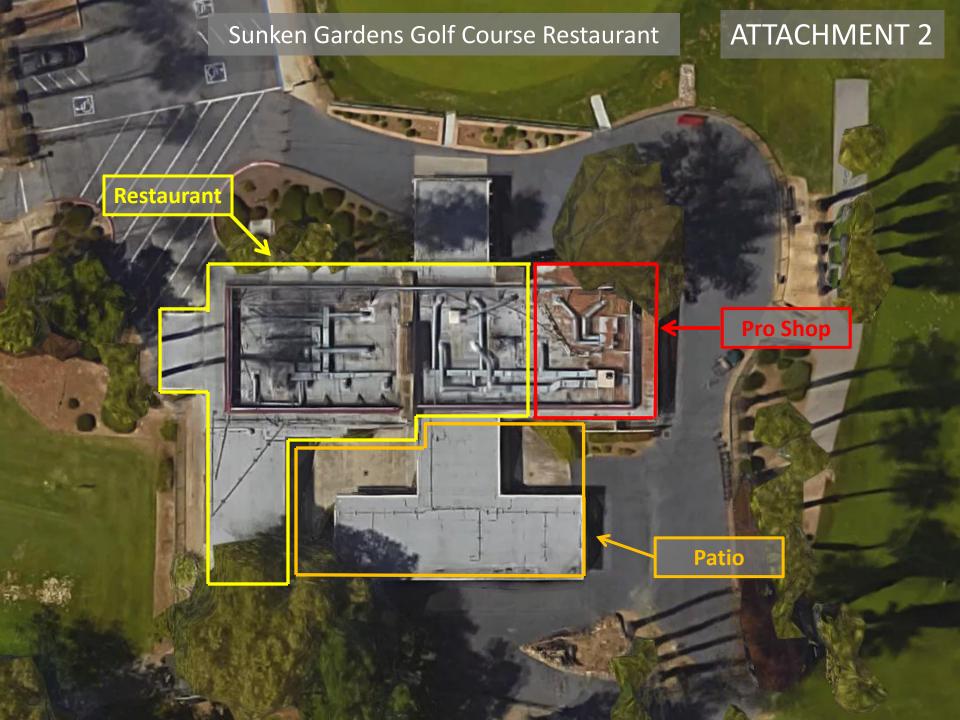
## XII. NATURE OF LICENSE; MODIFICATIONS

- A. This License does not constitute a contract of employment and the relation of master and servant, employer and employee, does not and shall not exist between City and Licensee, or any of its employees. Licensee is, and at all times shall be, deemed to be an independent contractor.
- B. This License does not constitute a deed or grant of any easement by the City of Sunnyvale and does not constitute a lease or convey any rights associated with a leasehold interest.
- C. No assurances or inducements of any kind, not specifically set forth in the License, have been made to Licensee by anyone authorized by City to cause Licensee to execute these presents.
- D. Failure of City to insist upon a strict performance of any of the duties, obligations, conditions, covenants or agreements contained in this License shall not be deemed a waiver of any subsequent breach or default in the duties, obligations, conditions, covenants or agreements herein contained.
- E. Rights of City or Licensee hereunder shall be cumulative and not alternative and shall be in addition to any and all rights which City shall have as a matter of law.
- F. No agent, officer or employee of City has any authority to vary or extend the term of this License or any duty, obligation, covenant or agreement contained herein, or

- to make any statements or representations concerning this License, or the rights and privileges set forth herein, except such as are set forth in any written addendum to this License which has been approved by the Council.
- G. This License shall not become effective until receipt by the City of Sunnyvale of an original copy of this License with properly signed endorsement accepting the License subject to the conditions, duties, obligations, covenants or agreements contained herein. This License may be executed in duplicate counterparts.
- H. The City of Sunnyvale does not warrant or represent that the Restaurant, Clubhouse, golf course or other public places to which this License relates are safe, healthful or suitable for the purpose for which they are permitted to be used under this License.
- I. Licensee warrants that the undersigned is authorized by the corporation to execute this Agreement and bind the corporation and shall provide City proof upon request including, but not limited to, Articles of Incorporation or a corporate resolution.
- J. The language of this License shall be construed according to its fair meaning and not strictly for or against the City or Licensee.
- K. This License shall be enforced and interpreted under the laws of the State of California and the venue of any action brought under this License shall be in Santa Clara County.
- L. The provisions of this License shall contain the entire agreement between the parties hereto and said License shall not be modified except by a written amendment fully executed by both parties.
- M. If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of the License and all such other provisions shall remain in full force and effect.

Licensee accepts the License set forth above and covenants and agrees (1) to be bound by and to comply with and perform each duty, obligation, covenant or agreement contained in the

License in the manner and at the times set forth	n therein; and (2) to pay all fees at the times set
forth herein, respectively, this	day of August, 2015.
IN WITNESS WHEREOF, the parties ha	ve executed this Agreement.
ATTEST:	CITY OF SUNNYVALE ("CITY")
	By
City Clerk	City Manager
APPROVED AS TO FORM:	LICENSEE
	Gold Rush Eatery Inc.
	By
City Attorney	Kris Zankich, Owner





# City of Sunnyvale

## Agenda Item

**15-0747 Agenda Date:** 8/11/2015

## REPORT TO COUNCIL

## **SUBJECT**

Consider Actions Related to the Initiative Ordinance Petition to Require Voter Approval for Any Sale, Lease, Lease Extension, Lease Renewal, Land Swap, or Transfer of Property Owned, Leased, or Used by the City as a Public Park or Community Service Amenity ("Public Lands for Public Use Act" Initiative)

## REPORT IN BRIEF

On June 15, 2015, an initiative petition to require voter approval prior to the sale or lease of certain public land was filed with the Office of the City Clerk. The City Clerk conducted a screening review and determined there were a sufficient number of signatures to proceed, and delivered the petition to the Santa Clara County Registrar of Voters (ROV) for verification of signatures. On July 27, 2015, the City received a Certificate of Sufficiency from the ROV indicating the petition contained a sufficient number of valid signatures for submission to the voters at the City's next regular election, which is scheduled for November 8, 2016. The following actions are currently before Council:

- A. Receive the Certificate of Sufficiency dated July 27, 2015, indicating that the initiative ordinance petition has sufficient valid signatures to be submitted to the voters at the next regular municipal election.
- B. After consideration of the "Report on Impacts of the 'Public Lands for Public Use Act' Initiative prepared under Elections Code Section 9212", the City Council must do one of the following:
  - 1. Adopt the Public Lands for Public Use Act Initiative Ordinance in its entirety, or
  - 2. Order that the Initiative be submitted to the voters at the next municipal general election to be held on November 8, 2016.

#### **BACKGROUND**

On December 2, 2014, proponents of an initiative entitled "Public Lands for Public Use Act" filed a Notice of Intent to circulate a petition to modify the City's municipal code by requiring prior voter approval for any sale, lease, lease extension, lease renewal, land swap, or transfer of property owned, leased, or used by the City as a public park or community service amenity. A copy of the Notice of Intent and Proposed Initiative Ordinance is included as Attachment 1.

The initiative process is governed by State law, which provides that the petition must be signed by at least 15 percent of the registered voters to qualify for a special election (Election Code Sec. 9214), or at least 10 percent to be placed on the ballot at the City's next regular election (Election Code Sec. 9215). At the time the Notice of Intent was filed, the voter registration report on file with the Secretary of State reported 55,309 registered voters within Sunnyvale. Therefore, the proponents needed 8,296 signatures to qualify for a special election, or 5,531 to qualify for the next general election.

**15-0747 Agenda Date**: 8/11/2015

## **ENVIRONMENTAL REVIEW**

Environmental review of initiatives is not required under the California Environmental Quality Act (CEQA) before putting a voter-initiated measure on the ballot. Likewise, a city council's decision to adopt a proposal with sufficient signatures rather than submitting it to the voters is not subject to CEQA.

## **DISCUSSION**

On June 15, 2015, the proponents submitted signatures on 193 petition sections, and the Office of the City Clerk conducted a prima facie review and determined there were 7,335 signatures, enough to meet the 10 percent threshold, and then transmitted the petition to the ROV for verification of the signatures. The ROV reported on July 27, 2015 that upon verifying **6,315** signatures out of the 7,335 total, the petition had qualified with 5,533 valid signatures. (Attachment 2)

Upon receipt from the ROV, the City Clerk has a duty to bring the Certificate of Sufficiency to the City Council at its next regularly scheduled meeting. The City Council must make a determination of how to proceed at the meeting when Certificate is presented, or within 10 days of the meeting. Elections Code Section 9215 provides that if the initiative petition is signed by not less than 10 percent of the voters, the Council must take one of the following actions:

- (a) Adopt the ordinance, without alteration, at the regular meeting at which the certification of the petition is presented, or within 10 days after it is presented;
- (b) Submit the ordinance, without alteration, to the voters pursuant to subdivision (b) of Section 1405 [at the jurisdiction's next regular election];
- (c) Order a report pursuant to Section 9212 at the regular meeting at which the certification of the petition is presented. When the report is presented to the legislative body, the legislative body shall either adopt the ordinance within 10 days or order an election pursuant to subdivision (b).

## Section 9212 Report

California Elections Code Section 9215 provides that a city council can request a report pursuant to Elections Code Section 9212 analyzing the impacts of any proposed initiative. The purpose of the report is to aid the city council in its consideration of whether to adopt the initiative or submit it to the voters. In the interest of time, a city council may request a Section 9212 report any time during circulation of a petition. Accordingly, on April 21, 2015, Council considered RTC 15-0362 (Attachment 3), and requested that a Section 9212 report be prepared on the impacts of the proposed initiative ordinance, to be provided to Council at the time the Certificate of Sufficiency was presented. The report is included as Attachment 4.

Please note the Elections Code allows Council to request the report during the circulation of the petition or when the Certification is presented; in either case, the report must be submitted no later than 30 days after the Certification is presented, which in this instance would be September 10, 2015. Council is required to act within 10 days of receiving the report, which, if Council accepts the report tonight (August 11, 2105), would be August 21, 2015. If Council wanted additional information beyond that which is included in the attached report, it could choose not to accept the report tonight, direct staff to prepare additional analysis, and direct that the report be brought back for further consideration, so long as that occurs by September 10, 2015.

## **FISCAL IMPACT**

**15-0747 Agenda Date**: 8/11/2015

The cost already incurred with the County of Santa Clara for the signature verification is \$3,085. Cost impacts from adopting the ordinance without going to election are included in the Section 9212 Report. The estimated cost for the initiative to be included as a ballot measure on Sunnyvale's next general election is \$78,000.

## **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. Accept the Certificate of Sufficiency issued by the County of Santa Clara Registrar of Voters regarding the Public Lands for Public Use Initiative.
- 2. Accept the report prepared under Section 9212 of the Elections Code.
- 3. Do either one of the following:
- a) Adopt the proposed initiative ordinance as submitted, or
- b) Submit the initiative ordinance, without alteration, to the voters during the next general municipal election to be held on November 8, 2016, and direct staff to bring the necessary actions back at the appropriate time to order an election.
- 4. Accept the Certificate of Sufficiency but defer action for further information consistent with Elections Code timing requirements.

## STAFF RECOMMENDATION

Alternatives 1, 2 and 3: 1) Accept the Certificate of Sufficiency issued by the County of Santa Clara Registrar of Voters regarding the Public Lands for Public Use Initiative; 2) Accept the report prepared under Section 9212 of the Elections Code, and 3) Do either one of the following: a) Adopt the proposed initiative ordinance as submitted, or b) Submit the initiative ordinance, without alteration, to the voters during the next general municipal election to be held on November 8, 2016, and direct staff to bring the necessary actions back at the appropriate time to order an election.

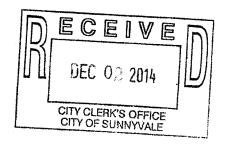
Prepared by: Kathleen Franco Simmons, City Clerk

Reviewed by: Joan A. Borger, City Attorney Reviewed by: Grace K. Leung, Finance Director Reviewed by: Kent Steffens, Assistant City Manager Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

- 1. Notice of Intent and Proposed Initiative Ordinance
- 2. Certification of Results of Examination of Initiative Petition
- 3. RTC 15-0362 Consideration of Potential Elections Code Section 9212 Report from City Agencies on the Effect of the Proposed Initiative Ordinance to Amend the City of Sunnyvale's Municipal Code to Require Voter Approval for any Sale, Lease, Lease Extension, Lease Renewal, Land Swap, or Transfer of Property Owned, Leased, or Used by the City as a Public Park or Community Service Amenity

15-0747	<b>Agenda Date:</b> 8/11/2015
4. Elections Code Section 9212 Report ordered April 21, 2015	
Page 4 of 4	



Save Sunnyvale Parks & Schools, Inc.

1030 E. El Camino Real, #436 Sunnyvale, CA 94087 United States

Tel: +1 408 444 7357 www.savesunnyvaleparks.com

December 01, 2014

Kathleen Franco Simmons City Clerk City of Sunnyvale P.O. Box 3707 Sunnyvale, CA 94088

#### Notice of Intent to Circulate Petition

Ms. Franco Simmons,

Pursuant to Section 9202(a) of the California Elections Code, notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Sunnyvale for the purpose of obtaining a vote of the Sunnyvale electorate on the proposed measure attached to this notice.

The proponents of this petition request that the ordinance be submitted immediately to a vote of the people at a special election.

A statement of the reasons of the proposed action as contemplated in the petition is as follows:

This petition proposes changes to the Sunnyvale Municipal Code to ensure that the public land the City of Sunnyvale holds in trust for all its residents continues to serve the interests of Sunnyvale residents.

Sunnyvale residents benefit from the public libraries, community swimming pools, community centers, public parks, public golf courses, and numerous other community service amenities that are placed on land the City of Sunnyvale owns for the benefit of its residents. These public parks and community service amenities help children, adults, and families alike to socialize, exercise, and learn as a community.

As Sunnyvale's population grows, the demand for public parks and community service amenities will grow with it. There is a critical and increasing need for more, not less, places for residents to conduct city and community business, enjoy open spaces, study, improve their health, play with their grandchildren, watch or participate in sports, hold neighborhood meetings, walk dogs, or meet with friends.

Sunnyvale residents have a vested interest in the outcome of any decision that limits their ability to use these public parks and community service amenities. Therefore, there is a need for the Sunnyvale residents to carefully review and specifically approve significant decisions involving the disposition or use of such community service amenities and public parks. Acquiring new land for public use has become increasingly difficult and expensive. Once public land is lost, it is almost impossible to replace. Furthermore, the City Council and the Sunnyvale residents' views involving the disposition of public lands do not always align.

The clarifications and revisions to the Sunnyvale Municipal Code contained in this proposed measure will ensure that Sunnyvale public lands are not used to facilitate private development or provide a source of funding for capital improvements through any sale, lease, trade, land-swap, or other transfer of community service amenities or public parks without very carefully considered community discussion and voter approval.

In accordance with Section 9202(b) of the California Elections Code and the City of Sunnyvale's Fee Schedule, a payment of \$200.00 has been attached to this statement.

Timothy Dierich
1061 Firth Ct.
Sunnyvale, CA 94087

Wendy Hales
1473 Norman Dr.
Sunnyvale, CA 94087

Dec. 1, 2014

Demetrios Triantafyllou
1490 Navarro Dr.

Sunnyvale, CA 94087

#### THE PEOPLE OF THE CITY OF SUNNYVALE DO ORDAIN AS FOLLOWS:

#### **SECTION 1. TITLE**

This initiative measure shall be known and cited as the "Public Lands for Public Use Act."

#### SECTION 2. REQUEST FOR IMMEDIATE VOTE

Proponents request that the ordinance be submitted immediately to a vote of the people at a special election.

### SECTION 3. SUNNYVALE MUNICIPAL CODE §§ 2.07.030, 2.07.040. AMENDED.

The Municipal Code of the City of Sunnyvale §§ 2.07.030 and 2.07.040 are hereby amended to read as follows:

### 2.07.030. Awarding authority for purchases, sales or leases of real property.

- (a) The city council shall be the awarding authority for all purchases, sales or leases of real property for the city where the purchase or sales price or total lease cost exceeds seventy-five thousand dollars.
- (b) The city manager shall be the awarding authority for all purchases, sales or leases of real property for the city where the purchase or sales price or total lease cost is seventy-five thousand dollars or less, or where the lease results in revenue to the city and is for a period less than or equal to fifty-five years.
- (c) Notwithstanding the foregoing in subsections (a) and (b), any land, that on the effective date of this subsection (c) or at any later time is owned, leased, or used by the city as a public park or a community service amenity, as defined in subsection (d), land otherwise transferred to the city to be used as a public park or a community service amenity, or the rights to use such land may not be the subject of a sale, lease, lease extension, lease renewal, land swap, or transfer unless the issue of the sale, lease, lease extension, lease extension, lease renewal, land swap, or transfer is submitted to the qualified voters of the city at an election and is approved by a majority of the votes received at the election.
- (d) For purposes of subsection (c), the following terms shall have the meanings set forth below.
  - (1) "Community service amenity" means libraries, swimming pools, community centers, performing arts venues, gardens, golf courses, zoos, city hall, city administration buildings, and other similar facilities and the land on which the facilities stand, whose primary

- purpose is to provide the public a place of city government administration, recreation, education, exercise, or enjoyment.
- (2) "Public park" means land set apart for the recreation of the public, to promote its health and enjoyment, to maintain open space in the city and also includes city-owned public land which may be shared by agreement with adjacent public schools to augment the public school's outdoors recreation area.

### 2.07.040. Long-term lease of city property.

- (a) The city council may enter into a lease of city property that is not a public park or a community service amenity, as defined in Section 2.07.030, subsection (d), for a term in excess of fifty-five years pursuant to the procedures set forth in this section. This section is enacted pursuant to California Government Code Section 37380 for the purpose of establishing alternate procedures thereto and exempting the city from the provisions of subsections (b)(2), (b)(3) and (b)(4) thereof. Except with respect to leases in excess of fifty-five years, the provisions of this section shall not be deemed in any way to restrict the city's authority to enter into other forms of leases so long as the underlying land is not a public park or a community service amenity, as defined in Section 2.07.030, subsection (d).
- (b) A lease in excess of fifty-five years of property owned, held or controlled by the city that is not a public park or a community service amenity, as defined in Section 2.07.030, subsection (d), may be authorized by the city council in accordance with the following procedures:
  - (1) Any lease entered into pursuant to this section shall be authorized by resolution of the city council.
  - (2) Prior to adopting a resolution authorizing a lease, the city council shall hold a public hearing. Notice of the time and place of the hearing shall be published once not less than fourteen (14) calendar days prior to the public hearing, in the official newspaper of the city.
  - (3) The city shall not be required to engage in a competitive bid process for the award of such lease; provided, that at the time of adopting the resolution authorizing the lease the city council makes a determination that entering the lease without engaging in a competitive bid process is in the best interests of the city and its residents.
  - (4) Any such lease shall be subject to periodic review by the city and shall take into consideration the then market conditions. Pursuant to California Government Code Section 37380(b)(1), the city council hereby establishes that the lease provisions which will

periodically be reviewed, at a minimum, shall be those provisions specifying the rent to be paid pursuant to the lease, and such other provisions as may be indicated by the city council at the time of authorizing the lease. The periodic reviews shall occur in accordance with a schedule to be contained in the lease. The periodic review may be in the form of either an express review of the terms by the city council or its designee, or in the form of a procedure contained in the lease for automatic adjustments of the terms in response to market conditions. It is the intent of this provision that inclusion of inflationary adjustments, cost of living adjustments, reappraisals or other similar forms of automatic adjustments shall satisfy the requirements of California Government Code Section 37380(b)(1), without the necessity of a discretionary review by a city officer. (Ord. 2628-99 § 2).

(c) A lease in excess of fifty-five years of property that as of the effective date of this subsection (c) or at any later date is owned, held or controlled by the city and is a public park or a community service amenity, as defined in Section 2.07.030, subsection (d), must first be submitted to the qualified voters of the City of Sunnyvale at an election and approved by a majority of the votes received at the election pursuant to Section 2.07.030, subsection (c). Any such lease that is so approved may be authorized by the city council in accordance with the procedures set forth in subsection (b).

#### **SECTION 4. PRIORITY.**

Once this measure becomes effective, its provisions shall prevail over and supersede all provisions of the municipal code, ordinances, resolutions, and administrative policies of the City of Sunnyvale which conflict with any provisions of this measure.

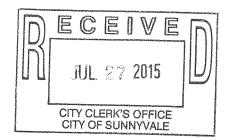
#### **SECTION 5. SEVERABILITY.**

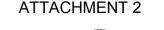
In the event a final judgment of a court of competent jurisdiction determines that any section, subsection, sentence, clause, or phrase of this initiative measure is invalid or unenforceable for any reason, the invalid or unenforceable section, subsection, sentence, clause, or phrase shall be severed from the remainder of this measure, and the remaining portions of this measure shall remain in full force an effect without the invalid or unenforceable section, subsection, sentence, clause, or phrase.

# **County of Santa Clara**

#### Registrar of Voters

1555 Berger Drive, Bldg. 2 San Jose, CA 95112 Mailing Address: P.O. Box 611360, San Jose, CA 95161-1360 1(408) 299-VOTE (8683) 1(866) 430-VOTE (8683) FAX: 1(408) 998-7314 www.sccvote.org







July 23, 2015

Ms. Kathleen Franco Simmons City Clerk, City of Sunnyvale PO Box 3707 Sunnyvale, CA 94088-3707

RE: Initiative Ordinance Amending the City of Sunnyvale's Municipal Code to Require Voter Approval for any Sale, Lease, Lease Extension, Lease Renewal, Land Swap, or Transfer of Property Owned, Leased, or Used by the City as a Public Park or Community Service Amenity

Dear Ms. Franco Simmons:

The initiative petition submitted to our office on June 15, 2015 contained 7,411 signatures. Based on the registered voters in the City of Sunnyvale as of the October 22, 2014 report of registration to the Secretary of State the petition needs 5,531 of valid signatures to pass.

Your jurisdiction requested that the Registrar of Voters examine and verify each signature filed until the required number of valid signatures is reached. The Registrar of Voters verified 6,315 of the signatures filed in accordance with Elections Code Section 9114, within 30 days from the date of filing of the petition, excluding Saturdays, Sundays, and holidays, and from the records of registration ascertain whether or not the petition is signed by the requisite number of voters.

The verification results of 100% of the signatures submitted found 5,533 signatures were valid. Your jurisdiction required 5,531, therefore the petition is sufficient.

If you have any questions concerning this matter, please feel free to contact me at (408) 282-3051.

Sincerely

Maggy Smith

Election Division Coordinator Voter Registration Division County of Santa Clara

ms:local jur ltr reg 100 JobD23

#### **CLERK'S CERTIFICATE TO INITIATIVE PETITION**



I, SHANNON BUSHEY, Registrar of Voters of the **County of Santa Clara**, State of California, hereby certify:

That the "Initiative Ordinance Amending the City of Sunnyvale's Municipal Code to Require Voter Approval for any Sale, Lease, Lease Extension, Lease Renewal, Land Swap, or Transfer of Property Owned, Leased, or Used by the City as a Public Park or Community Service Amenity" has been filed with this office on June 15, 2015.

That said petition consists of 193 sections;

That each section contains signatures purporting to be the signatures of qualified electors of this county;

That attached to this petition at the time it was filed was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purportive dates of such of signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

1.	Num	ber of unverified signatures filed by proponent (raw o	count) <u>7,411</u>
2.	Num	ber of signatures verified	<u>6,315</u>
	a.	Number of signatures found SUFFICIENT	<u>5,533</u>
	b.	Number of signatures found NOT SUFFICIENT	<u>782</u>
		NOT SUFFICIENT because DUPLICATE	<u> 265</u>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23<sup>rd</sup> day of July, 2015.

Shannon Bushey Registrar of Voters

(SEAL)



# Petition Result Breakdown

JobD23 City of SU Public Land for Public Use Act JobD23 City of Sunnyvale Public Land for Public Use Act

Signatures Required	5531		
Raw Count	7,411		
Sample Size	7,411	Percent of	Percent of
Sigs Checked	6,315	Sigs Checked	Sample Size
Sigs Not Checked	1,096		14.8 %
Sigs Valid	5,533	87.6 %	74.7 %
Sigs Invalid	782	12.4 %	10.6 %
Duplicated	265	4.0 %	3.6 %
Non-duplicate Invalids	517	8.0 %	7.0 %

RESULT ABBR	RESULT DESCRIPTION			
 Approved	Approved	5,533	87.6 %	
NotReg	Not Registered	342	5.4 %	
OutOfDist	Out of District	26	0.4 %	
Duplicate	Signed more than once	265	4.2 %	
RegLate	Registered Late	1	0.0 %	
RegDiffAdd	Registered at a Different Address	94	1.5 %	
CantIdntfy	Cannot Identify	20	0.3 %	
NoResAdd	No Residence Address Given	20	0.3 %	
NoSig	No Signature	3	0.0 %	
PrintedSig	Printed Signature	1	0.0 %	
SigNoMatch	Signatures Don't Match	10	0.2 %	



# City of Sunnyvale

# Agenda Item

**15-0362** Agenda Date: 4/21/2015

#### REPORT TO COUNCIL

#### **SUBJECT**

Consideration of Potential Elections Code Section 9212 Report from City Agencies on the Effect of the Proposed Initiative Ordinance to Amend the City of Sunnyvale's Municipal Code to Require Voter Approval for any Sale, Lease, Lease Extension, Lease Renewal, Land Swap, or Transfer of Property Owned, Leased, or Used by the City as a Public Park or Community Service Amenity

#### **BACKGROUND**

On December 2, 2014, proponents of an initiative entitled "Public Lands for Public Use Act" filed a Notice of Intent to Circulate Petition and a Request for Ballot Initiative Title and Summary with the City Clerk. The City Attorney prepared the ballot title and summary for inclusion in the petition form pursuant to Elections Code Section 9203, and the City Clerk furnished a copy to the proponents on December 17, 2014. A copy of both the ballot title and summary prepared by the City Attorney, as well as the full text of the proposed measure is attached for the Council's consideration (Attachment 1). The ballot title is as follows:

"An Initiative Ordinance Amending the City of Sunnyvale's Municipal Code to Require Voter Approval for any Sale, Lease, Lease Extension, Lease Renewal, Land Swap, or Transfer of Property Owned, Leased, or Used by the City as a Public Park or Community Service Amenity."

Circulation of the petition for signatures has commenced. Pursuant to Elections Code Section 9208, the proponents have 180 days from the date of receipt of the title and summary to secure signatures and file the petition with the City Clerk. If the proponents obtain the requisite signatures, and they are verified by the County Registrar, the Council will have to consider whether to adopt the proposed ordinance as drafted, or refer it to a vote of the electorate. The timing for these actions is governed by the date on which the petitions are filed with the Clerk, and the number of signatures gathered.

#### **DISCUSSION**

Elections Code Section 9212 allows the Council to direct preparation of an "impact report" on proposed initiatives. One purpose of this law is to allow the Council to generate information to inform the public about the positive or negative effects of a proposed initiative. The earliest the report may be requested is after circulation of the petition has commenced. Most typically, so-called "9212 reports" are requested after the petitions have been shown to contain the requisite number of signatures to qualify for the ballot. If the report is requested after the petitions have qualified, the 9212 report must be completed in 30 days. If it is requested during circulation of the petition, the 9212 report must be "presented to the legislative body within the time prescribed by the legislative body."

**Agenda Date:** 4/21/2015

#### 15-0362

Specifically, Elections Code Section 9212 provides that:

(a) During the circulation of the petition, or before taking either action described in subdivisions

- (a) and (b) of Section 9214, or Section 9215, the legislative body may refer the proposed initiative measure to any city agency or agencies for a report on any or all of the following:
- (1) Its fiscal impact.
- (2) Its effect on the internal consistency of the city's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.
- (3) Its effect on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.
- (4) Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.
- (5) Its impact on the community's ability to attract and retain business and employment.
- (6) Its impact on the uses of vacant parcels of land.
- (7) Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.
- (8) Any other matters the legislative body requests to be in the report.
- (b) The report shall be presented to the legislative body within the time prescribed by the legislative body, but no later than 30 days after the elections official certifies to the legislative body the sufficiency of the petition.

As Council can see from the above-quoted full text of Section 9212, the 9212 report can be quite comprehensive and time consuming to prepare. Some of the subjects Council may wish to consider are:

- Scope of the property and types of transactions covered by the proposed ordinance;
- Fiscal and financial impacts on the City and community, including but not limited to implementation costs and benefits;
- Impacts on operation and utilization of affected property;
- Any other matters the Council would like to consider.

In terms of timing, staff estimates that at least six weeks will be needed to complete the 9212 report. Additionally, this effort would compete with other priorities but may be implemented through the use of consultants.

#### FISCAL IMPACT

While dependent on the specific subject matter areas Council would want investigated, staff believes existing resources could be utilized to conduct the analysis and prepare the 9212 report.

**15-0362** Agenda Date: 4/21/2015

#### **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 RECOMMENDATION

Pursuant to Elections Code Section 9212, consider directing preparation of a report from City agencies on the effect of the proposed initiative to amend the City of Sunnyvale's Municipal Code to require voter approval for any sale, lease, lease extension, lease renewal, land swap, or transfer of property owned, leased, or used by the City as a public park or community service amenity. If direction is given to prepare a 9212 report, Council must also specify which subject matter areas it wants City staff to investigate, and an appropriate deadline for the report's completion.

Prepared by: Joan A. Borger, City Attorney

Reviewed by: Kathleen Franco Simmons, City Clerk Reviewed by: Grace K. Leung, Finance Director

Reviewed by: Robert A. Walker, Assistant City Manager

Reviewed by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

1. Ballot Title and Summary and Proposed Initiative Measure

#### Initiative Measure to be Submitted Directly to the Voters

The City Attorney of the City of Sunnyvale has prepared the following title and summary of the chief purpose and points of the proposed measure:

Title: An Initiative Ordinance Amending the City of Sunnyvale's Municipal Code to Require Voter Approval for any Sale, Lease, Lease Extension, Lease Renewal, Land Swap, or Transfer of Property Owned, Leased, or Used by the City as a Public Park or Community Service Amenity

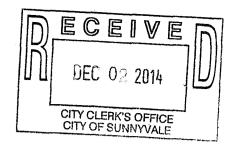
**Summary:** This initiative states that it shall be known as the "Public Lands for Public Use Act" and proposes to amend the Sunnyvale Municipal Code (SMC) to require voter approval before the sale or lease of some types of City property.

Currently, SMC Chapter 2.07 requires city council approval for all purchases, sales, or leases of real property for the City when the purchase, sales price, or lease cost exceeds \$75,000, and city manager approval when the purchase, sales price, or lease cost is \$75,000 or less, or when the lease results in revenue to the City and is for a period less than or equal to 55 years. It further requires city council approval for leases of City property for a term in excess of 55 years, subject to additional procedures set forth in Chapter 2.07.

The proposed initiative would amend these provisions by:

- Defining two categories of City property: "Community Service Amenity," which generally includes facilities and land whose primary purpose is to provide the public a place of city government administration, recreation, education, exercise, or enjoyment; and "Public Park," which generally means land set apart for recreation of the public and to maintain open space in the City, including City-owned land shared by agreement with adjacent public schools to augment the public school's outdoor recreation area.
- Requiring that any land "owned, leased, or used" by the City as a Public Park or Community Service Amenity (including land otherwise transferred to the City for such purposes, and the rights to use land for such purposes), may not be the subject of a "sale, lease, lease extension, lease renewal, land swap, or transfer," regardless of the amount of the transaction, without the prior approval of a majority of voters in a citywide election.
- Requiring that leases of Public Park or Community Service Amenity land owned, held or controlled by the City, that are in excess of 55 years, also be subject to voter approval.

The initiative ordinance also proposes to take precedence over all other provisions of the City's Municipal Code, ordinances, resolutions, and administrative policies that conflict with any part of the initiative.



Save Sunnyvale Parks & Schools, Inc.

1030 E. El Camino Real, #436 Sunnyvale, CA 94087 United States

Tel: +1 408 444 7357 www.savesunnyvaleparks.com

December 01, 2014

Kathleen Franco Simmons City Clerk City of Sunnyvale P.O. Box 3707 Sunnyvale, CA 94088

#### **Notice of Intent to Circulate Petition**

Ms. Franco Simmons,

Pursuant to Section 9202(a) of the California Elections Code, notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Sunnyvale for the purpose of obtaining a vote of the Sunnyvale electorate on the proposed measure attached to this notice.

The proponents of this petition request that the ordinance be submitted immediately to a vote of the people at a special election.

A statement of the reasons of the proposed action as contemplated in the petition is as follows:

This petition proposes changes to the Sunnyvale Municipal Code to ensure that the public land the City of Sunnyvale holds in trust for all its residents continues to serve the interests of Sunnyvale residents.

Sunnyvale residents benefit from the public libraries, community swimming pools, community centers, public parks, public golf courses, and numerous other community service amenities that are placed on land the City of Sunnyvale owns for the benefit of its residents. These public parks and community service amenities help children, adults, and families alike to socialize, exercise, and learn as a community.

As Sunnyvale's population grows, the demand for public parks and community service amenities will grow with it. There is a critical and increasing need for more, not less, places for residents to conduct city and community business, enjoy open spaces, study, improve their health, play with their grandchildren, watch or participate in sports, hold neighborhood meetings, walk dogs, or meet with friends.

Sunnyvale residents have a vested interest in the outcome of any decision that limits their ability to use these public parks and community service amenities. Therefore, there is a need for the Sunnyvale residents to carefully review and specifically approve significant decisions involving the disposition or use of such community service amenities and public parks. Acquiring new land for public use has become increasingly difficult and expensive. Once public land is lost, it is almost impossible to replace. Furthermore, the City Council and the Sunnyvale residents' views involving the disposition of public lands do not always align.

The clarifications and revisions to the Sunnyvale Municipal Code contained in this proposed measure will ensure that Sunnyvale public lands are not used to facilitate private development or provide a source of funding for capital improvements through any sale, lease, trade, land-swap, or other transfer of community service amenities or public parks without very carefully considered community discussion and voter approval.

In accordance with Section 9202(b) of the California Elections Code and the City of Sunnyvale's Fee Schedule, a payment of \$200.00 has been attached to this statement.

Timothy Dietrich
1061 Firth Ct.
Sunnyvale, CA 94087

Wendy Hates
1473 Norman Dr.
Sunnyvale, CA 94087

Dec. 1, 2014

Demetrios Triantafyllou

Date

1490 Navarro Dr. Sunnyvale, CA 94087

#### THE PEOPLE OF THE CITY OF SUNNYVALE DO ORDAIN AS FOLLOWS:

#### **SECTION 1. TITLE**

This initiative measure shall be known and cited as the "Public Lands for Public Use Act."

#### SECTION 2. REQUEST FOR IMMEDIATE VOTE

Proponents request that the ordinance be submitted immediately to a vote of the people at a special election.

#### SECTION 3. SUNNYVALE MUNICIPAL CODE §§ 2.07.030, 2.07.040. AMENDED.

The Municipal Code of the City of Sunnyvale §§ 2.07.030 and 2.07.040 are hereby amended to read as follows:

#### 2.07.030. Awarding authority for purchases, sales or leases of real property.

- (a) The city council shall be the awarding authority for all purchases, sales or leases of real property for the city where the purchase or sales price or total lease cost exceeds seventy-five thousand dollars.
- (b) The city manager shall be the awarding authority for all purchases, sales or leases of real property for the city where the purchase or sales price or total lease cost is seventy-five thousand dollars or less, or where the lease results in revenue to the city and is for a period less than or equal to fifty-five years.
- (c) Notwithstanding the foregoing in subsections (a) and (b), any land, that on the effective date of this subsection (c) or at any later time is owned, leased, or used by the city as a public park or a community service amenity, as defined in subsection (d), land otherwise transferred to the city to be used as a public park or a community service amenity, or the rights to use such land may not be the subject of a sale, lease, lease extension, lease renewal, land swap, or transfer unless the issue of the sale, lease, lease extension, lease renewal, land swap, or transfer is submitted to the qualified voters of the city at an election and is approved by a majority of the votes received at the election.
- (d) For purposes of subsection (c), the following terms shall have the meanings set forth below.
  - (1) "Community service amenity" means libraries, swimming pools, community centers, performing arts venues, gardens, golf courses, zoos, city hall, city administration buildings, and other similar facilities and the land on which the facilities stand, whose primary

- purpose is to provide the public a place of city government administration, recreation, education, exercise, or enjoyment.
- (2) "Public park" means land set apart for the recreation of the public, to promote its health and enjoyment, to maintain open space in the city and also includes city-owned public land which may be shared by agreement with adjacent public schools to augment the public school's outdoors recreation area.

#### 2.07.040. Long-term lease of city property.

- (a) The city council may enter into a lease of city property that is not a public park or a community service amenity, as defined in Section 2.07.030, subsection (d), for a term in excess of fifty-five years pursuant to the procedures set forth in this section. This section is enacted pursuant to California Government Code Section 37380 for the purpose of establishing alternate procedures thereto and exempting the city from the provisions of subsections (b)(2), (b)(3) and (b)(4) thereof. Except with respect to leases in excess of fifty-five years, the provisions of this section shall not be deemed in any way to restrict the city's authority to enter into other forms of leases so long as the underlying land is not a public park or a community service amenity, as defined in Section 2.07.030, subsection (d).
- (b) A lease in excess of fifty-five years of property owned, held or controlled by the city that is not a public park or a community service amenity, as defined in Section 2.07.030, subsection (d), may be authorized by the city council in accordance with the following procedures:
  - (1) Any lease entered into pursuant to this section shall be authorized by resolution of the city council.
  - (2) Prior to adopting a resolution authorizing a lease, the city council shall hold a public hearing. Notice of the time and place of the hearing shall be published once not less than fourteen (14) calendar days prior to the public hearing, in the official newspaper of the city.
  - (3) The city shall not be required to engage in a competitive bid process for the award of such lease; provided, that at the time of adopting the resolution authorizing the lease the city council makes a determination that entering the lease without engaging in a competitive bid process is in the best interests of the city and its residents.
  - (4) Any such lease shall be subject to periodic review by the city and shall take into consideration the then market conditions. Pursuant to California Government Code Section 37380(b)(1), the city council hereby establishes that the lease provisions which will

periodically be reviewed, at a minimum, shall be those provisions specifying the rent to be paid pursuant to the lease, and such other provisions as may be indicated by the city council at the time of authorizing the lease. The periodic reviews shall occur in accordance with a schedule to be contained in the lease. The periodic review may be in the form of either an express review of the terms by the city council or its designee, or in the form of a procedure contained in the lease for automatic adjustments of the terms in response to market conditions. It is the intent of this provision that inclusion of inflationary adjustments, cost of living adjustments, reappraisals or other similar forms of automatic adjustments shall satisfy the requirements of California Government Code Section 37380(b)(1), without the necessity of a discretionary review by a city officer. (Ord. 2628-99 § 2).

(c) A lease in excess of fifty-five years of property that as of the effective date of this subsection (c) or at any later date is owned, held or controlled by the city and is a public park or a community service amenity, as defined in Section 2.07.030, subsection (d), must first be submitted to the qualified voters of the City of Sunnyvale at an election and approved by a majority of the votes received at the election pursuant to Section 2.07.030, subsection (c). Any such lease that is so approved may be authorized by the city council in accordance with the procedures set forth in subsection (b).

#### **SECTION 4. PRIORITY.**

Once this measure becomes effective, its provisions shall prevail over and supersede all provisions of the municipal code, ordinances, resolutions, and administrative policies of the City of Sunnyvale which conflict with any provisions of this measure.

#### **SECTION 5. SEVERABILITY.**

In the event a final judgment of a court of competent jurisdiction determines that any section, subsection, sentence, clause, or phrase of this initiative measure is invalid or unenforceable for any reason, the invalid or unenforceable section, subsection, sentence, clause, or phrase shall be severed from the remainder of this measure, and the remaining portions of this measure shall remain in full force an effect without the invalid or unenforceable section, subsection, sentence, clause, or phrase.

# **City of Sunnyvale**

Report on Impacts of "Public Lands for Public Use Act" Initiative Under California Election Code Section 9212

**July 2015** 





July 31, 2015

Ms. Deanna Santana City Manager City of Sunnyvale 456 W. Olive Avenue Sunnyvale, CA 94086

Dear Ms. Santana:

Management Partners is pleased to transmit our report containing results of our analysis of the proposed ballot initiative that would amend the City's Municipal Code regarding certain real property transactions in Sunnyvale. The City has received a proposed initiative that would require that any sale, lease, lease extension, lease renewal, land swap or transfer of property owned, leased or used by the City as a public park or community service amenity be approved in advance by a majority of voters in a citywide municipal election. State law allows the City Council to receive a report regarding various impacts of the proposed initiative to help inform its decision whether to adopt the initiative or place it on the ballot.

In this report we provide you with a summary of our analysis of the proposed initiative in accordance with California Election Code Section 9212(a). As part of the analysis, we have reviewed various real property types and real property transaction types as to whether they are covered under the proposed initiative. This analysis concludes that a significant number of real estate transactions routinely completed in the course of business by the City would be subject to the initiative's prior vote requirement. This would create additional costs, notably for holding an election, and add processing time. Property transactions subject to the initiative would become more expensive and time consuming for the City, rendering it less nimble in being able to take advantage of grant and economic development opportunities, and potentially deterring the City from pursuing transactions that may be of value. On the other hand, by subjecting transactions involving park land or land with a community service amenity to a public vote, such property will be preserved in the current use – a goal of the initiative drafters – and unless or until the majority of voters elect to change that use.

Administration of the initiative provisions will be a fairly complex new regulatory requirement which the City will be obligated to manage. While not every real property transaction will be impacted, a significant number arguably will be affected. This will impact other city priorities because of our limited resources for management and administration of the City. Finally it must be noted that, as with every piece of legislation, there are unknowns and uncertainties which will only be resolved with time and experience.

Ms. Deanna Santana Page 2

While one can debate the public policy ramifications, there is no doubt that approval of the initiative would make a variety of transactions much more complex, expensive and uncertain in Sunnyvale than in comparable municipalities without such restrictions.

Sincerely,

Gerald E. Newfarmer President and CEO



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# **Executive Summary**

The City of Sunnyvale retained Management Partners in May 2015 to prepare a report that analyzes the impacts of a proposed ballot initiative in accordance with the provisions of California Election Code Section 9212(a). This report contains Management Partners' independent analysis and identifies the resulting impacts we believe the City may experience if the proposed initiative were approved by voters. Management Partners does not make any representation regarding legal interpretations of the proposed initiative. Advice from legal counsel should be sought for application of the proposed initiative to particular cases.

The proposed initiative would amend Chapter 2.07 of the Sunnyvale Municipal Code to require that a majority of voters in a citywide municipal election give prior approval of any "sale, lease, lease extension, lease renewal, land swap, or transfer of any real property owned, leased, or used by the City" as a "public park" or a "community service amenity." According to the proponents of the initiative, the City is under increasing pressure to repurpose public lands for other uses, and a new tool to stem this pressure would be a desirable check. Voter approval is seen as a method to accomplish this result.

The initiative seeks to protect public lands by taking control of certain real property transactions away from elected representatives and City government, and giving it directly to the voting public. It is important to note that the initiative only guarantees a public vote; it does not guarantee the outcome of that vote and, therefore, does not guarantee the protections of public lands. And, while requiring majority approval does give resident voters control over real property decisions, it comes with a price tag: if the initiative passes, there are significant financial and administrative costs associated with the voter-approval requirement that will impact the City's fiscal resources and limit its ability to manage its property.

# **Project Approach**

Management Partners' project team members conducted interviews with City staff and legal counsel, proponents of the proposed initiative, and County Registrar officials. We researched various issues that could be affected by the initiative including opportunities for grant funding, debt financing, and outcomes from other cities that have considered similar measures. We also studied various documents provided by the City including property lists, leases and other property-related agreements, the Municipal Code, and General Plan and Housing Element in developing the analysis in this report.

The following section summarizes the impacts identified in conducting our work. Please refer to the relevant Analysis Section of the report for our more detailed analysis.

# Summary of Impacts

The following presents a summary of our analysis regarding the impacts the initiative may have on the City.

#### **Financial**

- Each election will cost from approximately \$41,000 to \$700,000, depending on timing and other measures that may be presented before voters.
- The City stands at risk to lose nearly \$600,000 in annual lease revenues, much of which are deposited to the General Fund, by requiring that those leases go to an election prior to their renewal. A majority of this lease revenue is from leasing a portion of the City's Sunnyvale Office Center, where all of the current leases are renewed annually or on a month-to-month basis, making renewal via an election impractical. The City oversees 112 separate property-related agreements, in which 36 of those agreement may likely be interpreted as being covered by the proposed initiative, and would likely be required to be approved as separate ballot measures. The uncertainty created from the lessees' perspectives could erode revenue to the City's General Fund.
- Any reduction in revenue may result in less funding for the maintenance and improvement of existing parks, open space, and facilities where community service amenities are provided.

• The City could lose grant or debt financing opportunities for future real property transactions that could benefit facilities and park lands, as in some cases those types of funding mechanisms will require voter approval. In the case of grant funding, the application windows are so limited that the City would lose out on some funding opportunities.

### **Operations**

• If the initiative passes, how it ultimately impacts city operations and capacity will be determined based on interpretation on a case-by-case basis. The City will need to dedicate time and effort to study whether each property transaction is subject to the initiative, as well as its potential impact relative to a number of factors. Due to the significant number of property-related transactions that is part of the city's recurring operations, there is the potential that the city's attention to its regular operations could be impaired, which could have an adverse impact on overall city service levels.

## **Real Property Categories/Covered Property**

The proposed initiative creates and applies to two categories of property: any real property owned, leased, or used by the City as (1) a "public park" or (2) a "community service amenity".

It then defines these categories as follows:

- (1) Public park means "land set apart for recreation of the public, to promote its health and enjoyment, to maintain open space in the city and also includes city-owned public land which may be shared by agreement with adjacent public schools to augment the public school's outdoors recreation area."
- (2) Community service amenity ("CSA") means "libraries, swimming pools, community centers, performing arts venues, gardens, golf courses, zoos, city hall, city administration buildings, and other similar facilities and the land on which the facilities stand, whose primary purpose is to provide the public a place of city government administration, recreation, education, exercise, or enjoyment."

The City owns and maintains real property with various uses that range from the City Hall and public safety buildings to parks, trails, community centers, sports fields, rights-of-way, commercial buildings, and homes used to fulfill the City's affordable housing initiatives. While it is easy to apply the definitions to some properties, public parks, for instance, trying to determine which other properties are actually covered under the initiative raises a number of questions. For example, the initiative's definition of CSA includes "city administration buildings" if their "primary purpose is to provide the public a place of city government administration." Does it include all city government buildings, even those not located in the civic center or generally open to the public? Are fire stations, the corporation yard, or the water pollution control facility included?

### **Real Property Transactions**

The initiative provides that covered property may not be the subject of a "sale, lease, lease extension, lease renewal, land swap, or transfer" without prior approval by majority vote. It does not, however, define the term "lease." The City enters into various transactions involving the use of real property in carrying out its municipal purposes, including purchases, sales, leases, easements, joint use agreements, and concessionaire agreements. Would the voter-approval requirement apply to these other types of agreements which may have some similar characteristics to leases, such as licenses, easements, franchises, concessions, use agreements, permits for us of City property, access agreements, etc.? It is not clear which of these transactions would be covered.

The proponents acknowledge that in certain cases the distinction between an agreement to use and a lease may not be clear. They suggest that use agreements would generally not be covered by the initiative, unless such agreements allow the land to be used for private purposes in a manner that prevents the public's access to the land. This interpretation has some logical appeal; however, the language itself is susceptible to a broader interpretation that would encompass, for example, a use agreement for recreational facilities in a City park where a private or public association has exclusive use of the facilities during certain hours.

How the initiative would be interpreted would ultimately be up to the courts: the intent of the proponents is not controlling as to how the initiative should be interpreted, but it is one piece of information the courts might reference when ascribing meaning to ambiguous provisions,

particularly if that intent is carried forward into ballot arguments in favor of the initiative when it appears on the ballot.

It is clear from our analysis that this initiative will require legal expertise to analyze its application to certain scenarios, as well as to defend any legal challenges.

### Impacts under California Election Code §9212(a)

1. Fiscal Impacts. The most obvious fiscal impacts of the initiative are the election costs associated with placing a ballot measure before the voters in a citywide election. The direct cost per election for the City could run from approximately \$41,000 to \$700,000, depending on timing and other measures that may be presented before voters. This would cover costs charged by the Santa Clara County Registrar of Voters. Labor costs (and shifts in organizational capacity and priorities) would also result from the need to accommodate initiative provisions into the City's operations and business processes, for example, preparing ballot measures for each transaction.

An estimated \$600,000 in annual rental income comes from leases covered by this initiative, which, if the City were not able to renew, would reduce annual revenues from the use of such property. Cost/benefit analysis of spending \$41,000 - \$700,000 for up to \$600,000 in annual lease revenue would need to be completed prior to the City preparing any ballot measures. There are currently 36 real property transactions that would possibly be subject to the election, several of which are lease agreements which would require a separate ballot measure for each transaction.

Other impacts could include legal costs to defend contested actions, opportunity costs of lost revenues or grant funding opportunities, and possible increased infrastructure or financing costs.

2. Consistency with General Plan and Housing Element. The initiative could affect the City's ability to implement certain aspects of its General Plan policies such as promoting co-location of government activities to improve access to the community at large [General Plan Policy LT 4-14(f)], supporting acquisition or partnerships to enhance open spaces and recreational amenities

converting spaces to open space from developed use of land (LT 8.8), and leveraging co-funded and/or cooperative agreements for the provision and maintenance of programs, facilities, and services (CC 10-6).

The initiative also conflicts with a key policy of the General Plan that would allow the City to sell certain public sites and underutilized facilities to better serve underserved portions of the community or upgrade other facilities. To manage potential risks, the City would need to inventory its land in anticipation of the Housing Element update 2022 to identify any land that may no longer be used to support its need for providing additional housing.

- 3. <u>Land Use and Housing</u>. The initiative would not have a direct impact on the City's ability to meet its housing obligations over the next seven years.
- 4. <u>Infrastructure Impacts</u>. The initiative could impact the City's ability to find grant funding opportunities or other funding mechanisms to address acquisition related to public parks and those properties or facilities considered community service amenities. Some state and federal grants have provisions that can revert the ownership or operation of a facility to the granting agency if the City defaults on a loan or tries to sell a property.<sup>1</sup> The initiative could also place an additional burden on infrastructure maintenance costs for properties the City might otherwise wish to sell or lease due to unsustainable maintenance costs.
- 5. <u>Business Attraction, Retention and Employment.</u> There may be a positive impact in attracting residents and businesses by maintaining existing open space, park lands, and other recreational amenities. There is also the potential for an adverse impact on the business community's view due to complications with land transactions that could result from the initiative.

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<sup>&</sup>lt;sup>1</sup>Accepting a grant for purchasing a covered property with such a provision gives an interest in the property to the granting agency, which could be considered a transfer of interest in the property.

- 6. <u>Vacant Land</u>. Given the relatively built-out nature of Sunnyvale, the impacts on the use of vacant land are considered negligible.
- 7. <u>Agricultural Lands, Open Space, Traffic Conditions, Business</u>
  <u>Districts and Revitalization Areas</u>. The measure has the ability to protect existing open spaces in the City. Otherwise, the impacts on other aspects are negligible.
- 8. Other Matters Requested by City Council. Council directed staff to analyze the impact of the initiative on a number of scenarios, based on different property types and transactions, as well as issues, past and present, specific to the City of Sunnyvale.

  Detailed analysis on each request by Council can be found under this section header, beginning on page 44. Note that the impact of the initiative is determined based on when the initiative takes effect.

# Background

The Sunnyvale City Council at its meeting on April 21, 2015, directed City staff to prepare a report on the effect of a proposed initiative to amend the Municipal Code to require voter approval for any sale, lease, lease extension, lease renewal, land swap, or transfer of property owned, leased, or used by the City as a public park or community service amenity (CSA). The City requested the assistance of Management Partners in completing the analysis required for that report under the provision of California Election Code Section 9212(a), and for the preparation of the report itself and presentation to the City Council.

# Overview of Ballot Initiative and Impact on Existing Municipal Code

The ballot initiative proposed by the proponents of the measure (attached as Appendix 1) seeks to modify Chapter 2.07, "Purchase, Sale or Lease of Real Property" of Title 2, "Administration and Personnel" of the Sunnyvale Municipal Code. The existing ordinance specifies that the City Manager has authority to enter into real property transactions up to \$75,000, and the City Council shall authorize all transactions above \$75,000. The proposed modifications do not change these monetary thresholds. Rather, the initiative amends the provisions of Chapter 2.07 to cover:

- Land currently owned, leased or used by the City as a public park or CSA.
- Land transferred to the City to be used as a public park or CSA.
- Rights to use land for a public park or CSA, including land owned by others.
- Land or facilities including libraries, swimming pools, community centers, performing arts venues, gardens, golf courses, zoos, City Hall, City administration buildings, and other similar facilities and the land on which the facilities stand.

• Land or facilities whose primary purpose is to provide the public a place of City administration, recreation, education, exercise, or enjoyment.

Land covered by the initiative ("covered") may not be subject to sale, lease, lease extension, lease renewal, land swap, or transfer without majority voter approval by a ballot measure in a citywide election.

# Provisions of California Election Code Section 9212(a)

Chapter 3 "Municipal Elections" of Division 9 "Measures Submitted to the Voters" of the California Election Code includes the various procedures that municipalities must follow in regards to submitting initiatives to voters within a jurisdiction. Article 1, "Initiative," spells out the procedures that must be followed when circulated by initiative petition in the city by proponents of the measure.

Section 9212 of the Election Code allows the City Council the opportunity to obtain a report on the impacts of the initiative as they pertain to eight specific areas. Elections Code Section 9212 provides:

- a) During the circulation of the petition, or before taking either action described in subdivisions (a) and (b) of Section 9214, or Section 9215, the legislative body may refer the proposed initiative measure to any city agency or agencies for a report on any or all of the following:
  - 1) Its fiscal impact.
  - 2) Its effect on the internal consistency of the city's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.
  - 3) Its effect on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.
  - 4) Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of

- infrastructure maintenance, to current residents and businesses.
- 5) Its impact on the community's ability to attract and retain business and employment.
- 6) Its impact on the uses of vacant parcels of land.
- 7) Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.
- 8) Any other matters the legislative body requests to be in the report.

The Code further indicates that this report must be presented to the City Council no later than 30 days after the election official certifies the sufficiency of the petition to the City.

# **Project Approach**

Management Partners met with City staff and legal counsel to better understand the initiative being proposed. We spent several meetings with key staff understanding the nature and types of properties owned by the City and the types of real property transactions in which the City is currently engaged and/or engages on a recurring basis.

We met with the ballot initiative proponents to better understand the drafting of the language of the proposal and gain their insights about the purpose for and applicability of the measure.

The City provided us with various documents we requested during the course of our work, including:

- Real property owned by the City,
- Listing of all lease agreements currently in effect,
- Listing of all property transactions conducted in the past five years
- City's Municipal Code,
- Policies or procedures relative to real property transactions,
- City's General Plan and relative specific plans,
- City's Housing Element for 2015-2023, and
- Information regarding Priority Development Areas.

We also conducted our own independent research as follows:

• Studied the City's existing ordinances to determine any potential conflicts or impacts from other codes.

- Spoke with the Santa Clara County Registrar's Office and the Sunnyvale City Clerk's Office to understand election procedures and costs.
- Researched the funding application requirements of various grant funding agencies the City has used or possibly could use in the future.
- Spoke with financial consultants that provide bond financing recommendations to cities to determine potential impacts on credit ratings or funding mechanisms.

Finally, we met with City staff to discuss various aspects of our research to verify its applicability to Sunnyvale's circumstances.

# **Types of Properties**

To evaluate the impact on the City, the types of properties covered by the initiative needed to be determined. The City, a municipal corporation, owns, leases and uses property for a variety of municipal governmental purposes. It also leases property from other public and private entities for such uses. It leases City property to others for a variety of purposes (for municipal governmental purposes as well as commercial and residential uses). Since the Successor Agency for the Redevelopment Agency of the City of Sunnyvale (Successor Agency) is a separate entity, properties owned or leased by the Successor Agency are not City properties. Joint Powers Authorities (JPAs) are not named in the initiative, but may include the transfer of interest in a City-owned property to the JPA, which could make the underlying properties subject to the initiative. Examples of City properties owned and leased or otherwise included in existing agreements follow:

- Civic Center, City Hall, City administrative buildings
- Commercial properties
- Community Center
- Corporation yard, storage areas
- Flood control areas, sloughs, channels
- Gardens
- Golf courses
- Land banked properties

- Landfills
- Library
- Open space
- Parking lots
- Parks, hiking trails,
- Pedestrian crossings and overpasses
- Public safety facilities, fire stations, police building
- Recreation
- Residential properties

- Roadways, sidewalks and related right-of-way uses
- School buildings and recreational areas,
- Sports fields, tennis courts, basketball courts
- Swimming pools

- Theaters
- Trails, Walking and Biking
- Vacant lots
- Water and wastewater facilities, tanks, wells, pump stations

The analysis section below provides an interpretation of which types of properties are covered by the initiative.

## Overview of Leases, Licenses, Joint Use and other Agreements

The City uses a variety of transactions to acquire, sell (or otherwise dispose of), or use properties for City purposes or to allow others to purchase or use City-owned properties. These transactions needed to be clarified to determine which are covered and which are not covered by the initiative. The transactions include:

- Purchase,
- Sale,
- Swap,
- Transfer,
- Donations,
- Lease,
- Use agreement,
- Easement,
- Licenses,
- Concession Agreements; and
- Joint Use Agreements.

The analysis section below provides an interpretation of which types of arrangements are covered by the initiative.

## **Analysis**

To evaluate the impacts on City real property and its current and future real property transactions, the definitions of terms used in the initiative and the impacts of the initiative must be understood. In this case, the initiative proposes to change the language in City Municipal Code Section 2.07.030 regarding the awarding authority for purchases, sales, or leases of real property.

Management Partners reviewed lists of various properties currently owned or leased by the City, as well as lists of various property transactions the City has previously or is currently engaged. We discussed the lists with City staff to gain a better understanding of the underlying property uses and nature of their various agreements. We then analyzed those properties and transactions against the language provided in the proposed initiative.

The definitions and determinations of the areas impacted are based on the language of the initiative, not the subjective intent of the petitioners. The language, in several cases, is ambiguous in terms of its ultimate applicability to various property types and transactions. *Management Partners did not conduct a legal analysis of the ballot language*. However, based on our extensive experience with local government management practices, we analyzed each property against two possible interpretations:

- <u>Narrow Interpretation.</u> Using a strict interpretation of the language as specified in the initiative that would likely be agreed to by the City, initiative proponents, and ultimately the community.
- Broad Interpretation. Using an expansive interpretation of the language (e.g. used by other government agencies or documents) that could potentially be perceived as being subject to the initiative but is not clear based on the language provided in the initiative. In this regard it is important to note that individual City real estate transaction may have advocates and opponents. It is logical to assume that persons opposed to a transaction may

cite the initiative provisions for the purpose of delaying or preventing that transaction.

Once there is an understanding of what is covered by the initiative, the impacts provided under Cal. Elec. Code §9212(a) can be analyzed.

The results of our analysis are organized into the following sections:

- Real Property Types Subject to Initiative
- Real Property Transactions Subject to Initiative
- Impacts Analysis Provided under Cal. Elec. Code §9212(a)
  - o Fiscal Impacts
  - o Consistency with General Plan and Housing Element
  - o Land Use and Housing
  - o Infrastructure Impacts
  - o Business Attraction, Retention and Employment
  - Vacant Land
  - Agricultural Lands, Open Space, Traffic Conditions, Business Districts and Revitalization Areas
  - o Other Matters Requested by City Council
- Process Decision Tree Steps for Evaluating Future Property Transactions

# Real Property Types Subject to Initiative

Most of the language used in the initiative has a clearly understandable definition, such as "parks," "libraries," "zoos," "city hall," etc. However, other terms can have different interpretations, such as "city government administration," "garden," "community service amenity," or what properties are for "public enjoyment." There can be both narrow and broad interpretations of these terms.

The initiative specifies that for a property to be covered as a CSA it must be the property's "primary use." However, how primary use is determined is not defined.

- Is it defined as a percentage of area used, as a CSA?
- Is it defined as a percentage of people using the facility? (For example, the number of public individuals using the facility for education, exercise or enjoyment, relative to city employees?)

Other areas of potential disagreement and ambiguity could arise from property that creates some "public enjoyment" even if it is associated with a use not specifically covered by the initiative. It is impossible to know how the definitions in the initiatives will be construed over the years, but we can be sure that those seeking to challenge any City real estate transaction may seek some ability to use the provisions of the initiative in situations not contemplated by the drafters. Thus for purposes of this analysis we assumed a narrow and a broad definition to give policy makers an idea of clearly covered properties and transactions while also showing a broader interpretation which could be arguably employed by some interested party in the future. Due to this ambiguity, impacts to operations, capacity and priority cannot be determined until such time the initiative has passed and City staff have some experience analyzing transactions on a case-by-case basis.

### **Property Types Covered by the Initiative**

Management Partners has identified real property types (Property Types) in the following tables in which the City is currently involved that may be subject to the initiative and require a vote (covered) under the following interpretation scenarios:

- Table 1 Property Types that would be covered under both narrow and broad interpretations of the initiative language
- Table 2 covered using the narrow interpretations of the initiative language
- Table 3 Property Types that would potentially be covered under only a broad interpretation of the initiative language
- Table 4 Property Types not covered under a narrow or broad interpretation of the initiative language

Table 1. Property Types Covered under Narrow and Broad Interpretations of Initiative Language

Term or Phrase	Narrow Interpretation	Broad Interpretation
What is included in "land," "building," or "facility"?	Land includes the buildings and facilities on the land. Buildings and facilities include the land according to the assessor parcel designation.  Limited to those lands, buildings or facilities whose primary use is a covered CSA activity/function.  Any land or portions of properties used for recreation (public park, trails, open space).  City owned land used by an adjacent public school for the school's outdoor recreation.	Any portion of land or building used for a covered CSA purpose, e.g., a room in a building. May be determined by a ratio of use.
What is included in "City administration buildings" and "city administration"?	Buildings (City Hall) and land currently used or designated for central City administrative management functions, including accounting, personnel, and other central services.  Includes central City administrative management functions in other buildings (not in City Hall).  Includes parking facilities/lots for City administrative management services.	Any building or facility with public access for the conduct of City business (e.g., fire stations, city corporation yard). Any City buildings and facilities where an administrative function is done.
What is "public park"?	Land named, designated, planned, or zoned for future park purposes if it is so designated in City Council legislation, including City Council adoption of a Park Master Plan.  Land or portions of properties used for recreation, hiking, biking, or other active recreation or exercise purposes.  Land with sports fields, tennis courts, basketball courts.  City-owned land shared with adjacent public schools for outdoor recreation.  Leases for non-City property (e.g., schools or water district) to be used for public parks, recreation, sports, hiking, biking, or other active recreation or exercise purposes.  Areas used for recreational purposes, e.g., trails, are covered even though that is not the primary purpose of the land.	Same

Term or Phrase	Narrow Interpretation	Broad Interpretation
What is "open space"?	Land or portions of land that are designated, zoned, or left open with public access. Includes "land banking" for purposes of open space or other similar uses covered under the initiative.  U.S. Environmental Protection Agency definition: "Open space is any open piece of land that is undeveloped (has no buildings or other built structures) and is accessible to the public. Open space can include:  • Green space (land that is partly or completely covered with grass, trees, shrubs, or other vegetation). Green space includes parks, community gardens, and cemeteries.  • Schoolyards  • Playgrounds  • Public seating areas  • Public plazas  • Vacant lots  Open space provides recreational areas for residents and helps to enhance the beauty and environmental quality of neighborhoods." <sup>2</sup>	Land or portions of land that are designated, zoned, or left open with <u>no</u> public access, including land banking.
What is included in "community service amenity" other than those specifically listed?	Land not currently in use for a covered purpose but purchased, leased, swapped, transferred for a covered purpose would be covered only if there is specific language in the transaction agreement(s) and/or indicated for such purposes in the proposed City Council legislation.	Facilities whose primary purpose is not a listed CSA but do provide a service, e.g., education classes in fire stations.

<sup>&</sup>lt;sup>2</sup> U.S. Environmental Protection Agency, <u>www.epa.gov/region1/eco/uep/openspace.html</u>

Table 2. Real Property Types Covered by a Narrow Interpretation of the Initiative Language

Property/Use	Narrow Interpretation	Broad Interpretation
Land zoned, designated, or reserved for a covered purpose/use but is currently used for a non-covered use	Covered based on reserved purpose or use	Same
Land previously purchased or leased with restricted funding sources for a covered use, such as park impact funds or grants	Covered based on restricted purpose or use	Same
Trails, paths, and bike trails	Covered use for recreation, exercise or enjoyment	Same
Land and buildings purchased or leased by the City for a future covered purpose	Covered. Includes both City-owned and leased non-City-owned properties. Includes properties where the current use of the property is not a covered use, but where specific language in the transaction agreement(s) and/or the proposed City Council legislation includes a covered use.	Same
Publicly accessible parking lots	All are covered	Same
Space adjacent to PG&E lots	Covered if it has publicly accessible trails, paths, or public access as open space	Covered if there is open space with no public access
Landfills, sloughs, and channels	Covered as "public park" and open space	Same
Off-street walkways/trails	Covered as "public park"	Same
Publicly accessible areas around City utility properties, water tanks, wells, and pump stations	Covered. Portions of City utility properties are covered if areas are set aside for open space, hiking, recreation, exercise or enjoyment.	Covered if there is open space with no public access
Publicly accessible areas around water pollution control plant	Covered: 400 acres of ponds (open space) and trails are covered	Covered if there is open space with no public access
Residential or commercial properties	Covered if purchased, leased, or planned for a covered purpose, e.g., park expansion	Same

Property/Use	Narrow Interpretation	Broad Interpretation
Pledging covered property as collateral in financing arrangements	Covered. Not specifically named in the initiative, but would be considered a transfer which is covered as it could result in the City's eventual loss of title of a property.	Same
Grants/loans with property reversion clauses	Covered. Applying and purchasing property with grant or loan funds is not named in the initiative, but would be considered a transfer, which is covered. If the land was later reverted to the granting agency, a vote at that time would be required that would have no effect.	Same

Table 3. Property Types Potentially Covered under a Broad Interpretation of Initiative Language

Property/Use	Narrow Interpretation	Broad Interpretation
Fire stations	Not covered. Primary use is not City government administration. Could be covered if located on park land where the fire station is less than a majority use of the property.	Covered. Administration, education classes, enjoyment and other public access.
City corporation yard	Not covered. Primary use is to support infrastructure maintenance to provide for health, safety and welfare of the community and not as city government administration	Covered. Includes public access for administrative functions.
Public streets, bike lanes, sidewalks, and median landscaping	Not covered. Public streets right-of-way (ROW) use is restricted to vehicles and bicycles. Medians and sidewalks are not separate assessor parcels and cannot be separated from the roadways.	Covered in part. Bike trails not associated with ROW and similar walkways are "set apart for recreation of the public."
Any property owned by the City Redevelopment Successor Agency	Not covered. Not "City" property.	Covered if City leases the property for a covered purpose.

Table 4. Property Types not Covered under Narrow or Broad Interpretations of Initiative Language

Property/Use Narrow Interpretation		Broad Interpretation	
City utility properties, water tanks, wells, and pump stations	Not covered. Not a community amenity primary purpose, and there is no public access.		
Water pollution control plant	pontrol plant Plant itself not covered. No public access. Same		
Residential properties	Not covered if purchased, leased, or planned for non-covered purpose, e.g. affordable housing	Same	
Commercial properties	Not covered if purchased, leased, or planned for a non-covered purpose	Same	
Property owned by Sunnyvale Redevelopment Successor Agency	Not covered if not leased by the City.	Same	

Examples of current and recently owned City properties (over 150 parcels) are provided in Attachment A. The properties are designated by a narrow interpretation of properties covered by the initiative; broad interpretation; questionable whether they are covered; and those not covered by the initiative. The list shows each property and also includes assessor parcel numbers; addresses; current use; category (using the initiative terminology); and comments, such as original purpose.

# Real Property Transactions Subject to Initiative

The City may be involved with several types of real property transactions to further its municipal purposes. Such agreements are identified in Table 5 below, which are compared to the transactions that are specifically called out in the initiative.

Table 5. Real Property Transactions used in City of Sunnyvale

Transaction type	Named in the initiative language	Not named in the initiative language
Purchases		X
Sales	X	
Transfers	X	
Leases	X	
Lease extension	X	
Lease renewal	X	
Lease amendments		×
Licenses		×
Easements		×
Use agreements		×
Land swaps	X	
Joint Powers Authorities		X
Concession Agreements		X
Regulatory Agreements		×

The initiative does not require a vote for purchase of property, while sales are clearly included in the initiative language. These terms are fairly well defined. However, the remaining transaction types required further definition. These interpretations have been used in analyzing the impacts of the initiative. Specific transactions are listed after the definitions.

#### Lease

Leases are specifically covered by the initiative.

A lease is an agreement in which the landlord agrees to give the tenant the exclusive right to occupy real property, usually for a specific term and, in exchange, the tenant agrees to give the landlord some sort of consideration. A lease transfers to the tenant a leasehold interest in the real property and, unless otherwise provided in the lease, a lease is transferable and irrevocable.<sup>3</sup>

Consideration can be maintenance, improvements, or in-kind services. Leases do not limit the use on the property (but the use must comply with zoning and other regulations). "Agreements" limit the use.

- Anything called a "lease" or has all the characteristics of a lease.
- A lease may be indicated if the user of the property pays possessory interest tax.<sup>4</sup>
- Includes City-owned land/buildings leased to others.
- Includes land/buildings owned by others leased to the City
- Includes extensions and renewals.
- Lease "amendments" are not specifically named in the initiative, but some may be covered by the initiative, e.g., if the size of the property leased was changed.
- Allowing leases to end is not mentioned in the initiative, but could result in the loss of land used for a covered purpose (e.g., lease of the golf course property from NASA).

#### License

Licenses do not appear to be covered by the initiative, but could be interpreted to be equivalent to leases in certain situations.

A license gives the permission of the owner to an individual or an entity to use real property for a specific purpose. Unlike a lease, it does not transfer an interest in the real property. It is personal to the licensee and any attempt to transfer the license terminates it. It is (usually) revocable and can be either exclusive

<sup>&</sup>lt;sup>3</sup> University of California, Office of the President, www.ucop.edu/terms/index.html

<sup>&</sup>lt;sup>4</sup>A taxable possessory interest may exist whenever there is a private, beneficial use of publicly-owned, non-taxable real property. Such interests are typically found where private individuals, companies or corporations lease, rent, or use local government-owned facilities and/or land for their own beneficial use. The tax is assessed by the County Assessor's Office.

- or non- exclusive. A facility use agreement (FUA) is a short form license for very limited use of a facility.<sup>5</sup>
- Whether an agreement is held to be a license and not a lease will depend on the presence or absence in the agreement of the three essential characteristics of a real estate license:
  - A clause allowing the licensor<sup>6</sup> to revoke "at will";
  - The retention by the licensor of absolute control over the premises; and
  - The licensor's supplying to the licensee<sup>6</sup> all of the essential services required for the licensee's permitted use of the premises.
- Courts have found licenses to be leases where any one or more of these characteristics is either missing from the agreement altogether or not sufficiently vested in the powers retained by the licensor. <sup>7</sup>
- ... the distinction between a lease and a license is that: a lease is a conveyance of exclusive possession of specific property ... usually in consideration of the payment of rent, which vests an estate in the grantee, [while] a license, on the other hand, merely makes permissible acts on the land of another that would otherwise lack permission. A license is said to be revocable at the will of the licensor, [and] creates no estate.8

#### **Easement**

Easements do not appear to be covered by the initiative.

An easement, like a license, gives the permission of the owner to use or prevent the use of the owner's real property. However, unlike a license, it transfers to the easement holder an interest in the real property that encumbers the record title. Example: fiber optic cabling across a property.

<sup>&</sup>lt;sup>5</sup> University of California, Office of the President, www.ucop.edu/terms/index.html

<sup>&</sup>lt;sup>6</sup> "Licensor" owns and grants use to the property; "Licensee" uses the property.

<sup>&</sup>lt;sup>7</sup> "Using a License Agreement Instead of a Lease", Adam Leitman Bailey and John Desiderio

<sup>&</sup>lt;sup>8</sup> "Friedman on Leases", Milton R. Friedman, 1974

<sup>&</sup>lt;sup>9</sup> University of California, Office of the President, www.ucop.edu/terms/index.html

• Easements are not named in the initiative, but an easement could be determined to be a lease if it does not limit the use on the property.

### **Agreement or Use Agreement**

Agreements and use agreements are not covered by the initiative, but could be interpreted to be leases.

- Agreements or use agreements that limits the use is not a lease.
   They may appear to be leases if they allow a party to have exclusive use of the property and they provide some form of consideration, e.g. rent or provide maintenance.
- Regulatory agreements associated with affordable housing projects (e.g., requiring affordability for a number of years) are not covered by the initiative.

### **Land Swap**

Land swaps, swapping one piece of land for another where the ownership title has changed, are covered by the initiative.

#### **Transfers**

Transfers are covered by the initiative. Transfers include various methods of disposing of property, interest in a property, or possession of the property. It includes sale, pledge, liens, mortgage, gift, or donation of property.

Transfer of a property to the City would require approval by the voters if the City had been leasing or using the property for a covered activity prior to the transfer. The initiative states if the land was, "owned, leased, or used by the City as a public park or community service amenity" any, "sale, lease, lease extension, lease renewal, land swap, or transfer" be summited to the voters. Thus, if non-City owned land was leased or used (e.g., by a use agreement with a school district) by the City for a covered purpose, a transfer of property to City ownership would need to be submitted to the voters for approval. In the example of school property being transferred to the City, the addition of property for a covered use would be in line with the intent of the initiative; however, advocates for retaining school properties could use the initiative to require a vote.

### **Concession Agreements**

Concession agreements are not covered by the initiative.

- Concession agreements are grants of rights, land, or property by a government whereby a private company (whether for-profit or non-profit) has the exclusive right to operate, maintain, and carry out public utilities or services for a given number of years.
- Some concession agreements, such as the one for the Sunnyvale Golf Course, allow the operator to use the property to provide services without a lease agreement.
- Concession agreements are not leases since the use is limited to a specific function, e.g., golf course restaurant, pro shop.
- Concession agreements that include a lease agreement (and management contract) would make the leases subject to the initiative.

### **Ambiguous Transactions**

Management Partners identified other types of transactions (in which the City might reasonably enter into in the future) that are ambiguous as to whether they would be subject to the initiative. These would require further legal analysis by the City.

- Would swapping City land for City land be covered if there was a change involving covered land, buildings, or use? For example, swapping a fire station with a park.
- Would the City be able to lease City administrative offices or other community service amenities in an emergency (e.g., lease property to FEMA during the aftermath of an earthquake) without requiring a vote?<sup>10</sup>
- Are facilities leased for child care considered "education"?
- Would agreements for the use of a covered property that limit the
  use to private use be covered? For example, a concession
  agreement for the golf course to be operated with private
  members? Or a use agreement with a sports league for exclusive
  use of a field for its paid teams? In both of these cases, the public
  is excluded and access is limited to the members.

<sup>&</sup>lt;sup>10</sup> It should be noted that during an emergency, the City would likely have the ability under state law and its own ordinance to use property as necessary during an emergency.

 Would agreements that allow free standing cell towers in parks be covered? They prevent public access to part of the park. Although cell sites typically represent a small area, the public does not have access to that piece of the public park.

# **Real Property Transactions Categories Subject to the Initiative**

Management Partners has identified real property transactions (Property Transactions) in the following tables in which the City is currently involved that may be subject to the initiative and require a vote (covered) under the following interpretation scenarios:

- Table 6 Property Transactions that would be covered under either a narrow or broad interpretation of the initiative language
- Table 7 Property Transactions covered using only broad interpretations of the initiative language
- Table 8 Property Transactions not covered by a narrow or broad interpretation of the initiative language, and therefore not subject to a vote

Table 6. Property Transactions Covered under Narrow and Broad Interpretations of Initiative Language

Transaction Type	Interpretation as to why Covered
Land, buildings, leased by the City for a covered purpose	Specifically stated. Includes both City-owned and non-City owned properties.
Leases with offices in Sunnyvale Office Center	Covered. Designated as future City Hall, a covered use. Up to 20 separate leases. All new leases and lease renewals are separately covered.
Cell tower leases on covered City property	Covered if they are free-standing poles that take space away from public use (most leases require ground space for an equipment shelter). Not covered if on top of a Cityowned pole, e.g., ball field light pole and no ground space would be required for an equipment shelter.
Leases or property transfers/swaps with school districts	Covered.
Current covered leases/agreements that include extension clauses	Covered. Extension clauses are not grandfathered and extensions will require a vote.
Pledging covered property as collateral in financing arrangements	Covered. Not specifically named in the initiative, but would be considered a transfer. It could result in the City's eventual loss of title of a property.

Transaction Type	Interpretation as to why Covered
Grants/loans with property reversion clauses	Covered. Applying for and purchasing property with grant or loan funds is not named in the initiative, but it would be considered a transfer. If the land could be reverted to the granting agency, a vote would be required at the time of reversion that would have no effect, thus it must be done before applying for the grant/loan.
Land sales, swaps and transfers between City and Redevelopment Successor Agency	Covered if for a covered purpose. Does not include purchase by the City.
Leases between City and Redevelopment Successor Agency	Covered if for a covered purpose.

Table 7. Property Transactions Potentially Covered under a Broad Interpretation of the Initiative Language

Transaction Type	Broad Interpretation as to Why Covered
Use Agreement – City-owned property	Covered if City used the property for a covered purpose use it for a covered activity and it has all the requirements to be a lease.
Use Agreement – non-City owned property	Covered if City uses the property for a covered purpose and it has all the requirements to be a lease.
Agreements with school districts to build or improve, operate, and maintain a covered use	Covered if agreement is interpreted to be a lease or property transfer/swap.
Joint Powers Authorities (JPA)	Covered if interpreted to be a lease or transfer (pledge) of property depending on the specific JPA.
Agreements with other organizations for the funding of a covered facility	Since it may be a separate action that precedes a lease, transfer or swap of covered property, a vote could be required at a later date.

Table 8. Property Transactions Not Covered under Narrow or Broad Interpretations of Initiative Language

Transaction Type	Why not Covered	
Agreements with sports leagues, clubs	Not leases; no exclusive use 24/7; use is restricted	
Agreements with Theater groups	Not leases; no exclusive use 24/7; use is restricted	
Agreement with Sunnyvale Historical Society and Museum Association	Not a lease; use is restricted	
Agreement for use of Challenge Ropes Course	Not a lease; use is restricted	

Transaction Type	Why not Covered	
Agreements with golf restaurant operations	Not a lease; use is restricted	
Agreement for use of Tennis Center pro shop	Not a lease; use is restricted	
Agreement for use of Arboretum Orchard	Not a lease; use is restricted	
Agreement with Police Activity League	Not a lease; no exclusive use 24/7; use is restricted	
Agreements with school districts to operate covered uses	Not leases; no exclusive use 24/7; use is restricted	
Concession agreements	Not leases; use is restricted	
Franchise agreements	Not leases; use is restricted	
Licenses	Not leases; use is restricted	
Easements	Not leases; use is restricted	
Short term, one time rentals	Not leases; use is restricted	
Purchase of land/buildings for covered use	Purchases of land for City use is not covered by the proposed revised sections of 2.07.03; however, leases of non-City owned lands/facilities for a covered use are covered.	

Use agreements are not leases and are not covered by the initiative. Most use agreements are not 24/7 long term agreements and the use is limited to the specific activities listed in the use agreement. For example, the Tennis Center pro shop agreement is for the use of the building for tennis related equipment sales. If it was a lease, the lessee could use the building to sell anything legal, which might not be tennis related.

Examples of current and recent property transaction types representing over 150 parcels are provided in Attachment B. The transactions are categorized as a narrow interpretation; broad interpretation; questionable whether covered; and, not covered by the initiative.

These interpretations are for illustrative purposes and final determinations are to be made by the City Council at the time a transaction is being considered.

# Impacts Analysis Provided by Cal. Elec. Code §9212(a)

Management Partners considered the language provided in the ballot initiative, the types of real property the City currently owns or could potentially own in the future, and the types of real property transactions in which the City has entered in determining the impacts under the provisions of the Election Code.

### Fiscal Impacts [Cal Elec. Code §9212(a)(1)]

California Election Code §9212(a)(1) allows for an analysis regarding the fiscal impacts of the proposed measure. The Code also allows for an analysis on

...impact on funding infrastructure of all types... (and) whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.

There are many variables that make it difficult to accurately quantify the financial impact of the proposed measure in many areas.

Table 9 identifies the following areas in which fiscal impacts might be experienced. Some impacts such as election costs are more likely than others; all those identified as being possible have been included.

Table 9. Potential Fiscal Impacts of the Initiative

Category	Description	Fiscal Impact	Comments
Election Costs – Santa Clara County	Cost of placing measures on the ballot will vary according to frequency, if other measures are on the ballot, and timing. Placing the currently proposed initiative on the November 2016 ballot is estimated to cost approximately \$41,000 to \$80,000 dependent on whether other measures are placed on the ballot.	General Election – Single Measure: approximately \$80,000  Special and Uniform District Election Law (UDEL) Election: between about \$520,000 and \$700,000  All Elections – Additional Measure:	General elections for the City of Sunnyvale occur in November of even-numbered years. UDEL elections, which are elections counties are obligated to provide for special districts, occur in November of odd-numbered years. All other elections are considered special elections for the City. This includes, for example, March primary elections.
		approximately \$41,000	
Election Costs – City of Sunnyvale	City's costs incurred such as legal notices, translating ballot into several languages.	Election administration costs – \$4,000 to \$8,000	City Clerk, City Attorney, and City staff labor costs are excluded. Significant increases in the number of elections could require seasonal part-time staff.
Legal and Administration Costs	Costs incurred to analyze and litigate property transactions subject to the initiative; administration costs in preparing staff reports, resolutions, and other analyses relative to taking a transaction to voters.	Legal costs – Excess of \$100,000 each time a transaction must be defended  Administration costs – undetermined; dependent on existing capacity and increased staffing and consulting services required	N/A

Category	Description	Fiscal Impact	Comments
Decision Against Transaction (net loss)	If the cost of placing a measure on the ballot exceeds the revenues likely to be generated from the lease or sale, then the City may decide not to proceed with a ballot measure.	Magnitude dependent on lost revenue streams such as:  • Lease revenues  • Sales proceeds  • Property tax  • Possessory interest tax  • Sales tax	N/A
Time Delays/ Opportunity Costs/Lost Revenue	Lost opportunities of public/private partnerships, leases, sales, and swaps on covered properties due to the time delays and uncertainties caused by the need for a public vote.	Undetermined; dependent on magnitude of lost revenue streams such as:  • Lease revenues • Sales proceeds • Property tax • Possessory interest tax • Sales tax	Defeated measure may cost the City in lost rents, opportunities for beneficial land swaps, property sale income, and similar revenue. Current annual rental income from properties covered under the narrow interpretation of the initiative is approximately \$600,000.
Grant Funding	Property transactions such as parks acquisition or land swaps to expand open space could be the subject of grant funding from various non-profit or governmental agencies.	Undetermined; dependent on grant opportunities available. If property was pledged, it is unlikely that the City could meet application deadlines when a ballot measure is required.	While acquisitions are not specifically covered, some state and federal assistance requires reversion of property to the state or federal government in case of default; these would be considered a transfer (pledge) of property. Such a default would be in conflict with a law requiring voter approval for sale of covered properties.
Cost of Funds	Potential negative impact on cost of funds (interest rates) of borrowing against City property for infrastructure improvements if voter approval is required for underlying property transaction that would not have been required for the borrowing itself.	Undetermined; incremental interest costs associated with potential higher interest rates on long-term debt	City will need to address this matter with its financial advisors and/or bond legal counsel to determine potential impact on City's Issuer Credit Rating (Moody's Aaa; S&P AAA)

Category	Description	Fiscal Impact	Comments
Funding Mechanisms	While acquisition of property is not included in the initiative, leases are. If Certificates of Participation (COPs) and other funding mechanisms using leaseback financing are proposed as a funding mechanism, a ballot measure would likely be required.	Potential greater cost of land acquisition either through elections costs or use of a less cost-effective funding mechanism.	N/A
Land Banking	Historically, land continues to grow in value. To the extent the initiative discourages property sales in the short term, the greater the City's net worth in the future.	Likely increase in City's net worth over time. Also may facilitate financing of future facility needs if property is already available and does not need to be purchased.	N/A
Property / Sales Tax Revenue	Conversion of City property to non-public use can raise property tax revenues for the City and all other taxing entities that received property taxes; for leased property, opportunity to collect possessory interest revenues on value of lease; potential increases in sales and use taxes.	Undetermined; dependent on magnitude of lost revenue streams such as:  • Property tax • Possessory interest tax • Sales tax	N/A
Infrastructure Costs	Inability to liquidate property in which costs of maintaining or improving infrastructure (e.g., streets, storm drains, water, wastewater, sidewalks/pathways, buildings, landscaping, other above-ground improvements) outweigh the benefits of keeping the property to provide city services.	Undetermined; dependent on magnitude of additional infrastructure maintenance costs.	N/A

### **Past Property Transaction Analysis**

One way to consider fiscal impacts is to review past property transaction data (leases, property sales and purchases, etc.) as though the initiative had been in effect at that time. In the past three years, the City of Sunnyvale received an average of about \$568,000 in annual rental income from new or renewed leases on properties that would have been subject to the initiative under the narrow interpretation described previously. A total of 16 leases fit that category, with the largest single lease rental amount of \$340,000 coming from NOVA for their main office in the Sunnyvale Office Center at 505 West Olive Avenue. Other relevant properties are smaller office rentals in the Sunnyvale Office Center and the courthouse parking lot.

As indicated in Table 14 in Attachment B to this report, the City currently oversees 110 separate property-related agreements, 36 of which might possibly be interpreted as being subject to the proposed initiative. Each agreement would likely need to be placed on the ballot as a separate measure. Since placing a measure on the ballot costs a minimum of \$41,000, and could cost significantly more if there is not another initiative on the ballot, it is unlikely the City would have placed any of these individual leases on the ballot except perhaps the main NOVA lease.

Moreover, coordinating the business needs of the various lease tenants would make such an endeavor problematic in that their individual business needs may not allow for the uncertainty associated with an election to approve a lease. The City could also have identified a master leaseholder (e.g., a commercial property manager) with whom to enter into a lease agreement that would allow that lessee to sublet the properties under the term of a longer-term lease agreement. Nevertheless, if a ballot measure failed, or the City decided it would not be cost-effective to place the leases on the ballot, the full \$568,000 would be lost.

Very short-term leases, such as three construction staging area leases during the three-year time period, are too time-sensitive and short term to go on any ballot. These leases are not included in the figures above. If the initiative passes, the City perhaps will be able to set up such short-term uses via agreements and permits rather than leases to achieve the same results. If not, this could cause additional loss of revenue and have adverse economic development impacts.

There were no sales of property that would have been subject to the initiative in the past three years except the pending sale of the Raynor Activity Center approved by the City Council in late 2013. If the initiative had been in effect, the sale would have required voter approval under the measure, requiring the City to incur election costs discussed previously. If the voters did not approve, the potential sale income of \$14,050,000 would be lost.

# Consistency with General Plan and Housing Element [Cal Elec. Code §9212(a)(2)]

California Election Code §9212(a)(2) allows for an analysis regarding the proposed measure's effect on the internal consistency of the city's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

The City of Sunnyvale adopted a revised consolidated General Plan on July 26, 2011. As required by state law, it adopted a 2015-2023 Housing Element to its General Plan on December 16, 2014, certified as being in conformance with state law by the State Department of Housing and Community Development on January 20, 2015.

The initiative would not directly affect the use of land or establish an internal inconsistency, but it would affect the City's ability to implement certain of its General Plan policies by establishing a significant new hurdle in regard to the City's ability to flexibly and creatively use its' publicly owned or leased land resources. Requiring voter approval to modify the use of a "community service amenity" could be a significant disincentive for other public institutions and private entities to make land available for public use.

In addition to the increased uncertainty associated with any voter referral, the election process would add several months to a proposed project's timeframe, and there would be potentially significant costs associated with mounting an effective information campaign so voters are informed about the project. The increased costs and uncertainty would affect the following General Plan policies:

• LT 4-14(f): Promote co-locating government (federal, state, county and city) activities to improve access to the community-at-large.

This policy would generally be accomplished by relocating existing government facilities to or from other properties owned by other private or public property owners. The initiative would have a positive impact in community involvement by allowing the public to have a say in the decisions about co-location of such facilities. The initiative would, however, introduce complexities in the ability to efficiently implement this General Plan provision, and would create potential uncertainties that would be challenging for other public agencies and private property owners to participate in such opportunities.

• LT 8.8: Support the acquisition or joint use through agreements with partners of suitable sites to enhance Sunnyvale's open spaces and recreational facilities, based on community need and through such strategies as development of easements and rights of way for open space use, conversion of sites to open space from developed use of land.

While it may be possible to structure agreements to expand the availability of open space and recreational facilities with the City's private and public partners so as not to be affected by the initiative, those partners will be unlikely to engage in any agreement that would then require voter approval to modify, and may be reticent to enter into agreements with the City until the courts have fully defined the limits of the initiative's reach.

• CC 10-6: Leverage valuable resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities, and services, in order to maximize benefits to the community, partners may include but are not limited to, school districts, non-profit groups, governmental agencies, and businesses.

The comments for the previous policy also apply to this one: partners will likely want assurances that any partnership with the City involving the public use of their land will not be subject to later voter action.

The General Plan also incorporates key initiatives from 2006 and 2009 studies related to the need for increased open space and to address areas in the City with "service gaps." The key initiatives are incorporated by reference into the General Plan (pages 3-37 and 3-38). Those studies

suggested that the City sell certain public sites and underutilized facilities and use the proceeds to purchase sites that would better serve underserved portions of the community, and/or upgrade facilities. These initiatives result from a recognition that the needs for community amenities change over time, and that the City must be prepared to creatively adjust to changing needs with its limited land and fiscal resources, and tap into other public and private sources to help meet those changing needs. The proposed ballot initiative would establish a new and potentially costly step in that process of adjustment, and, as noted above, may discourage outside parties from partnering with the City.

In regard to the Housing Element, the City has identified specific parcels where it expects to accommodate its regional share of housing for all income groups for the next eight years. The desire to provide housing for all income groups is a requirement of state law, and is also one of the Citywide Vision Goals (VI) of the General Plan.

As discussed in the Housing Element, the City was assigned a regional share of 5,452 units for the 2015-2023 planning period. The City demonstrates in its Housing Element that it has the capacity to accommodate 5,849 units, or an excess of capacity of 397 units. None of the sites identified in the Housing Element for meeting housing needs would be affected by the initiative. However, as noted in the Housing Element, there is almost no vacant land in Sunnyvale available for residential development. Almost all of the land identified to meet its regional share of housing is underutilized land.

The City is required to update its Housing Element every eight years and as the year 2022 approaches, the City will once again need to inventory its land and identify opportunities for additional housing. At that point, the initiative may constrain the City's ability to creatively use its own land resources (such as parking lots) to address housing needs. While the initiative would not make it impossible to use City-owned properties for housing, it would establish a significant hurdle if that use involved land swaps, leases or other ways in which surplus city property is made available for housing.

Government Code Chapter 4.2, Section 65913 requires cities to provide for the affordable housing needs of the community. As discussed above in regard to the Housing Element, the initiative would not affect the City's ability to meet its identified regional share of housing needs over the eight-year timeframe of the Housing Element.

Government Code Chapter 4.3, Section 65915 requires cities to offer density bonuses as an incentive for the provision of affordable housing. The initiative would not affect the City's ability to comply with state density bonus provisions.

### Land Use and Housing [Cal Elec. Code §9212(a)(3)]

California Election Code §9212(a)(3) allows for an analysis regarding the proposed measure's effect on the use of land, the impact on the availability and location of housing, and the ability of the City to meet its regional housing needs.

As noted above, the initiative would not have an impact on the City's ability over the next seven years to meet its share of regional housing needs. Because the amount of land affected by the initiative is relatively small compared to the City as a whole, and because the vast majority of the land subject to the initiative would not be subject to change (e.g., most parks and community facilities) under foreseeable circumstances, the overall impact on the "use of land" is insignificant.

### Infrastructure Impacts [Cal Elec. Code §9212(a)(4)]

California Election Code §9212(a)(4) allows for an analysis regarding the proposed measure's effect on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.

As indicated in the Fiscal Impacts Section above [§9212(a)(1)], the initiative could have an adverse impact on the ability to fund infrastructure improvements to the extent the underlying infrastructure was considered a covered property under the measure. Impacts identified in Table 9 above that are relevant to this section include:

• Grant Funding. There may be potential delays in meeting application deadlines for grants to purchase or improve parks or other covered community service amenities. For example, grants or loans by certain federal or state agencies carry provisions where the granting agency will take over the operation or ownership if the City defaults on a loan or attempts to sell the property. Pledging such an interest in the property to the granting agency has the opportunity to convey an interest in the

- real property, which could be viewed as a potential transfer of real property, and thus would be a covered transaction under the initiative requiring a vote. This could result in missing the application deadline.
- <u>Funding Mechanisms</u>. To the extent the infrastructure improvements on covered property would require debt financing including security in the land, there is the potential that such financing might be more difficult to obtain if having to go through an election for approval.
- <u>Infrastructure Costs</u>. As indicated earlier, the inability to liquidate
  property that has become a net financial burden to the City could
  increase the City's costs in maintaining such property or
  infrastructure until which time voters would approve disposition
  or another solution to reducing the infrastructure burden were
  identified.

In addition, cities and school districts have begun to work more closely to share facilities, especially in the area of athletic fields, swimming pools, and playgrounds. The City currently has several joint use agreements with various schools as indicated in Attachment B to this report and as discussed earlier. To the extent the City and its various school districts wish to explore further sharing of facilities in an effort to reduce infrastructure costs, and those underlying agreements could otherwise be determined to be a transaction that is covered by this initiative, it may have the impact of delaying or, if not approved by voters, negating any potential infrastructure cost sharing that may exist between the City and school districts.

It is undetermined if the initiative would have any significant impacts of infrastructure costs directly on residents or businesses. The potential exists that should the City be unable to sell or transfer a covered property with infrastructure costs that were becoming burdensome, the City could look into establishing a funding mechanism such as a landscaping or lighting district, community facilities district, or other type of parcel-assessed revenue mechanism that assesses property owners for the upkeep of that property.

# Business Attraction, Retention, and Employment [Cal Elec. Code §9212(a)(5)]

California Election Code §9212(a)(5) allows for an analysis regarding the economic development impacts of the measure. Specifically, the Code

identifies the "impact on the community's ability to attract and retain business and employment."

While the City and the region are in the midst of strong economic expansion at nearly all-time low unemployment levels and commercial vacancy rates, such thriving conditions are likely to fluctuate with future economic cycles. Table 10 details the following impacts that could be experienced in the future.

Table 10. Business Retention, Attraction and Employment Impacts

Category	Description	Economic Development Impact	Comments
Time Delays / Opportunity Costs	Inability of the City to take advantage of opportunities to encourage economic development or fill vacancies in existing commercial space owned by the City and covered by the initiative	Potentially will negatively impact:	Examples are the City- owned leased parcels on Olive Avenue, originally purchased for civic center expansion.
Community Business Friendly Environment	Possible adverse impact on companies choosing to invest in Sunnyvale due to complications with land transactions, such as land swaps, that might include even small amounts of City property that might be considered covered by the initiative.	Potentially will negatively impact:	Many uncertainties exist, such as whether a property is covered by the initiative and whether a ballot measure might be approved. These might discourage consideration of possible beneficial transactions and partnerships with local business, non-profits or other government agencies in support of regional economic development.

Category	Description	Economic Development Impact	Comments
Public Lands Preservation	Positive impact in attracting residents and businesses by maintaining existing open space, park lands, recreational amenities, and other public lands for the enjoyment of those who live or work in the community	The initiative could have positive impacts on economic development initiatives as a result of the protection of public lands such as:  Business attraction Business retention Employment opportunities within the community Property tax (secured and unsecured) Sales tax	The business community's use of amenities such as athletic fields, sports facilities, bike and walking trails are supportive of the City's business-friendly environment.

### Vacant Land [Cal Elec. Code §9212(a)(6)]

California Election Code §9212(a)(6) allows for an analysis regarding the impact on the uses of vacant parcels of land.

Sunnyvale is essentially a built-out community with relatively few vacant parcels of land within its municipal boundaries. In regards to City-owned vacant parcels, the City's vacant land inventory includes parcels like the following:

- Vacant lot behind the Sunnyvale Officer Center located at Charles Street, which currently houses the Charles Street Gardens. This property would be subject to the initiative.
- Vacant lot located on Fair Oaks Way and Highway 237, which is
  occasionally used as a temporary construction staging area and
  not otherwise accessible to the public. This property is likely not
  covered by the initiative.
- 365 and 407 Mathilda Avenue undeveloped parcels zoned for residential use. These properties are likely not covered by the initiative.

With regards to other vacant parcels throughout the City that are privately owned, and as discussed in regards to real property transaction types, there is the potential that the initiative could apply to the City's desire to obtain private property either through land swaps, leases, or other agreements that might be subject to the initiative and for the purposes described.

Nevertheless, the initiative's overall impact on the uses of vacant land are negligible for all practical purposes.

# Agricultural Lands, Open Space, Traffic Conditions, Business Districts and Revitalization Areas [Cal Elec. Code §9212(a)(7)]

California Election Code §9212(a)(7) allows for an analysis regarding the impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.

Each of these areas is addressed below.

### **Agricultural Lands**

Sunnyvale no longer has any prime agricultural lands covered under the Williamson Act.

### **Open Space**

The City owns and maintains 329 park acres across 21 parks. This does not include open space accessible to the community that is owned by others.

One of the main goals of the initiative is "to maintain open space in the city." If the initiative were adopted, it would serve to maintain open space for the enjoyment of the community by allowing the community to have a say as to whether that space should be converted to another use. The measure would have the opportunity to have a positive impact on the protection of open space.

#### **Traffic Conditions**

Traffic congestion is typically managed through city rights-of-way. The initiative does not address rights-of-way, and our analysis indicates that they would not be covered under the initiative.

Although not likely, there is the potential that the City could convert covered property to assist in relieving traffic congestion which would then require voter approval to proceed with the project, such as City properties described as excess roadway strips that are adjacent to existing roadways and are not currently part of the roadway system, but could be at some future point. These properties could be covered by the initiative depending on a number of factors that will need to be evaluated on a

case-by-case basis. For instance, the source of funds used to acquire the property, the use of the property at the time it was acquired, and the planned use of the property at the time City funds were spent to acquire it will need to be considered as to whether the property is covered by the initiative.

Multi-use trails promote recreational amenities, and also serve to provide traffic relief to allow opportunities for drivers to get out of their cars. In some regards, this initiative could serve to assist in that area by protecting opportunities for the conversion of pedways that might be used as a transportation alternative to increasing street traffic. This is consistent with the provisions of the City's Bicycle Plan adopted in 2006.

The Land Use and Transportation Element of the City's General Plan from July 2011 includes various goals and policy statements to address transportation efficiency issues in Sunnyvale. One of the policy action items is encouraging mixed use developments that provide pedestrian scale and transit-oriented services and amenities. With the exception of the potential conversion of a covered property that would serve to assist in providing traffic congestion relief, the initiative does not conflict with any of the transportation policies established in the City's General Plan.

### **Business Districts**

The City has one business improvement district known as the Downtown Sunnyvale Business Improvement District. It is within the boundaries of Sunnyvale, Iowa, Mathilda and Evelyn Avenues. The initiative is expected to have little or no impact on the business district, as the property zoned within that area is not considered covered property as it relates to this initiative.

The City also has a Downtown Parking Maintenance District, which assesses property owners in three of the four benefit zones identified in the Engineer's Report for the district. These assessment revenues are used by the City to, "pay debt service, operations, maintenance and improvement costs" associated with the parking lots in the downtown area. Creation of the district was established through a vote of the property owners affected. The proposed initiative does not have a direct impact on the district in regards to levying assessments on the affected property owners or the maintenance operations of the district. The underlying property, the parking lots, are identified as covered properties under the provisions of the proposed initiative; however the assessment

district itself is not covered by the initiative and, thus, there are no impacts to it.

### **Revitalization Areas**

The City currently has two planned priority development areas (PDAs) and three potential PDAs. These areas, their description, and potential impacts, are identified in Table 11.

Table 11. Priority Development Areas

Priority Development Area	Area Size (net acres)	Description	Potential Impacts of Initiative on PDAs
Planned Areas			
Downtown and Caltrain Station	227	Transit town center served by bus rapid transit (BRT) and Caltrain	No impact. The Downtown Specific Plan includes the properties collectively known as the Charles Street Properties, which are more fully described below. These properties are not covered by the initiative.
El Camino Real Corridor	320	Mixed-use corridor (commercial, residential)	Potential impact. PDA includes the following covered properties:  Sunnyvale Civic Center  Las Palmas Park (north portion)  Community Center (north portion)  Sunken Gardens Golf Course (southwest portion)  Landscaped Parcel at El Camino Real/Wolfe Road/ Fremont Avenue  The current PDA plans do not suggest redeveloping these parcels for other uses, but if those plans ever changed, they could be subject to the initiative under a covered transaction (e.g., sale, lease, land swap, transfer).
Potential Areas			
East Sunnyvale	413	Urban neighborhood with the potential to convert industrial areas to medium density housing	Little impact. Swegles Park is located within this PDA, which would be a covered property. Current plans do not anticipate redeveloping this parcel for other uses, but if those plans ever changed, it could be subject to the initiative under a covered transaction (e.g., sale, lease, land swap, transfer).
Lawrence Station Transit Village	319	Transit neighborhood served by Caltrain	No impact. The Unilever site, more fully described below, is located within this priority development area, however it is not considered a covered property under the initiative.

Priority Development Area	Area Size (net acres)	Description	Potential Impacts of Initiative on PDAs
Tasman Crossing	150	Transit neighborhood served by Valley Transportation Authority's light rail system with the potential to convert industrial to residential	Little impact. PDA includes the following covered properties:  • Seven Seas Park • Vacant Parcel at Fair Oaks Way and SR-237  The current PDA plans do not suggest redeveloping these parcels for other uses, but if those plans ever changed, it could be subject to the initiative under a covered transaction (e.g., sale, lease, land swap, transfer).  It is also noted that the PDA area includes the John W. Christian Greenbelt area, which is owned by the San Francisco Public Utilities Commission but is landscaped by the City under a maintenance agreement. This is not owned by the City and, thus, is not a covered property under the initiative.

# Other Matters Requested by City Council [Cal Elec. Code §9212(a)(8)]

At its April 21, 2015 meeting, the City Council also directed staff to analyze specific transactions in the past and the impacts this initiative would have had on those transactions to better understand the applicability of the initiative based upon real property transactions conducted by the City.

## Armory Site/Onizuka Air Force Station/Fire Station #5

The Onizuka Air Force Station (OAFS), located at Mathilda Avenue and Innovation Way, was designated for closure in 2005 under the Base Realignment and Closure (BRAC) process. In December 2011, the City adopted a Redevelopment Plan for the OAFS. As part of this plan, the City received a portion of the approximately 19-acre property: a one-acre parcel to expand an adjacent City fire station and two parcels (totaling 5.019 acres) for homeless housing. Through the BRAC process, two housing providers (MidPen Housing and Charities Housing) filed claims to build homeless housing on the two parcels, and the City accepted these

claims with adoption of the plan. However, the plan also allowed the City to work with the housing providers to transfer the homeless housing claims to another site, and the Armory site was tentatively identified as an alternative location.

The Armory site is located at 620 East Maude Avenue between Wolfe and Fair Oaks. The site was previously occupied by the National Guard Armory, which also subleased the facility for a homeless shelter during the winter months. The National Guard leased the property from the City of Sunnyvale until June 2011. Additionally, the property was subleased to operate a cold weather homeless shelter during the winter months with funding from the County of Santa Clara. After the National Guard vacated the property the site continued to be used for a cold weather homeless shelter until March 2014.

In 2013, the City and housing providers formally approved transferring the homeless housing claims from the Onizuka parcels to the Armory site. The proposal required changing the General Plan and zoning designations from medium density to high density residential. In addition, development applications were approved for both providers to construct separate affordable housing projects on the property, including housing units targeted for the homeless. The City entered into a 90-year ground lease with each housing provider, and funded the leases through a \$7.4 million loan to the providers using Housing Mitigation Funds. The City provided additional assistance for construction of both projects through allocation of federal HOME funds. Construction of the first project was completed in June 2015, and the second project will be completed in the spring of 2016.

The three Onizuka parcels are currently vacant and are not being used for a covered purpose under the initiative. Through a development agreement with a private developer, approved by the City Council in December 2013, a land swap was approved to exchange the one-acre fire station parcel and adjacent City fire station site, Fire Station #5 (total 1.75 acres) for a nearby two-acre parcel on which the developer would construct a new public safety facility for the City. Construction of the new facility is underway. The land swap will occur in spring 2016 after the facility is completed. While the homeless housing claims have been released on the 4.6-acre parcel, the future use of this parcel has not been established.

There were two separate transactions for these properties. The impacts of the initiative on these transactions, had the initiative been in place at the time, are identified below.

- Transferring Onizuka parcel with Armory site for affordable housing.
  - o The new use of the site is affordable housing, and the ground leases and funding sources (Housing Mitigation and HOME funds) limit the use of the property to affordable housing. Affordable housing is not a covered purpose in the initiative. However, given the prior use of the site as a cold-weather homeless shelter, under a broad interpretation of the initiative language, the property would likely have been considered a CSA. Given that use, the transfer would likely have required a vote.
- Swapping Onizuka parcels and City-owned land for Fire Station #5 with land provided by a developer.
  - O As indicated previously, under a narrow interpretation of the initiative, fire stations are not considered subject to the initiative and, thus, would not have required an election. Under a broad interpretation, however, the fire station could have been considered a CSA, and therefore would have been covered by the initiative requiring an election.

### **Non-City Property**

### School District Property under Joint Use Agreement

The City, on occasion, has entered into joint use agreements with the Cupertino Union School District, Fremont Unified High School District and Sunnyvale School District for the use of swimming pools or other outdoor spaces for recreation programs or activities. As indicated earlier, the proposed initiative does not specifically mention joint use agreements as a covered transaction type and, therefore, these types of transactions would not be subject to the proposed initiative.

### Santa Clara Valley Water District Property

The City Council requested information on whether the initiative would apply to property owned by the Santa Clara Valley Water District property that is located within the City. The initiative does not apply to any decisions that the Water District makes in regards to the use of its

property. If the City, however, wanted to lease their property and the intended use would be covered as one of the uses under the proposed initiative, the transaction would likely require a measure placed before voters.

#### Private Property Including Public Open Space

The City has approved certain development projects that require space to be provided on the development site that is open space for public use. The developers and/or subsequent property owners retain ownership of the property. Since the property is owned by private parties, the initiative would not apply to those properties where the property owners change its use. In the case where the City is required to rezone the property or otherwise provide approval to remove the specific use of that portion of the property as open space, this decision would still be within the City's purview without requiring a vote as the proposed initiative does not prohibit the City's ability to exercise its authority over land use decisions.

#### Private Property Leased by the City

From time to time, the City may desire to lease property from private property owners for various uses. To the extent that those uses are covered uses under the initiative (e.g., parks, open space, or community service amenities), those transactions would likely be covered under the proposed initiative and would require a ballot measure for voter approval.

#### Raynor Activity Center/Stratford School (1500 Partridge Avenue)

The Raynor Activity Center (RAC) is part of a larger 14.67 acre parcel that encompasses Raynor Park. The property was purchased by the City in 1979 from the Santa Clara Unified School District. The RAC, which represented former school buildings of the School District, includes 22 classrooms in eight buildings and the adjacent parking lots. The area consisting of the RAC totals approximately 3.5 acres. The City used the RAC for a variety of purposes following its purchase, such as storage of surplus furniture. Over the years, portions of the RAC were leased to entities such as a private preschool, a gymnastics club and a philatelic library. The site also contained artist studios that were rented by individual artists.

The City Council subsequently decided to sell the RAC, and in November 2013 approved a purchase and sale agreement to sell it, subject to certain

conditions, to Stratford School, Inc. The City also agreed to enter a Joint Use Agreement (JUA) with Stratford if the sale were effectuated that defined portions of the adjacent Raynor Park for which Stratford would be allowed priority use during weekday school hours (9 a.m. to 3 p.m.), and certain hours after school.

Although the RAC facilities were leased by the City to various individual businesses and therefore used by the City to provide community service amenities, the transaction would most likely be covered under the initiative because the facility is adjacent to a park and provides supplemental public parking for the park.

The JUA would not be covered under the proposed initiative as the terms of that agreement do not change the nature of that agreement into a lease. The school is allowed "priority use", not "exclusive use" of Raynor Park. The agreement states that "at times during the [hours and scheduled defined in the JUA] when the [areas] are not actually being used by Stratford, the area will be available for public use." The JUA is similar to the current agreements with local sports leagues that use City parks, which are not considered a lease, and therefore, not considered a covered transaction by the City. The JUA is also similar to the use agreement the City has with school districts for after school use of their facilities, which are not covered by the proposed initiative.

#### **Google Fiber Project**

Sunnyvale is on a short list of cities that include Mountain View, Palo Alto, and Santa Clara working with Google to explore the possibility of bringing Google's high-speed fiber broadband network to the area. The project would include the build-out of a fiber optic network throughout Sunnyvale. Implementation of this network would primarily occur in the City's rights-of-way and public utility easements through installation of fiber in either underground conduits or above-ground utility poles or other structures.

City rights-of-way are not a covered property under the initiative as was noted above. It would not appear that the initiative would have any significant impact on the Google Fiber project.

Nevertheless, to the extent that any properties would be needed to house above-ground utility boxes on a covered property (e.g., above-ground equipment closet located in a public park), there is the potential that placement would be subject to the initiative if it provided for the lease,

transfer, or sale of such property. Easements, licenses and use agreements have been determined to not be covered by the initiative. However, if the form of agreement was for a lease on covered property, the transaction could be subject to the initiative.

#### **Community Choice Energy Project**

AB 117 (2002) enables communities to form community choice aggregations (CCAs) to create alternatives to investor-owned utilities for the procurement of electricity. CCAs allow communities to gain greater control of electricity and energy pricing. They can provide local economic benefits with reduced power costs, and the opportunity to accelerate the implementation of clean power initiatives such as solar. Sunnyvale is actively engaged in exploring these opportunities through its Community Choice Energy project. This project could involve the installation of clean energy generation equipment such as solar panels or wind-powered generators on various properties throughout the City.

On its own, the Community Choice Energy project would not be subject to the initiative. However, depending on the business model used in developing the project, it could be subject to the initiative. A turnkey project that allows a third party to own and operate the power generation facilities could make the project subject to the initiative. For example, if the City approves a third party placing clean energy equipment on covered properties under agreements such as leases, sales, land swaps, or other covered transactions, those agreements would require an election. If, however, the City were to own the equipment it places on covered properties, the City would have the right to use that property in operating its own utility.

# Charles Street Properties (344, 388 and 406 Charles Street and 365, 377, 378, 379 and 407 Mathilda Avenue)

The Charles Street Properties identified above are City-owned parcels that were purchased many years ago to land bank as part of the City's long-term goals in the Downtown Specific Plan. The 365 and 407 Mathilda Avenue properties are currently vacant land but are considered as adjuncts to the residential properties that surround them. The other properties are single-family homes under various leases that are not accessible to the general public and are not being used for a covered use under the initiative. Accordingly, these properties are not considered covered under the initiative.

The City recently authorized the purchase of four additional parcels with the addresses of 396 and 402 Charles Street, and 397 and 403 Mathilda Avenue. These properties are being purchased consistent with the other adjacent properties; that is for land banking purposes relative to the long-term goals of the Downtown Specific Plan.

The planned purchase of these properties would not be considered covered under the initiative if the ordinance were in effect at the time of the purchase. The purposes for the acquisition are not within the scope of the covered uses nor are the possible purchase transactions covered by the initiative.

#### **Unilever Building (1484 Kifer Road)**

This property was donated to the City many years ago, but was encumbered with a lease to the Unilever Corporation that the City was required to honor as part of the donor's restrictions. Unilever has ceased production at the facility and is preparing to vacate the site in the next few months. At that point, the City could sell the property or repurpose it for other uses. The site has only ever been used for commercial purposes through the lease with Unilever, and is zoned as industrial and service use (i.e., commercial).

The site has never been used to provide City services or otherwise designated for a use covered under the initiative. Accordingly, this property would not be covered under the initiative and if the City determined to renew the lease with the existing tenant, sell, or repurpose the property, it would not be subject to the provisions of the initiative.

#### Stevens Creek Trail Feasibility Study

The City of Sunnyvale is currently taking the lead in partnership with the Cities of Cupertino, Los Altos, and Mountain View to study the feasibility of extending the Stevens Creek Trail. Some of the segments being considered would extend the trail over land owned by the Santa Clara Valley Water District, PG&E, the City of Mountain View and the City of Sunnyvale.

Extending the trail over properties that are not currently owned by the City of Sunnyvale would require some type of new agreement with the property owner to allow this new use. The initiative has no restrictions for the City to acquire new property via purchase, but it would likely restrict the City's ability to enter leases or make land swaps without a

prior vote. Based on our interpretation, the initiative would also not restrict the City from entering maintenance agreements or joint use agreement on its property or the property of third parties.

At this time routes for the Stevens Creek Trail have not been selected. What types of property transactions will be needed to implement the future trail are still unknown, so the effects of the initiative on this project remain largely unknown.

#### **Effect on Negotiating Community Benefits**

When processing land development applications for large projects, the City often negotiates with an applicant to provide some form of community benefit in addition to mitigating project impacts and paying established fees. The details of community benefit contributions are typically included in development agreements with an applicant.

The types of community benefits can vary widely from paying additional fees to improving infrastructure, which sometimes can include City property. Determining how the initiative could affect future community benefit contributions cannot be determined without a case-by-case analysis. However, in future community benefit negotiations the City would generally avoid transactions that would involve leases or land swaps. The time necessary to hold an election would make it impractical to consider community benefits that would be covered by the initiative.

A recent example of a community benefit that involved City property was the construction of Fire Station #5. As noted above, the construction of a new fire station was dependent on a land swap that would be covered by the initiative under a broad interpretation that fire stations are a community service amenity. Because development applications are always time sensitive, had an election been required, it's unlikely that construction of Fire Station #5 would have been offered as a community benefit.

# Process Decision Tree – Steps for Evaluating Future Property Transactions

If the initiative is adopted, the City would follow a process for every property transaction to determine whether a vote was required. A decision tree has been developed to assist in understanding the steps needed. A sample Process Decision Tree is provided in Attachment C.

### Conclusion

The initiative would likely have positive impacts as it pertains to the potential protection of parks, open space, and community amenities within the City. Since the initiative requires a vote of the people, the ultimate impacts in protecting parks, open space and community amenities would ultimately be based upon the outcome of each measure placed before voters. The initiative would, however, allow the community to have a say in the real property decisions made by the City relative to the uses of such lands, and would serve as greater protection in ensuring that the parks and open spaces are preserved for those uses until which time a majority of the community determines that their uses should be changed in a real property transaction.

If the initiative were approved by voters, the City's business processes would require significant change to ensure that every future real property transaction is considered relative to the amended ordinance. In doing so, the City must rely on the language of the initiative rather than the intent in determining whether or not a real property transaction requires a vote of the people. This adds a level of complexity in interpreting the language of the initiative, and the City will need to rely heavily on legal counsel to interpret the amended ordinance's impact on each transaction. It is clear that the measure would impact the operations of the City Clerk, City Attorney, and other administrative departments that process real property transactions on a recurring basis. Yet given the nature and extent of real property transactions in which the City regularly engages, it is foreseeable that the measure could have a significant adverse impact on many other City departments, which will ultimately impact the City's ability to continue to provide services based on its current capacities, workloads and priorities.

This initiative will impact the City's ability to enter into real property transactions with third parties for those properties that have been identified in the proposed initiative as public parks and community service amenities. The impacts will likely center on four areas: fiscal

impact, the impact on funding infrastructure, the ability of the City to act in a timely manner, and business retention and employment.

### Attachment A – List of City Properties

Table 12 lists most of the current and recently owned City properties and categorizes them as being covered by the initiative. Categories include: narrow interpretations; broad interpretations, questionable interpretations; and not covered (excluded) by the initiative. This list is meant to provide examples and is not a final determination. Final determinations would be made at the time any transaction is being considered. It should be noted that properties owned or leased by the Successor Agency for the Redevelopment Agency of the City of Sunnyvale, a separate legal entity with a separate oversight board, are not City properties and are, thus, not included in this listing.

Table 12. Examples of City of Sunnyvale Current and Recently Owned Properties

					Current		
	APN#	Category	Site Description	Acreage	Use	Comments	Covered?
1	165-03-007	City administration	City Hall /Annex	6.80	Operations	Public Facility	Narrow
			City Hall Public				
2	165-02-002	City administration	Safety Parking Lot	0.20	Operations	Public Facility	Narrow
			City Hall Public				
3	165-02-001	City administration	Safety Parking Lot	0.20	Operations	Public Facility	Narrow
			ECR/Mathilda			Courthouse ParkingLeased City	
4	165-02-005	City administration	Landscape	2.60	Parking	Hall expansion	Narrow
			Public Safety				
5	165-02-003	City administration	Building	3.45	Operations	Public Facility	Narrow
6	165-04-019	City administration	SOC Vacant Lot	1.83	Recreation	Future City Hall Site	Narrow
			Sunnyvale Office				
7	165-04-020	City administration	Center	3.75	Commercial	Future City Hall Site - Leased	Narrow
8	211-24-036	Community center	Community Center	2.82	Recreation	Recreational Use	Narrow
	211-24-						
9	035/042	Community center	Community Center	29.33	Recreation	Recreational Use	Narrow
10	211-24-021	Community center	Community Center	0.89	Recreation	Recreational Use	Narrow
11	213-47-009	Gardens	Sunken Gardens	28.27	Recreation	Recreational Use	Narrow
			Muni Golf Course				
12	165-39-015	Golf course	East	31.48	Recreation	Recreational Use	Narrow

					Current		
	APN#	Category	Site Description	Acreage	Use	Comments	Covered?
		_	Muni Golf Course				
13	165-40-001	Golf course	South	21.45	Recreation	Recreational Use	Narrow
			Svle Muni Golf				
14	160-56-004	Golf course	Course	40.00	Recreation	Recreational Use	Narrow
15	165-04-001	Library	Library	6.14	Operations	Public Facility	Narrow
			Carol Street Parking				
16	209-05-047	Open space/public enjoyment	Lot	1.50	Parking	Downtown Parking	Narrow
			Charles Evelyn /				
17	165-14-046	Open space/public enjoyment	Parklot	0.58	Parking	Downtown Parking	Narrow
			Charles Evelyn /				
18	165-14-045	Open space/public enjoyment	Parklot	0.68	Parking	Downtown Parking	Narrow
			E. Mckinley / Carol				
19	209-10-060	Open space/public enjoyment	Park Lot	0.29	Parking	Downtown Parking	Narrow
20	200 05 075	, , , , , , , , , , , , , , , , , , , ,	Evelyn / Svle Ave.	0.00	D 1:		
20	209-06-076	Open space/public enjoyment	Parklot	0.09	Parking	Downtown Parking	Narrow
21	209-06-073	Open space/public enjoyment	Frances Parklot	1.40	Parking	Downtown Parking	Narrow
22	165-26-002	Open space/public enjoyment	Mathilda Sobrante	1.00	Parking	Underneath Overpass Parking	Narrow
23	209-06-082	Open space/public enjoyment	Multimodal Parklot	0.86	Parking	Downtown Parking	Narrow
			Sunnyvale /		9	Ţ.	
24	209-10-062	Open space/public enjoyment	McKinley Park Lot	0.58	Parking	Downtown Parking	Narrow
			Sunnyvale Ave Park				
25	209-06-071	Open space/public enjoyment	Lot	1.22	Parking	Downtown Parking	Narrow
			Under Mathilda				
26	No APN	Open space/public enjoyment	Overpass So.	0.50	Parking	Parking	Narrow
27	110-12-086	Park	234 Garner	0.15	Residential	Demolished for Park Expansion	Narrow
28	110-12-094	Park	252 Garner	0.15	Residential	Demolished for Park Expansion	Narrow
						Adjacent to Murphy Park -	
29	204-44-037	Park	263 Jackson Street	0.16	Residential	Vacant for park expansion	Narrow
30	110-12-091	Park	266 Garner	0.16	Residential	Demolished for Park Expansion	Narrow

	APN#	Category	Site Description	Acreage	Current Use	Comments	Covered?
	ALIGH	Category	Site Description	Acreage	036	For Park Expansion -sold 2015	covereu:
31	204-44-037	Park	279 Jackson Street	0.16	Residential	for affordable housing	Narrow
32	211-07-002	Park	Braly Park	3.13	Recreation	Public Park	Narrow
33	211-07-001	Park	Braly Park	1.89	Recreation	Public Park	Narrow
34	165-23-160	Park	Cannery Park	0.69	Recreation	Public Park	Narrow
35	202-27-002	Park	De Anza Park	9.29	Recreation	Public Park	Narrow
36	165-33-012	Park	Encinal Park	4.59	Recreation	Public Park	Narrow
37	205-19-002	Park	Fair Oaks Park	2.00	Recreation	Public Park	Narrow
38	104-18-063	Park	Fairwood Park	1.93	Recreation	Public Park	Narrow
39	198-28-031	Park	Greenwood Manor Park	0.04	Recreation	Public Park	Narrow
40	198-28-029	Park	Greenwood Manor Park	0.04	Recreation	Public Park	Narrow
41	110-24-038	Park	Lakewood Park	9.56	Recreation	Public Park	Narrow
42	201-35-002	Park	Las Palmas Driveway	0.18	Recreation	Public Park	Narrow
43	201-27-015	Park	Las Palmas Park	24.32	Recreation	Public Park	Narrow
44	204-44-037	Park	Murphy Park	0.16	Recreation	Public Park	Narrow
45	110-12-039	Park	Orchard Gardens Park	0.16	Recreation	Public Park	Narrow
46	309-37-003	Park	Ortega Park	9.48	Recreation	Public Park	Narrow
47	309-36-051	Park	Ortega Park	8.58	Recreation	Public Park	Narrow
48	309-12-033	Park	Panama Park	4.91	Recreation	Public Park	Narrow
49	209-07-025	Park	Plaza Del Sol	1.62	Recreation	Public Park	Narrow
50	213-27-002	Park	Ponderosa Park	9.10	Recreation	Public Park	Narrow
51	313-24-031	Park	Raynor Park	14.67	Recreation	Public Park	Narrow
52	320-09-065	Park	San Antonio Park	5.96	Recreation	Public Park	Narrow
53	323-26-013	Park	Serra Park	11.45	Recreation	Public Park	Narrow

	APN#	Category	Site Description	Acreage	Current Use	Comments	Covered?
							00101011
54	110-14-202	Park	Seven Seas Park	5.33	Recreation	Public Park	Narrow
55	205-55-040	Park	Swegles Park	0.91	Recreation	Public Park	Narrow
56	205-46-031	Park	Victory Village Park	0.73	Recreation	Public Park	Narrow
57	165-11-001	Park	Washington Park	11.85	Recreation	Public Park	Narrow
					Flood		
58	211-28-035	Park/Open Space	Crescent Channel	0.76	Control	Adj. to Flood Control Channel	Narrow
			End of Remington		No Current	Part of Crk Trail Ext Study -	
59	202-39-041	Park/Open Space	Court	0.32	Use	Stevens Creek	Narrow
			End of Remington		No Current	Part of Crk Trail Ext Study -	
60	202-39-006	Park/Open Space	Court	2.48	Use	Stevens Creek	Narrow
					No Current		
61	198-25-042	Park/Open Space	Girl Scout House	0.05	Use	Demolished March 2015	Narrow
					Flood		
62	015-35-021	Park/Open Space	Guadalupe Slough	347.60	Control	Holding Pond	Narrow
					Flood		
63	015-35-018	Park/Open Space	Guadalupe Slough	6.65	Control	Holding Pond - In Alviso	Narrow
					Flood		
64	015-35-017	Park/Open Space	Guadalupe Slough	25.50	Control	Holding Pond - In Alviso	Narrow
					Flood		
65	015-35-007	Park/Open Space	Guadalupe Slough	89.10	Control	Holding Pond - In Alviso	Narrow
					Flood		
66	015-35-003	Park/Open Space	Guadalupe Slough	26.16	Control	Holding Pond	Narrow
					No Current	Part of Crk Trail Ext Study -	
67	202-38-042	Park/Open Space	Oak Avenue	2.13	Use	Stevens Creek	Narrow
					No Current		
68	198-27-011	Park/Open Space	PGE Powerstrip	0.09	Use	20' strip o/s PGE lots	Narrow
		·			No Current		
69	198-27-009	Park/Open Space	PGE Powerstrip	0.09	Use	20' strip o/s PGE lots	Narrow
					No Current		
70	198-25-044	Park/Open Space	PGE Powerstrip	0.05	Use	20' strip o/s PGE lots	Narrow

	4 DN #	Catanan	Cit - December in a		Current	G	C12
	APN#	Category	Site Description	Acreage	Use	Comments	Covered?
71	198-25-011	Park/Open Space	DCE Doworstrip	0.09	No Current Use	20' strip o/s PGE lots	Narrow
/1	198-25-011	Рагк/Ореп Space	PGE Powerstrip	0.09	No Current	20 Strip 0/S PGE lots	INATTOW
72	198-25-009	Park/Open Space	PGE Powerstrip	0.09	Use	20' strip o/s PGE lots	Narrow
12	138-23-003	татку брен эрасе	SMaRT Station /	0.03	036	20 3th 0/31 GE 10t3	IVATIOW
73	110-03-001	Park/Open Space	Landfill	31.85	Operations	Regional Transfer Station	Narrow
	110 00 001	rang open opace		02.00	Flood	neglend. Handler Guatien	110.11011
74	320-29-012	Park/Open Space	Stev. Cr. Channel	0.37	Control	Flood Control	Narrow
					Flood		
75	320-07-005	Park/Open Space	Stev. Cr. Channel	4.16	Control	Flood Control	Narrow
76	110-04-069	Park/Open Space	Sunnyvale Landfill	30.00	Operations	Closed Landfill - East Hill	Narrow
77	110-03-051	Park/Open Space	Sunnyvale Landfill	2.58	Operations	Closed Landfill	Narrow
78	110-03-047	Park/Open Space	Sunnyvale Landfill	9.10	Operations	Closed Landfill	Narrow
79	110-02-041	Park/Open Space	Sunnyvale Landfill	0.41	Operations	Closed Landfill	Narrow
80	110-02-008	Park/Open Space	Sunnyvale Landfill	38.04	Operations	Closed Landfill	Narrow
81	110-02-007	Park/Open Space	Sunnyvale Landfill	1.46	Operations	Closed Landfill	Narrow
					Flood		
82	110-15-064	Park/Open Space	Tasman Drive	2.95	Control	Along Flood Control Channel	Narrow
83	201-35-008	Recreation	Tennis Ctr Orchard	2.96	Recreation	Recreational Use	Narrow
		City government	239-241 Commercial				
84	205-34-007	administration	St	1.23	Commercial	Public access for recycling etc	Broad
		City government					
85	205-34-012	administration	Corp Yard	8.72	Operations	Public access for recycling etc	Broad
		City government					
86	205-28-009	administration	Fire station - Arques	2.19	Operations	education and other programs	Broad
0.7	165 26 005	City government	Fire station -	0.50	On anation -		Dunnal
87	165-26-005	administration	Calif/Mathilda Fire station -	0.58	Operations	education and other programs	Broad
88	104-33-002	City government administration	Lawrence Sta.	0.53	Operations	education and other programs	Broad
- 30	104-33-002	City government	Fire station -	0.55	Operations	caacation and other programs	Dioau
89	110-27-027	administration	Lockheed Wy	0.72	Operations	education and other programs	Broad

			au 5	_	Current		. 12
	APN#	Category	Site Description	Acreage	Use	Comments	Covered?
90	213-25-001	City government administration	Fire station - Maria Ln	0.52	Operations	education and other programs	Broad
30	213-23-001	City government	Fire Station -	0.32	Operations	education and other programs	Broau
91	202-24-020	administration	Ticonderoga	0.45	Operations	education and other programs	Broad
92	209-20-015	Park/open space	Ajax Tank site	0.03	Utility	City Utility System	Broad
93	209-17-001	Park/open space	Ajax Tank site	3.43	Utility	City Utility System	Broad
94	161-36-026	Park/open space	Carson Water Tank	2.35	Utility	City Utility System	Broad
95	209-21-001	Park/open space	Central Well site	1.20	Utility	City Utility System	Broad
			Hamilton Water				
96	202-36-011	Park/open space	Tank	0.92	Utility	City Utility System	Broad
97	110-07-021	Park/open space	Hamlin Court	0.03	Utility	City Utility System	Broad
			Homestead/Wolfe				
98	309-51-001	Park/open space	Wellsite	0.25	Utility	City Utility System	Broad
99	211-09-007	Park/open space	Jackpine pump site	0.23	Utility	City Utility System	Broad
			Jamestown Pump				
100	198-20-036	Park/open space	Sta	0.13	Utility	City Utility System	Broad
404	200 46 005	2.17	Liquidamber Tank	0.07		60. 10.00	D 1
101	209-16-005	Park/open space	site	0.07	Utility	City Utility System	Broad
102	110-03-048	Park/open space	Recycling Facility	9.00	Utility	Across from WPCP	Broad
103	204-42-020	Park/open space	Schroeder Plant	0.15	Utility	City Utility System	Broad
			Water Pollution				
104	110-03-064	Park/open space	Control Plant	7.82	Utility	City Utility System	Broad
4.05	440.02.022	2.17	Water Pollution	7.26		60. 10.00	D 1
105	110-03-023	Park/open space	Control Plant	7.36	Utility	City Utility System	Broad
106	323-21-038	Park/open space	Westmoor Wellsite	0.17	Utility	City Utility System	Broad
107	202-15-077	Park/open space	Winstead Terrace	0.02	Utility	City Utility System	Broad
			Wright Ave Water				
108	326-04-073	Park/open space	Plant	2.92	Utility	City Utility System	Broad
400	205 40 004	5 104: "	Wolfe Overpass No	2.25		-   -   -   -	D .
109	205-49-001	Road/Walkway	Side	0.85	Utility	Reclaimed Water Tank /Storage	Broad

					Current		
	APN#	Category	Site Description	Acreage	Use	Comments	Covered?
		City government	Onizuka - Mathilda				
110	110-27-38	administration	& Innovation	1.03	vacant	Fire Station	Questionable
			Onizuka -Moffett				
	110-27-41 &		Park Dr &				
111	42	Residential	Innovation Way	5.02	vacant	Former military base	Questionable
112	163-58-013	Road/Walk Way	108 N. Mary Avenue	0.33	Commercial	Excess roadway strip-Leased	Questionable
					Road/Walk		
113	104-25-008	Road/Walk Way	1165 Blazingwood	0.13	Way	Pedestrian Crossing	Questionable
					Road/Walk		
114	165-32-008	Road/Walk Way	362 Macara	0.38	Way	Part of actual roadway	Questionable
					Road/Walk		
115	110-16-041	Road/Walk Way	End of Lakehaven	0.47	Way	Pedestrian Crossing	Questionable
					Road/Walk		
116	110-23-030	Road/Walk Way	Lakedale / Lawrence	0.40	Way	Pedestrian Crossing	Questionable
			Mary Ave. at Central		Road/Walk		
117	161-34-002	Road/Walk Way	Island	2.00	Way	Excess roadway strip	Questionable
			Peach / Pear		Road/Walk		
118	201-18-003	Road/Walk Way	Walkway	0.02	Way	Pedestrian Crossing	Questionable
					Road/Walk		
119	205-03-004/5	Road/Walk Way	Ped X Crossing	0.15	Way	Pedestrian Crossing	Questionable
					Road/Walk		
120	323-30-058	Road/Walk Way	Ped-X Valcartier	0.01	Way	Pedestrian Crossing	Questionable
			Wolfe ECR		Road/Walk		
121	213-46-015	Road/Walk Way	Landscape	0.76	Way	Excess roadway strip	Questionable
			190-397 Persian		Road/Walk		
122	110-09-052	Road/Walkway	Drive	0.25	Way	Excess roadway strip	Questionable
					Road/Walk		
123	165-13-070	Road/Walkway	407 S. Mathilda	0.07	Way	Excess roadway strip	Questionable
					Road/Walk		
124	323-10-038	Road/Walkway	Belfry Way	0.04	Way	Excess roadway strip	Questionable
			Charles / Evelyn		Road/Walk		
125	165-14-018	Road/Walkway	Corner	0.07	Way	Excess roadway strip	Questionable

		_		_	Current	_	
	APN#	Category	Site Description	Acreage	Use	Comments	Covered?
			Dwight Ave		Road/Walk		
126	205-46-057	Road/Walkway	Landscape	0.11	Way	Excess roadway strip	Questionable
			E. Washington /		Road/Walk		
127	209-04-027	Road/Walkway	Evelyn	0.11	Way	Excess roadway strip	Questionable
					Road/Walk		
128	165-15-055	Road/Walkway	Excess Property	0.37	Way	Excess roadway strip	Questionable
					Road/Walk		
129	165-15-020	Road/Walkway	Excess Property	0.31	Way	Excess roadway strip	Questionable
					Road/Walk		
130	205-47-001	Road/Walkway	FO/Kifer Landscape	0.09	Way	Excess roadway strip	Questionable
			Fremont Post Office		Road/Walk		
131	323-10-013	Road/Walkway	Parklot	0.32	Way	Excess roadway strip	Questionable
					Road/Walk		
132	No APN	Road/Walkway	Fremont/Cordillero	0.30	Way	Excess roadway strip	Questionable
			Mary Calif		Road/Walk		
133	165-23-159	Road/Walkway	Landscape	3.00	Way	Excess roadway strip	Questionable
			Mary Cascade		Road/Walk		
134	320-25-001	Road/Walkway	Landscape	0.50	Way	Excess roadway strip	Questionable
					Road/Walk		
135	205-47-014	Road/Walkway	N. FairOaks/Kifer	0.08	Way	Excess roadway strip	Questionable
			Rotary Corner (Half				
136	165-20-015	Road/Walkway	CalWest Lot)	0.30	Recreation	Excess Roadway	Questionable
					Road/Walk		
137	309-46-043	Road/Walkway	Walkway	0.10	Way	Excess land strip	Questionable
					Road/Walk		
138	104-21-001	Road/Walkway	Wildwood/Lawrence	0.30	Way	Excess roadway strip	Questionable
					Road/Walk		
139	211-25-035/6	Road/Walkway	Wolfe/ECR	0.02	Way	Excess roadway strip	Questionable
					Road/Walk		
140	313-02-033	Road/Walkway	Wolfe/ECR Park lot	0.30	Way	Excess roadway strip	Questionable
141	110-29-035	City non-public use	Fair Oaks Way/237	2.87	Storage	Construction staging area	Excluded

					Current		
	APN#	Category	Site Description	Acreage	Use	Comments	Covered?
			Wolfe Overpass So		_		
142	213-02-008	City non-public use	Side	0.50	Storage	Under the Overpass Storage	Excluded
						Unilever Margarine Plant	
143	216-27-023	Commercial	1484 Kifer Road	4.74	Commercial	Leased	Excluded
			499 S. Murphy				
144	209-26-010	Commercial	Avenue	0.10	Commercial	Chamber of CommerceLeased	Excluded
			Baylands Pump				
145	104-01-027	Flood Control	Station	1.32	Operations	Flood Control	Excluded
4.46	104 04 005		Baylands Pump	2.60		5	
146	104-01-005	Flood Control	Station	3.68	Operations	Flood Control	Excluded
147	209-35-011	Open space/public enjoyment	Redev Park Lot	2.01	Parking	Elevated Parking by Target	Excluded
148	209-35-010	Open space/public enjoyment	Redev Park Lot	2.06	Parking	Future Elev. Parking by Macy's	Excluded
						Elevated Structure along	
149	209-34-017	Open space/public enjoyment	Redev Park Lot	4.03	Parking	Mathilda	Excluded
						Elevated Structure along	
150	209-34-016	Open space/public enjoyment	Redev Park Lot	3.20	Parking	Mathilda	Excluded
						Downtown Parking - Barson	
151	209-34-010	Open space/public enjoyment	Redev Park Lot	0.13	Parking	Terr.	Excluded
152	209-07-021	Open space/public enjoyment	Redev Park Lot	5.96	Parking	Downtown Parking	Excluded
153	204-44-005	Residential	239 Jackson Street	0.13	Residential	Sold 2015 affordable housing	Excluded
						For downtown development -	
154	165-13-047	Residential	344 Charles	0.14	Residential	Leased	Excluded
			377-9 Mathilda			For downtown development -	
155	165-13-074	Residential	Duplex	0.10	Residential	Leased	Excluded
156	165-13-047	Residential	388 Charles	0.15	Residential	City owned houseVacant	Excluded
						For downtown development -	
157	165-13-073	Residential	406 Charles	0.15	Residential	Leased	Excluded
			715 San Conrado Ter				
158	204-11-128	Residential	#6	0.02	Residential	Sold 2014	Excluded
					Community		
159	205-29-022	Residential	Armory Parking Lot	0.33	Dev	Land Lease-Affordable Housing	Excluded

	APN#	Category	Site Description	Acreage	Current Use	Comments	Covered?
					Community		
160	205-29-014	Residential	Natl Guard Armory	2.45	Dev	Land Lease-Affordable Housing	Excluded

### Attachment B – List of Current and Recent Property Transactions

Table 13 lists most of the current and recent City property transactions and categorizes them as being covered by the initiative. Categories include: narrow interpretations; broad interpretations, questionable interpretations; and, not covered (excluded) by the initiative. This list is meant to provide examples and is not a final determination. Final determinations would be made at the time any transaction is being considered.

Table 13. Examples of Current and Recent City Property Transactions

	Туре	Category	Property	Who With	Description	Covered?
1	Lease	City Hall	505 W. Olive Ste 100	Park Place Wealth Advisors	Future use as City Hall	Narrow
2	Lease	City Hall	505 W. Olive Ste 105	Spitalnick CPA	Future use as City Hall	Narrow
3	Lease	City Hall	505 W. Olive Ste 110	Sunnyvale Psychiatry	Future use as City Hall	Narrow
4	Lease	City Hall	505 W. Olive Ste 300	Kevin Tierney Co	Future use as City Hall	Narrow
5	Lease	City Hall	505 W. Olive Ste 305	Flack Insurance	Future use as City Hall	Narrow
6	Lease	City Hall	505 W. Olive Ste 310	A Turning Point	Future use as City Hall	Narrow
7	Lease	City Hall	505 W. Olive Ste 311	Shirubaa	Future use as City Hall	Narrow
8	Lease	City Hall	505 W. Olive Ste 312	Bravura Systems	Future use as City Hall	Narrow
9	Lease	City Hall	505 W. Olive Ste 315	Avami Systems	Future use as City Hall	Narrow
10	Lease	City Hall	505 W. Olive Ste 405	Bright Minds	Future use as City Hall	Narrow
11	Lease	City Hall	505 W. Olive Ste 410	Willow Hopkins Broker	Property management	Narrow
12	Lease	City Hall	505 W. Olive Ste 420	Homemakers Service	Future use as City Hall	Narrow
13	Lease	City Hall	505 W. Olive Ste 425	vacant	Future use as City Hall	Narrow
14	Lease	City Hall	505 W. Olive Ste 430	City	NOVA site rental	Narrow
15	Lease	City Hall	505 W. Olive Ste 433	L Kian	Future use as City Hall	Narrow
16	Lease	City Hall	505 W. Olive Ste 454	DocSpot	Future use as City Hall	Narrow
				Alcazar Communication Education		
17	Lease	City Hall	505 W. Olive Ste 468	Ctr	Future use as City Hall	Narrow
18	Lease	City Hall	505 W. Olive Ste 747	vacant	Future use as City Hall	Narrow

	Туре	Category	Property	Who With	Description	Covered?
19	Lease	City Hall	505 W. Olive Ste 749	City	NOVA	Narrow
20	Lease	City Hall	505 W. Olive Ste 550	NOVA	NOVA site rental	Narrow
21	Lease	City Hall	505 W. Olive Ste 500, 600, 700	NOVA	NOVA site rental	Narrow
22	Lease	Golf course	Municipal Golf Course Orchard	Federal Aviation Admin	Wood Radar Pole	Narrow
23	Lease	Golf Course	Sunnyvale Muni Golf Course	NASA	lease of 35 acres from NASA for golf	Narrow
24	Lease	Golf Course	Sunnyvale Muni Golf Course	Devon Construction	Construction staging area	Narrow
25	Lease	Open space	620 Maude Ave, Armory Parking Lot	KJ Woods	Construction staging area	Narrow
26	Lease	Open space	Landfill	Stevens Creek Quary		Narrow
27	Lease	Park	Fair Oaks Park	KJ Woods	Construction staging area	Narrow
28	Lease	Public park	263 Jackson St	vacant	house- purchased for future park extension	Narrow
29	Agreement	Education	Heritage Center	Sunnyvale Historical Society and Museum Association	Design, development, construction and <u>lease</u> .	Narrow
30	Agreement	Education	Heritage Center	Sunnyvale Historical Society and Museum Association	First Amendment. Design, development, construction and <u>lease</u> .	Narrow
24	A	Education	Haritana Cantan	Sunnyvale Historical Society and	Second Amendment. Design, development, construction and <u>lease</u> . Exclusive use by	Nama
31	Agreement	Education	Heritage Center	Museum Association	society Taving 8 Starrage	Narrow
32	Lease	City administration	108 N. Mary	Family Towing	Towing & Storage	Broad
33	Lease	City administration	221 Commercial	Bay Area Cellular	Corp Yard antennas	Broad
34	Lease	Commercial	1484 Kifer Rd	Unilever Best Foods	Industrial - donated in 1979	Broad
35	Lease	Commercial	239 Commercial St	Pro 1 Tire	Tire Distributer	Broad
36	Lease	Community service amenity	Fire Stn #1	Rural Metro	Paramedic unit	Broad

	Туре	Category	Property	Who With	Description	Covered?
37	Agreement	Public park	Braly Park	AT&T	Wireless tower	Questionable
38	Agreement	Public park	Braly Park	Sprint/Nextel	Wireless tower	Questionable
39	Agreement	Public park	Braly Park	T-Mobile	Wireless tower	Questionable
40	Agreement	Public park	Braly Park	MetroPCS	Wireless tower	Questionable
41	Agreement	Public park	Corp Yard	AT&T	Wireless tower	Questionable
42	Agreement	Public park	Corp Yard	T-Mobile	Wireless tower	Questionable
43	Agreement	Public park	DPS HQ	AT&T	Wireless tower	Questionable
44	Agreement	Public park	DPS HQ	ClearWireless	Wireless tower	Questionable
45	Agreement	Public park	Ortega Park	T-Mobile	Wireless tower	Questionable
46	Agreement	Public park	Sunken Gardens	Verizon	Wireless tower	Questionable
47	Lease	Commercial	101 West Olive	Dental S	Dental lab	Excluded
48	Lease	Commercial	241 Commercial	Hard Rock Concrete	Construction materials	Excluded
		Community service	1500 Partridge Bldg 8,			
49	Lease	amenity	Rm 17	vacant	Raynor Activity Center	Excluded
	1	Community service	1500 Partridge Bldg 8,		Davis and Anticities Countries	Foods at
50	Lease	amenity	Rm 18	vacant	Raynor Activity Center	Excluded
51	Lease	Community service amenity	1501 Partridge Bldg 8, Rm 19	vacant	Raynor Activity Center	Excluded
		Community service	1501 Partridge Bldg 8,			
52	Lease	amenity	Rm 20	vacant	Raynor Activity Center	Excluded
53	Lease	Open space	Fair Oaks Way/237	KJ Woods	Construction staging area	Excluded
54	Lease	Open space	Fair Oaks Way/237	PG&E	Construction staging area	Excluded
55	Lease	Residence	377 Mathilda	H Watanabe	house	Excluded
56	Lease	Residence	379 Mathilda	vacant	house	Excluded
57	Lease	Residence	388 Charles	N Prajapati	house	Excluded
58	Lease	Residence	406 Charles	D Florin	house	Excluded
59	Lease	Residential	344 Charles	S Dudley	house- for downtown redevelopment	Excluded

	Туре	Category	Property	Who With	Description	Covered?
60	Lease	Residential	485 N Wolfe Rd	Mid Pen Housing Corp	affordable housing	Excluded
61	Franchise	Commercial	City-wide 1	Air Products	Nitrogen Gas Transfer rights	Excluded
62	Franchise	Utility	City-wide 2	Cal Water Service Co	right to install and maintain water system	Excluded
63	Franchise	Utility	City-wide 3	PG&E	Right to install and maintain gas pipe system	Excluded
64	Concession	Golf course	605 Macara/ 1010 S Wolfe Rd	Synergy Golf Management	Golf Course Restaurant	Excluded
65	Concession	Recreation	755 S Mathilda	Lifetime Tennis, Inc.	Tennis pro shop	Excluded
66	Agreement	Community center	Columbia Middle School	Sunnyvale School District	Operation of Columbia Neighborhood Center	Excluded
67	Agreement	Community center	Columbia Middle School	Sunnyvale School District	Financing and expansion of Columbia Neighborhood Center	Excluded
68	Agreement	Garden	433 Charles St	Sustainable Community Gardens	Use of property	Excluded
69	Agreement	Garden/open space	Arboretum Orchard - Comm Ctr.	C. J. Olsen	Exchange use of orchard for maintenance	Excluded
70	Agreement	Park/recreation/open space	Cupertino Schools	Cupertino Schools Public Financing Corp	Maintenance and improvements of open space and transferring portion of site to City. Ortega School	Excluded
71	Agreement	Park/recreation/open space	Cupertino Schools	Cupertino Schools Public Financing Corp	First Amendment of agreement, modification of Nimitz school open space	Excluded
72	Agreement	Park/recreation/open space	Cupertino Schools	Cupertino Schools Public Financing Corp	Second amendment, West Valley School	Excluded
73	Agreement	Park/recreation/open space	Cupertino Schools	Cupertino Schools Public Financing Corp	Third Amendment. School use of picnic areas in Sunnyvale parks	Excluded

	Туре	Category	Property	Who With	Description	Covered?
				National Little League, Sunnyvale/		
				Cupertino Pony Baseball, Serra		
				Little League, Metro Little League,		
		Park/recreation/open		Southern Little League, Lakewood		
74	Agreement	space	Baseball fields	Pony Baseball	Special Use agreement	Excluded
					Use, maintenance and	
					improvements buildings and	
					open space and possible	
		Park/recreation/open	Braly and Ponderosa		acquisition. end 6/30/2034 for	
75	Agreement	space	Schools	Santa Clara USD	section 6	Excluded
					Use, maintenance and	
					improvements buildings and	
					open space and possible	
		Park/recreation/open	Braly and Ponderosa		acquisition. end 6/30/2034 for	
76	Agreement	space	Schools	Santa Clara USD	section 6	Excluded
		Park/recreation/open	Braly and Ponderosa			
77	Agreement	space	Schools	Santa Clara USD	Use of multipurpose rooms	Excluded
		Park/recreation/open			First Amendment - modify	
78	Agreement	space	Cherry Chase School	Sunnyvale School District	open space area	Excluded
		Park/recreation/open			First Amendment - modify	
79	Agreement	space	Cherry Chase School	Sunnyvale School District	open space area	Excluded
		Park/recreation/open				
80	Agreement	space	Football fields	Pop Warner Football	Special Use agreement	Excluded
					Maintenance and use of	
		Park/recreation/open			tennis courts. Second	
81	Agreement	space	Fremont High School	FUHS District	amendment	Excluded
					Maintenance and use of	
		Park/recreation/open			tennis courts. Second	
82	Agreement	space	Fremont High School	FUHS District	amendment extension	Excluded
		Park/recreation/open			Maintenance and use of	
83	Agreement	space	Fremont High School	FUHS District	tennis courts	Excluded

	Туре	Category	Property	Who With	Description	Covered?
			School Sites (12):			
			Bishop, Chevy Chase,			
			Columbia,			
			Cumberland, DeAnza,			
			Ellis, Fairwood,			
			Hollenbeck,		Use, maintenance,	
			Lakewood, San		improvement for recreation	
		Park/recreation/open	Miguel, Sunnyvale		and open space. Including	
84	Agreement	space	Middle, and Vargas	Sunnyvale School District	possible acquisition of spaces.	Excluded
			School Sites (12):			
			Bishop, Chevy Chase,			
			Columbia,			
			Cumberland, DeAnza,			
			Ellis, Fairwood,			
			Hollenbeck,			
			Lakewood, San			
		Park/recreation/open	Miguel, Sunnyvale			
85	Agreement	space	Middle, and Vargas	Sunnyvale School District	Second amendment	Excluded
			School Sites (12):			
			Bishop, Chevy Chase,			
			Columbia,			
			Cumberland, DeAnza,			
			Ellis, Fairwood,			
			Hollenbeck,			
			Lakewood, San			
		Park/recreation/open	Miguel, Sunnyvale			
86	Agreement	space	Middle, and Vargas	Sunnyvale School District	Third amendment	Excluded
			School Sites (12):			
			Bishop, Chevy Chase,			
			Columbia,			
			Cumberland, DeAnza,			
		, . , ,	Ellis, Fairwood,			
		Park/recreation/open	Hollenbeck,		<u> </u>	
87	Agreement	space	Lakewood, San	Sunnyvale School District	Fourth amendment	Excluded

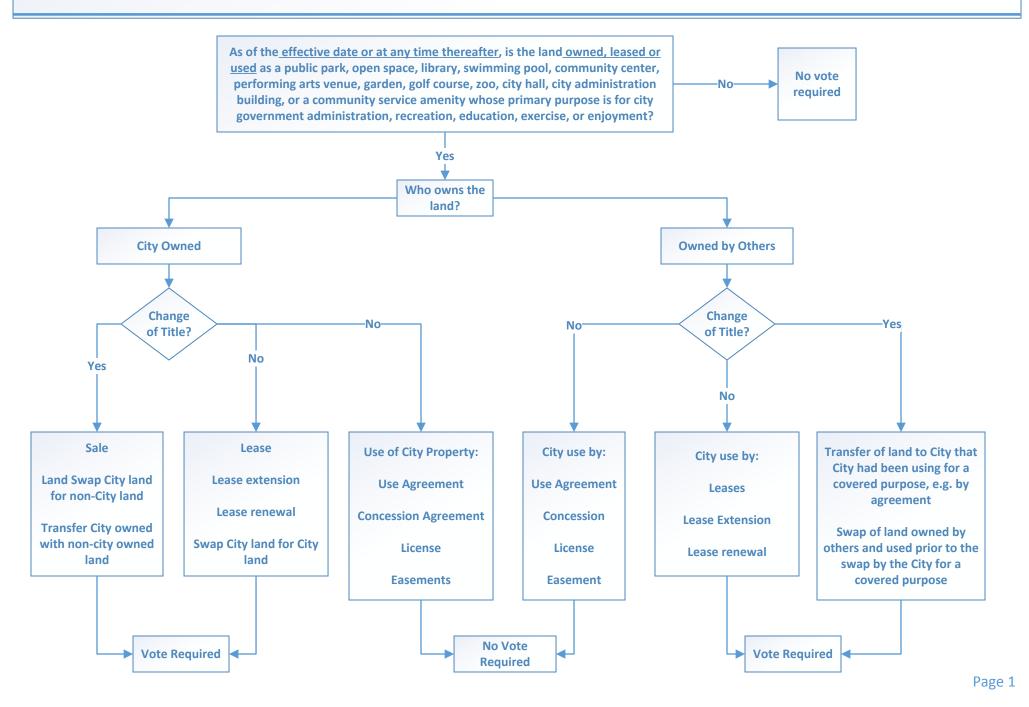
	Туре	Category	Property	Who With	Description	Covered?
			Miguel, Sunnyvale Middle, and Vargas			
88	Agreement	Park/recreation/open space	Soccer fields	Sunnyvale American Youth Soccer Org and Sunnyvale Alliance Soccer Club	Special Use agreement	Excluded
89	Agreement	Park/recreation/open space	Sunnyvale and Columbia Middle Schools	Sunnyvale School District	Community recreation after- school and activity programs	Excluded
83	Agreement	Park/recreation/open	Sunnyvale and Columbia Middle	Junity vale School District	First Amendment. Community recreation after-school and activity programs. Background, TB and drug	Excluded
90	Agreement	space	Schools	Sunnyvale School District	testing	Excluded
		Park/recreation/open	Sunnyvale and Columbia Middle		Second Amendment. Community recreation after- school and activity programs. Compensation and	
91	Agreement	space	Schools	Sunnyvale School District	recruitment of referees	Excluded
		Park/recreation/open	Sunnyvale and Columbia Middle		Third Amendment. Community recreation afterschool and activity programs. Remove drug testing for	
92	Agreement	space	Schools	Sunnyvale School District	coaches	Excluded
93	Agreement	Park/recreation/open space	Sunnyvale School buildings	Sunnyvale School District	Use of indoor facilities	Excluded
94	Agreement	Park/recreation/open space	Various parks	Sunnyvale Police Activity League		Excluded
95	Agreement	Performing arts venue	Sunnyvale Community Center	Sunnyvale Community Players	Use of theater	Excluded
96	Agreement	Performing arts venue	Sunnyvale Community Center	Sunnyvale Community Players	Use of theater	Excluded

	Туре	Category	Property	Who With	Description	Covered?
					Maintenance, operation, and	
					use of Challenge Ropes	
97	Agreement	Public park	Baylands Park	Apex Adventures	Course	Excluded
					Extension. Maintenance,	
					operation, and use of	
98	Agreement	Public park	Baylands Park	Apex Adventures	Challenge Ropes Course	Excluded
					Advanced field reservations	
99	Agreement	Public park	Ortega Park	Sunnyvale Cricket Club	and use of storage facility	Excluded
		Public park/open				
100	Agreement	space	Calabas Creek trail	Santa Clara Water District	Use of trail	Excluded
					Manage, operate, supervise	
			Sunnyvale Tennis		center including pro shop and	
101	Agreement	Recreation	Center	Lifetime Tennis, Inc.	food services	Excluded
			Tennis Center			
			Orchard, 755 S		Exchange use of orchard for	
102	Agreement	Recreation	Mathilda	C. J. Olsen	maintenance	Excluded
			Columbia Middle		Water polo practice and	
103	Agreement	Swimming pool	School	Kings Academy	matches	Excluded
104	Agreement	Swimming pool	Fremont High School	FUHS District	Develop and operate pool	Excluded
					Extension of second	
					amendment of pool	
105	Agreement	Swimming pool	Fremont High School	FUHS District	agreement	Excluded
106	Agreement	Swimming pool	Fremont High School	FUHS District	Trust fund for pool	Excluded
					Second amendment of pool	
107	Agreement	Swimming pool	Fremont High School	FUHS District	agreement	Excluded
					CA Sports Center for	
					operation of pool - extends	
108	Agreement	Swimming pool	Fremont High School	FUHS District	for 2 three yr periods	Excluded
					Develop, construct, operate	
109	Agreement	Swimming pool	Madrone Junior HS	Sunnyvale School District	pool	Excluded
			Sunnyvale Middle		Use of facilities on priority	
110	Agreement	Swimming pool	School	Sunnyvale Swim Club	basis and reduced cost	Excluded

# Attachment C: Process Decision Tree

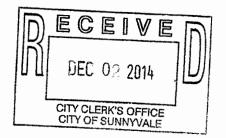
# City of Sunnyvale – Property Transaction Decision Tree

**Properties and Property Transactions Covered by the Initiative** 



# Appendix 1 – Notice of Intent to Circulate Petition

The attached Notice of Intent to Circulate Petition was provided to the City by the proponents of the ballot initiative and includes the language that amends Chapter 2.07 of the City Municipal Code if adopted.



Save Sunnyvale Parks & Schools, Inc.

1030 E. El Camino Real, #436 Sunnyvale, CA 94087 United States

Tel: +1 408 444 7357 www.savesunnyvaleparks.com

December 01, 2014

Kathleen Franco Simmons City Clerk City of Sunnyvale P.O. Box 3707 Sunnyvale, CA 94088

#### Notice of Intent to Circulate Petition

Ms. Franco Simmons,

Pursuant to Section 9202(a) of the California Elections Code, notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Sunnyvale for the purpose of obtaining a vote of the Sunnyvale electorate on the proposed measure attached to this notice.

The proponents of this petition request that the ordinance be submitted immediately to a vote of the people at a special election.

A statement of the reasons of the proposed action as contemplated in the petition is as follows:

This petition proposes changes to the Sunnyvale Municipal Code to ensure that the public land the City of Sunnyvale holds in trust for all its residents continues to serve the interests of Sunnyvale residents.

Sunnyvale residents benefit from the public libraries, community swimming pools, community centers, public parks, public golf courses, and numerous other community service amenities that are placed on land the City of Sunnyvale owns for the benefit of its residents. These public parks and community service amenities help children, adults, and families alike to socialize, exercise, and learn as a community.

As Sunnyvale's population grows, the demand for public parks and community service amenities will grow with it. There is a critical and increasing need for more, not less, places for residents to conduct city and community business, enjoy open spaces, study, improve their health, play with their grandchildren, watch or participate in sports, hold neighborhood meetings, walk dogs, or meet with friends.

Sunnyvale residents have a vested interest in the outcome of any decision that limits their ability to use these public parks and community service amenities. Therefore, there is a need for the Sunnyvale residents to carefully review and specifically approve significant decisions involving the disposition or use of such community service amenities and public parks. Acquiring new land for public use has become increasingly difficult and expensive. Once public land is lost, it is almost impossible to replace. Furthermore, the City Council and the Sunnyvale residents' views involving the disposition of public lands do not always align.

The clarifications and revisions to the Sunnyvale Municipal Code contained in this proposed measure will ensure that Sunnyvale public lands are not used to facilitate private development or provide a source of funding for capital improvements through any sale, lease, trade, land-swap, or other transfer of community service amenities or public parks without very carefully considered community discussion and voter approval.

In accordance with Section 9202(b) of the California Elections Code and the City of Sunnyvale's Fee Schedule, a payment of \$200.00 has been attached to this statement.

Timothy Dietrich
1061 Firth Ct.
Sunnyvale, CA 94087

Wendy Hates
1473 Norman Dr.
Sunnyvale, CA 94087

Dec. 1, 2014

Dec. 1, 2014

Demetrios Triantafyllou 1490 Navarro Dr. Sunnyvale, CA 94087

#### THE PEOPLE OF THE CITY OF SUNNYVALE DO ORDAIN AS FOLLOWS:

#### SECTION 1. TITLE

This initiative measure shall be known and cited as the "Public Lands for Public Use Act."

#### SECTION 2. REQUEST FOR IMMEDIATE VOTE

Proponents request that the ordinance be submitted immediately to a vote of the people at a special election.

#### SECTION 3. SUNNYVALE MUNICIPAL CODE §§ 2.07.030, 2.07.040. AMENDED.

The Municipal Code of the City of Sunnyvale §§ 2.07.030 and 2.07.040 are hereby amended to read as follows:

#### 2.07.030. Awarding authority for purchases, sales or leases of real property.

- (a) The city council shall be the awarding authority for all purchases, sales or leases of real property for the city where the purchase or sales price or total lease cost exceeds seventy-five thousand dollars.
- (b) The city manager shall be the awarding authority for all purchases, sales or leases of real property for the city where the purchase or sales price or total lease cost is seventy-five thousand dollars or less, or where the lease results in revenue to the city and is for a period less than or equal to fiftyfive years.
- (c) Notwithstanding the foregoing in subsections (a) and (b), any land, that on the effective date of this subsection (c) or at any later time is owned, leased, or used by the city as a public park or a community service amenity, as defined in subsection (d), land otherwise transferred to the city to be used as a public park or a community service amenity, or the rights to use such land may not be the subject of a sale, lease, lease extension, lease renewal, land swap, or transfer unless the issue of the sale, lease, lease extension, lease renewal, land swap, or transfer is submitted to the qualified voters of the city at an election and is approved by a majority of the votes received at the election.
- (d) For purposes of subsection (c), the following terms shall have the meanings set forth below.
  - (1) "Community service amenity" means libraries, swimming pools, community centers, performing arts venues, gardens, golf courses, zoos, city hall, city administration buildings, and other similar facilities and the land on which the facilities stand, whose primary

- purpose is to provide the public a place of city government administration, recreation, education, exercise, or enjoyment.
- (2) "Public park" means land set apart for the recreation of the public, to promote its health and enjoyment, to maintain open space in the city and also includes city-owned public land which may be shared by agreement with adjacent public schools to augment the public school's outdoors recreation area.

#### 2.07.040. Long-term lease of city property.

- (a) The city council may enter into a lease of city property that is not a public park or a community service amenity, as defined in Section 2.07.030, subsection (d), for a term in excess of fifty-five years pursuant to the procedures set forth in this section. This section is enacted pursuant to California Government Code Section 37380 for the purpose of establishing alternate procedures thereto and exempting the city from the provisions of subsections (b)(2), (b)(3) and (b)(4) thereof. Except with respect to leases in excess of fifty-five years, the provisions of this section shall not be deemed in any way to restrict the city's authority to enter into other forms of leases so long as the underlying land is not a public park or a community service amenity, as defined in Section 2.07.030, subsection (d).
- (b) A lease in excess of fifty-five years of property owned, held or controlled by the city that is not a public park or a community service amenity, as defined in Section 2.07.030, subsection (d), may be authorized by the city council in accordance with the following procedures:
  - (1) Any lease entered into pursuant to this section shall be authorized by resolution of the city council.
  - (2) Prior to adopting a resolution authorizing a lease, the city council shall hold a public hearing. Notice of the time and place of the hearing shall be published once not less than fourteen (14) calendar days prior to the public hearing, in the official newspaper of the city.
  - (3) The city shall not be required to engage in a competitive bid process for the award of such lease; provided, that at the time of adopting the resolution authorizing the lease the city council makes a determination that entering the lease without engaging in a competitive bid process is in the best interests of the city and its residents.
  - (4) Any such lease shall be subject to periodic review by the city and shall take into consideration the then market conditions. Pursuant to California Government Code Section 37380(b)(1), the city council hereby establishes that the lease provisions which will

periodically be reviewed, at a minimum, shall be those provisions specifying the rent to be paid pursuant to the lease, and such other provisions as may be indicated by the city council at the time of authorizing the lease. The periodic reviews shall occur in accordance with a schedule to be contained in the lease. The periodic review may be in the form of either an express review of the terms by the city council or its designee, or in the form of a procedure contained in the lease for automatic adjustments of the terms in response to market conditions. It is the intent of this provision that inclusion of inflationary adjustments, cost of living adjustments, reappraisals or other similar forms of automatic adjustments shall satisfy the requirements of California Government Code Section 37380(b)(1), without the necessity of a discretionary review by a city officer. (Ord. 2628-99 § 2).

(c) A lease in excess of fifty-five years of property that as of the effective date of this subsection (c) or at any later date is owned, held or controlled by the city and is a public park or a community service amenity, as defined in Section 2.07.030, subsection (d), must first be submitted to the qualified voters of the City of Sunnyvale at an election and approved by a majority of the votes received at the election pursuant to Section 2.07.030, subsection (c). Any such lease that is so approved may be authorized by the city council in accordance with the procedures set forth in subsection (b).

#### **SECTION 4. PRIORITY.**

Once this measure becomes effective, its provisions shall prevail over and supersede all provisions of the municipal code, ordinances, resolutions, and administrative policies of the City of Sunnyvale which conflict with any provisions of this measure.

#### SECTION 5. SEVERABILITY.

In the event a final judgment of a court of competent jurisdiction determines that any section, subsection, sentence, clause, or phrase of this initiative measure is invalid or unenforceable for any reason, the invalid or unenforceable section, subsection, sentence, clause, or phrase shall be severed from the remainder of this measure, and the remaining portions of this measure shall remain in full force an effect without the invalid or unenforceable section, subsection, sentence, clause, or phrase.



# City of Sunnyvale

## Agenda Item

**15-0678** Agenda Date: 8/11/2015

Tentative Council Meeting Agenda Calendar



# City of Sunnyvale Tentative Council Meeting Agenda Calendar

#### Tuesday, August 18, 2015 - City Council

#### Closed Session

**15-0513** 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

**15-0671** 6 P.M. STUDY SESSIONS ONLY - No Regular Council Meeting

Location: Council Chambers

SPECIAL COUNCIL MEETING (Study Session)

Transportation Initiatives, Proposed Ballot Measure, and Upcoming Update

to the Transportation Impact Fee and Project Prioritization

**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

#### **Closed Session**

**15-0775** 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS, pursuant to

California Government Code Section 54956.8:

Properties: Sunnyvale Golf Course Restaurant, located at 605 Macara

Avenue

Agency negotiators: Deanna J. Santana, City Manager; Manuel Pineda,

Director of Public Works

Negotiating Parties: City of Sunnyvale and ZGolf Food & Beverage

Services, LLC

Under negotiation: Long Term Lease/ License

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** 

15-0756 REQUEST FOR CONTINUATION to September 15, 2015 to Introduce an

Ordinance to add a new Chapter 19.76 entitled Short-term Rentals and Home Sharing to Title 19 of the Sunnyvale Municipal Code, and find that the project is exempt under CEQA pursuant to Guidelines 15061(b)(3)

(Study Issue 2015-7147)

**15-0706** File #: 2014-7624

Location: 1026 Lois Avenue (APN: 198-34-011)

Zoning: R-0 Proposed Project:

Appeal by a neighbor of a Planning Commission Decision approving a Design Review to allow construction of a new two-story home with a total floor area of 2,993 square feet (2,566 square feet living area and a 427-square foot garage) resulting in 49.8 percent floor area ratio (FAR).

Applicant / Owner: BO Design (applicant) / Haiyan Gong (owner) Environmental Review: A Class 1 Categorical Exemption relieves this project from California Environmental Quality Act provisions and City

Guidelines.

**15-0755** Presentation Regarding County of Santa Clara Proposed Temporary

Winter Homeless Shelter on County Property located at Fair Oaks Avenue between East California Avenue and Central Expressway in Sunnyvale

**15-0738** Approve Fair Oaks Park Master Plan Changes Related to Housing Grant

Project for the Renovation/replacement of Auxiliary Restroom, Parking Lot

and Associated Areas

**15-0675** Approve the City's Response and Authorize the Mayor to Sign the Letter in

Response to the 2014-2015 Santa Clara Civil Grand Jury Final Report,

"Protecting Our Most Vulnerable Residents"

**15-0689** Approve the City's Response and Authorize the Mayor to Sign the Letter in

Response to the 2014-2015 Santa Clara Civil Grand Jury Final Report,, "A

Slow Rising Emergency - Sea Level Rise."

**15-0699** Appoint 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)

### Special Order of the Day

**15-0771** SPECIAL ORDER OF THE DAY - Falls Prevention Day

### **Public Hearings/General Business**

**15-0562** Introduce an Ordinance to add a new Chapter 19.76 entitled Short-term

Rentals and Home Sharing to Title 19 of the Sunnyvale Municipal Code, and find that the project is exempt under CEQA pursuant to Guidelines 15061(b)(3) (Study Issue 2015-7147)(Continued from August 25, 2015)

**15-0373** Discussion and Direction on Study Issue and Report Related to Car/Ride

Share Impacts on Taxicab Franchises and Review of Taxicab Franchise

Regulations (Study Issue)

**15-0757** 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) (Continued from August 11, 2015)

15-0741 Introduce an Ordinance to Amend Sunnyvale Municipal Code Chapter 8.16

(Solid Waste Management and Recycling), Chapter 10.04 (General

Provisions), and Title 12 (Water & Sewers).

**15-0369** League of California Cities Peninsula Division 2016 Election of Officers

**15-0773** City Position on Proposed League of California Cities' 2015 Annual

Resolution(s)

### Tuesday, September 22, 2015 - City Council

### Presentation

**15-0670** PRESENTATION - Update on Sunnyvale Municipal Golf Course

Restaurant Operations and Golf Finances

### **Public Hearings/General Business**

**15-0776** Approval of the Vision Statement, Success Criteria, and Needs

Assessment for the Civic Center Modernization Project

**15-0777** Approval of a Contract Amendment with Anderson Brule Architects for the

Civic Center Modernization Project and Budget Modification with Funding

from the General Fund Capital Program Reserve

### Tuesday, September 29, 2015 - City Council

### Special Order of the Day

**15-0772** SPECIAL ORDER OF THE DAY - Arts and Humanities Month

### **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); of Title 19 (Zoning) of the Sunnyvale Municipal Code; Find CEQA Exemption

per Guideline 15061(b)(3)

### Tuesday, October 6, 2015 - City Council

### **Public Hearings/General Business**

**15-0075** TBD - meeting to be held only if necessary

### Tuesday, October 13, 2015 - City Council

### **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)

### **Public Hearings/General Business**

**15-0073** Agenda items pending - to be scheduled

### Tuesday, November 10, 2015 - City Council

### **Closed Session**

**15-0519** 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

**15-0078** 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

#### **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)

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)

15-0717 Consider Multi-family Residential Transportation Demand Management

**Programs** 

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

Study Session

**15-0444** SPECIAL COUNCIL MEETING (Study Session)

Review Civic Center Community Workshop Results and Land Use

**Opportunities and Constraints** 

**Public Hearings/General Business** 

**14-0035** Pilot Bicycle Boulevard Project on East-West and North-South Routes

(Study Issue)

14-0273	Optimization of Wolfe Road for Neighborhood and Commuters via Reconfiguration and Signalization (Study Issue)
14-0429	Resolution Forming Homestead Road Underground Utility District - Public Hearing
15-0186	2015 4th Quarterly Consideration of General Plan Amendment Initiation Requests
15-0588	Peery Park Specific Plan and Environmental Impact Report
15-0605	Land Use and Transportation Element and Environmental Impact Report (February 2016)



## Agenda Item

**15-0658** Agenda Date: 8/11/2015

Information/Action Items

## 2015 INFORMATION/ACTION ITEMS COUNCIL DIRECTIONS TO STAFF

No.	Date Assigned	Directive/Action Required	Dept	Due Date	Date Completed
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.	6/9/15	Ensure future presentation/discussion regarding golf operations includes analysis and process for determining golf fees	DPW	10/27/15	
3.	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		
4.	7/14/15	Housing Fee Item – clean up editing notes on Attachment 2 of the resolution	CDD		7/17/15
5.	7/28/15	Item 15-0655 (Butchers Corner) Councilmember Whittum requested more information on what was meant by staff's use of the term "substantial change" in 10/7/13 Response to Council Questions. City Manager requested time to investigate and report back	CDD		8/6/15
6.	7/28/15	Item 15-0561 (Standards) Part of original motion to approve included Hendricks amendment to soften edges – terracing back, multi-stories at street interface (reference was made to page 15 of document. Staff to follow through with change	CDD		
7.	7/28/15	Prepare a City Manager Biweekly Report item responding to Councilmember Meyering's question on the number of families helped last year under the TBRA program	CDD		8/6/15
8.	7/28/15	City Attorney search to include opportunity for City Council to meet with recruiter and review proposed recruitment brochure prior to circulation. HR to schedule study session	HR		7/31/15

1

Revised 8/6/15

## NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2015

N	lo.	Date Requested	Study Issue Title	Requested By	Dept	Issue Paper Approved by City Manager
	1.	7/14/15	Consider Adoption of a Wage Theft Ordinance	Hendricks/ Whittum	OCM	

2 Revised 8/6/15



### Agenda Item

**15-0626 Agenda Date:** 8/11/2015

### REPORT TO COUNCIL

### **SUBJECT**

Boards and Commissions Semi-Annual Attendance Report, January - June 2015 (Information Only)

### **DISCUSSION**

The semi-annual report of all City boards and commissions shows the attendance of each member at both regular and special meetings during the past 12 months (Attachment 1).

The next attendance report will be provided to Council in January 2016, for the period of July - December 2015.

### **EXISTING POLICY**

**Council Policy 7.2.19, 2.H.(II):** Council shall take into consideration board and commission member attendance records, including tardiness, when evaluating the overall performance of board and commission members. Unexcused absences from three consecutive regularly scheduled meetings, or from more than 25% of all regularly scheduled meetings over any twelve consecutive month period, shall result in that member's seat being declared vacant by the City Clerk.

**City Charter Section 1005**: If a member of a board or commission has three consecutive absences from regularly scheduled meetings, unless by permission of the board or commission expressed in its minutes, the Council will declare the member's seat vacant.

### **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: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENT**

1. Board and Commission Semi-Annual Attendance Report (January - June 2015)

## Board and Commission Meeting Attendance (Regular and Special Meetings) January - June 2015

				,	July - Decem	ber 2014					,	January - Ju	ne 2015			1	Total: July 20	14 - June 201	5
	_	Jul	y - Dec. 20	)14	Total	Eligible	July - Dec. 2	2014 Special	Janu	ary - June	2015	Total	Eligible	January -	June 2015	Total	1	Total	Percentage of
Arts Commission	Term		lar Meetin		Absences	Regular	Meetii	•		ılar Meetin		Absences	Regular	Special Mo		Eligible	Percentage of	Unexcused	Unexcused
	Ends	Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Meetings	Attendance	Absences	Absences
Kiphuth, Roberta	2018	4	0	0	0	4	-	-	3	0	0	0	3	-	-	7	100%	0	0%
Lawson, Robert*	2017	2	0	0	0	2	_	_	3	0	0	0	3		_	5	100%	0	0%
Moshier, Suzanne	2017	4	0	0	0	4	_	_	1	2	0	2	3	_	_	7	71%	0	0%
Park, Misuk	2016	4	0	0	0	4	_	_	3	0	0	0	3	_	_	7	100%	0	0%
Santos, Shawnte**	2015	3	1	0	1	4	_	_	0	0	0	0	0			1	75%	0	0%
*Term start date 9/17/2014	2013	<u> </u>	I	0	1	7	_	_	0	0	0	-	0	<u> </u>	_	<del>-</del>	7 3 70	U	0 70
**Resigned effective 3/11/2015																			
Resigned effective 3/11/2013		11	- D 00	\ <u>\</u>			Jacks Dan (	2044 0			2045				January 0045	Tatal		T - 1 - 1	_
Bicycle and Pedestrian	Term		y - Dec. 20		Total	Eligible	-	2014 Special		ary - June		Total	Eligible	•	June 2015	Total		Total	Percentage of
Advisory Commission	Ends		lar Meetin		Absences	Regular		ngs: 0		ılar Meetin		Absences	Regular	Special Mo		Eligible	Percentage of	Unexcused	Unexcused
		Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Meetings	Attendance	Absences	Absences
Cordes, John	2018	5	1	0	1	6	-	-	6	0	0	0	6	-	-	12	92%	0	0%
Jackson, Kevin	2016	6	0	0	0	6	-	-	6	0	0	0	6	-	-	12	100%	0	0%
Jones, David	2017	5	1	0	1	6	-	-	5	1	0	1	6	-	-	12	83%	0	0%
Kolber, Richard	2016	6	0	0	0	6	-	-	6	0	0	0	6	-	-	12	100%	0	0%
Okuzumi, Margaret*	2017	3	0	0	0	3	-	-	6	0	0	0	6	-	-	9	100%	0	0%
Rausch, Angela	2018	6	0	0	0	6	-	-	4	2	0	2	6	-	-	12	83%	0	0%
Welch, Kyle	2015	5	1	0	1	6	-	-	4	2	0	2	6	-	-	12	75%	0	0%
*Term start date 9/17/2014																			
		11	· Doo 20	14.4	Total				lanu		204 <i>E</i>	Total				Total		Total	
Board of Building Code	Terms	'	y - Dec. 20		Total	Eligible			January - June 2015 Meetings: 0		Total	Eligible			Total	Percentage of	Total	Percentage of	
Appeals	Ends	I	leetings: (	J	Absences	Meetings	N	/A			Absences	Meetings	N	/A	Eligible	Attendance	Unexcused	Unexcused	
		Pres.	EA	UA	(EA+UA)				Pres.	EA	UA	(EA+UA)	3			Meetings		Absences	Absences
Kisyova, Petya	2015	_	_	_	_	0			_	-	_	_	0			0	_	-	-
Michitaka, Sachihiko (Mike)	2016	_	-	_	_	0			-	_	_	_	0			0	_	_	-
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											<i>-</i>		Eligible			Total		<b>T</b> . 4 . 1	Percentage of
	Term		n Dec. 20		Total	_	July - Dec. 2	-		ary - June		Total	Eligible	-	June 2015	Total		Total	Porcontago of
Board of Library Trustees	Term		n Dec. 20 Iar Meetin		Absences	Regular	-	2014 Special ngs: 0		ary - June ılar Meetin		Absences	Regular	January - Special Mo		Eligible	Doroantoro of	I otal Unexcused	Percentage of
Board of Library Trustees	Term Ends	Regu	lar Meetin	gs: 4		Regular	Meetii	ngs: 0	Regu	ılar Meetin	gs: 3	Absences	•	Special Mo	eetings: 2		Percentage of		Unexcused
·	Ends		lar Meetin EA	gs: 4 UA	Absences (EA+UA)	Regular	-	-	Regu Pres.	ılar Meetin		Absences (EA+UA)	Regular Meetings	Special Mo	eetings: 2 Absent	Eligible	Attendance	Unexcused Absences	Unexcused Absences
Au, Wing-Yin (Carey)	<b>Ends</b> 2018	Regu Pres.	lar Meetin	gs: 4	Absences (EA+UA)	Regular	Meetii	ngs: 0	Regu Pres.	EA 0	gs: 3 UA 0	Absences (EA+UA)	Regular Meetings	Special Mo	Absent	Eligible Meetings	Attendance 100%	Unexcused	Unexcused Absences 0%
Au, Wing-Yin (Carey) Bremond, Daniel	2018 2016	Regu	EA 0 1	gs: 4 UA	Absences (EA+UA) 0 2	Regular	Meetii Pres.	ngs: 0	Regu Pres.	ılar Meetin	UA 0 0	Absences (EA+UA)	Regular Meetings	Special Mo	eetings: 2 Absent	Eligible	Attendance 100% 71%	Unexcused Absences 0 1	Unexcused Absences 0% 14%
Au, Wing-Yin (Carey)	2018 2016 2017	Regu Pres.	lar Meetin EA	gs: 4 UA	Absences (EA+UA)	Regular	Meetii Pres.	ngs: 0	Regu Pres.	EA 0	gs: 3 UA 0	Absences (EA+UA)	Regular Meetings	Special Mo	Absent	Eligible Meetings	Attendance 100%	Unexcused Absences	Unexcused Absences 0% 14% 0%
Au, Wing-Yin (Carey) Bremond, Daniel Davis-East, Anne* Shanmugasundaram, Jill	2018 2016 2017 2016	Regu Pres.	EA 0 1	<b>UA</b> 0 1	Absences (EA+UA) 0 2	Regular Meetings 4 4	Meetii Pres. - -	ngs: 0	Regu Pres.	EA 0	UA 0 0	Absences (EA+UA)	Regular Meetings	Pres.	Absent 0 0	Eligible Meetings 7 7	100% 71% 83% 100%	Unexcused Absences 0 1	Unexcused
Au, Wing-Yin (Carey) Bremond, Daniel Davis-East, Anne* Shanmugasundaram, Jill Su, "Ray" Zhan	2018 2016 2017	Regu Pres.	EA 0 1 0	gs: 4 UA 0 1 0	Absences (EA+UA) 0 2 0	Regular Meetings 4 4 4	Meetii Pres. - -	ngs: 0	<b>Pres.</b> 3 3 1	EA 0 0 1	0 0 0	Absences (EA+UA) 0 0 1	Regular Meetings 3 3 2	Pres.  2 2 -	Absent 0 0 -	Eligible Meetings 7 7	Attendance 100% 71% 83%	Unexcused Absences 0 1 0	Unexcused Absences 0% 14% 0%
Au, Wing-Yin (Carey) Bremond, Daniel Davis-East, Anne* Shanmugasundaram, Jill	2018 2016 2017 2016	Regu Pres.	EA 0 1 0 0	gs: 4  UA  0  1  0  0  0	Absences (EA+UA) 0 2 0 0	Regular Meetings 4 4 4	Pres.	ngs: 0	Pres.  3 3 1 3	EA 0 0 1 0 0	0 0 0 0	Absences (EA+UA) 0 0 1 0	Regular Meetings	Pres.  2 2 -	Absent 0 0 -	Eligible Meetings  7  7  6  7	100% 71% 83% 100%	Unexcused Absences  0 1 0 0	Unexcused
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Au, Wing-Yin (Carey) Bremond, Daniel Davis-East, Anne* Shanmugasundaram, Jill Su, "Ray" Zhan *Resigned effective 3/17/2015  Heritage Preservation Commission  Dietrich, Hannalore* Johnson, Mark Larsen, Dixie Michitaka, Sachihiko (Mike) Mouritsen, Dale Squellati, David Stanek, Jeanine *Term start date 9/17/2014  Housing and Human Services Commission  Chiu, Dennis	2018 2016 2017 2016 2015  Term Ends  2018 2018 2016 2017 2016 2018 2016 2015  Term Ends  Term Ends	Pres.  4 4 4 4 4 Pres.  1 Regu  Pres.  1 2 2 2 2 2 2 2 3 Juli Regu  Regu	EA	gs: 4  UA  0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)  0 2 0 0 0 0  Total Absences (EA+UA)  0 0 0 0 0 Total Absences (EA+UA)  1	Regular Meetings  4 4 4 4 4 4 Eligible Regular Meetings  1 2 2 2 2 2 2 Eligible Regular Meetings	Pres.  July - Dec. 2 Meetin  Pres.  - 1 1 1 1 1 1 July - Dec. 2 Meetin	Absent	Pres.  3 3 1 3 3 Janua Regularia 1 1 1 1 Janua Regularia 1 1 4 Pres. 4	EA  0 0 1 0 1 0 0 ary - June ular Meeting EA 0 0 0 0 0 0 0 0 ary - June ular Meeting	2015 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)  0 0 1 0 0 Total Absences (EA+UA)  0 1 0 0 1 Absences Total Absences	Regular Meetings  3 3 2 3 3 Eligible Regular Meetings  1 1 1 1 1 1 Eligible Regular Meetings	Pres.  2 2 1 January - Special Mo Pres. 3 2 3 3 3 2 3 January - Special Mo	Absent  O O O O O O O O O O O O O O O O O O	Fligible Meetings  7 7 6 7 7  Total Eligible Meetings  2 3 3 3 3 3 3 Total Eligible	## Attendance    100%	Unexcused Absences  0 1 0 0 0 0  Total Unexcused Absences  0 1 0 0 0 Total Unexcused Absences 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Unexcused Absences  0% 14% 0% 0% 0% 0%  Percentage of Unexcused Absences 0% 0% 0% 0% 0% 0% 0% 0% Absences 0% 0% 0% 0% 0% 0% 0% 0% 0% 0%
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Au, Wing-Yin (Carey) Bremond, Daniel Davis-East, Anne* Shanmugasundaram, Jill Su, "Ray" Zhan *Resigned effective 3/17/2015  Heritage Preservation Commission  Dietrich, Hannalore* Johnson, Mark Larsen, Dixie Michitaka, Sachihiko (Mike) Mouritsen, Dale Squellati, David Stanek, Jeanine *Term start date 9/17/2014  Housing and Human Services Commission  Chiu, Dennis Evans, Patti Gilbert, Diana	2018 2016 2017 2016 2015  Term Ends  2018 2015 2017 2016 2018 2016 2015  Term Ends  2018 2016 2015  Term Ends	Pres.  4 4 4 4 4 Pres.  1 2 2 2 2 2 2 2 2 2 1 Regu Pres. 2 3	EA	gs: 4  UA  0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)  0 2 0 0 0 0  Total Absences (EA+UA)  0 0 0 0 0 Total Absences (EA+UA)  1	Regular Meetings  4 4 4 4 4 4 Eligible Regular Meetings  1 2 2 2 2 2 2 Eligible Regular Meetings  Same and the second sec	Pres.  July - Dec. 2 Meetin  Pres.  - 1 1 1 1 1 1 July - Dec. 2 Meetin	Absent	Pres.  3 3 1 3 3 Janua Regularia 1 1 1 1 1 Janua Regularia 1 1 1 1 1 1 4 3 4 4	EA  0 0 1 0 1 0 0 ary - June lar Meeting  EA 0 0 0 0 0 0 0 0 0 ary - June Company Comp	9s: 3  UA  0 0 0 0 0 0 2015 9s: 1  UA 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)  0 0 1 0 0 Total Absences (EA+UA)  0 1 0 1 0 Total Absences (EA+UA)	Regular Meetings  3 3 2 3 3 Eligible Regular Meetings  1 1 1 1 1 1 Eligible Regular Meetings	Pres.  2 2 1 January - Special Mo Pres. 3 2 3 3 3 2 3 January - Special Mo	Absent  0 0 - 0 1  June 2015 eetings: 3  Absent  0 0 0 1 0 0 0 0 1 0 0 0 1 0 0 0 0 1 0	Eligible Meetings  7 7 6 7 7  Total Eligible Meetings  2 3 3 3 3 3 3 7 Total Eligible Meetings	Attendance  100% 71% 83% 100% 100% 100%  Percentage of Attendance 100% 67% 100% 100% 100% 100% 57% 100% 100% 100% 100% 100%	Unexcused Absences  0 1 0 0 0 Total Unexcused Absences  0 0 0 Total Unexcused Absences  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Unexcused
Au, Wing-Yin (Carey) Bremond, Daniel Davis-East, Anne* Shanmugasundaram, Jill Su, "Ray" Zhan *Resigned effective 3/17/2015  Heritage Preservation Commission  Dietrich, Hannalore* Johnson, Mark Larsen, Dixie Michitaka, Sachihiko (Mike) Mouritsen, Dale Squellati, David Stanek, Jeanine *Term start date 9/17/2014  Housing and Human Services Commission  Chiu, Dennis Evans, Patti Gilbert, Diana Jeong, Younil	2018 2016 2017 2016 2015  Term Ends  2018 2018 2015 2017 2016 2018 2016 2015  Term Ends  2018 2016 2017 2016 2017 2016	Pres.  4 4 4 4 4 Pres.  1 2 2 2 2 2 2 2 2 2 1 Regu Pres. 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	EA	gs: 4  UA  0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)  0 2 0 0 0 0  Total Absences (EA+UA)  0 0 0 0 0 0 Total Absences (EA+UA)  1 2 0 1	Regular Meetings  4 4 4 4 4 4 Eligible Regular Meetings  1 2 2 2 2 2 2 Eligible Regular Meetings  Sample Regular Meetings	Pres.  July - Dec. 2 Meetin  Pres.  - 1 1 1 1 1 1 July - Dec. 2 Meetin	Absent	Pres.  3 3 1 3 3 Janua Regularia 1 1 1 1 Janua Regularia 1 1 4 Pres. 4	EA  0 0 1 0 1 0 0 ary - June lar Meeting  EA 0 0 0 0 0 0 0 0 1 ary - June 1 0 0 1 1 0 1 1 0 1 1	2015 0 0 0 0 0 0 0 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)  0 0 1 0 0 1 0 Total Absences (EA+UA)  0 0 0 1 0 0 Total Absences (EA+UA)  1 0 0 1 1 0 1 1 0 1 1 0 1	Regular Meetings  3 3 2 3 3 Eligible Regular Meetings  1 1 1 1 1 1 Eligible Regular Meetings	Pres.  2 2 1 January - Special Mo Pres. 3 2 3 3 3 2 3 January - Special Mo	Absent  O O O O O O O O O O O O O O O O O O	Fligible Meetings  7 7 6 7 7 Total Eligible Meetings  2 3 3 3 3 3 Total Eligible Meetings	Attendance  100% 71% 83% 100% 100% 100%  Percentage of Attendance 100% 67% 100% 100% 100% 100% 57% 100% 100% 100% 100% 100% 100% 100% 10	Unexcused Absences  0 1 0 0 0 0  Total Unexcused Absences  0 0 0  Total Unexcused Absences  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Unexcused
Au, Wing-Yin (Carey) Bremond, Daniel Davis-East, Anne* Shanmugasundaram, Jill Su, "Ray" Zhan *Resigned effective 3/17/2015  Heritage Preservation Commission  Dietrich, Hannalore* Johnson, Mark Larsen, Dixie Michitaka, Sachihiko (Mike) Mouritsen, Dale Squellati, David Stanek, Jeanine *Term start date 9/17/2014  Housing and Human Services Commission  Chiu, Dennis Evans, Patti Gilbert, Diana Jeong, Younil McCloud, Chrichelle	2018 2016 2017 2016 2015  Term Ends  2018 2015 2017 2016 2018 2016 2015  Term Ends  2018 2016 2015  2016 2017 2016 2017 2016 2017	Pres.  4 4 4 4 4 Pres.  1 2 2 2 2 2 2 2 2 2 1 Regu Pres. 2 1 3 2 3	EA	gs: 4  UA  0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)	Regular Meetings  4 4 4 4 4 4 Eligible Regular Meetings  1 2 2 2 2 2 2 2 3 Eligible Regular Meetings  Sample Regular Meetings  3 3 3 3 3 3 3 3 3	Pres.  July - Dec. 2 Meetin  Pres.  - 1 1 1 1 1 1 July - Dec. 2 Meetin	Absent	Pres.  3 3 1 3 3 1 3 3  Janua Regularia   Pres. 1 1 1 1 1 1 1 1 1 4 3 4 3 4 3 4	EA  0 0 1 0 1 0 0 ary - June ular Meeting EA 0 0 0 0 0 0 0 0 0 0 0 0 1 EA 0 1 0 0 1 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0 1 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0	2015 gs: 1 UA 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)  0 0 1 0 0 1 0 Total Absences (EA+UA)  0 0 0 1 Absences (EA+UA)  0 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 0 0 0 1 1 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 0	Regular Meetings  3 3 2 3 3 Eligible Regular Meetings  1 1 1 1 1 1 Eligible Regular Meetings	Pres.  2 2 1 January - Special Mo Pres. 3 2 3 3 3 2 3 January - Special Mo	Absent  O O O O O O O O O O O O O O O O O O	Eligible Meetings  7 7 6 7 7  Total Eligible Meetings  2 3 3 3 3 3 3 7 Total Eligible Meetings	Attendance  100% 71% 83% 100% 100% 100%  Percentage of Attendance 100% 67% 100% 100% 100% 100% 100% 100% 100% 10	Unexcused Absences  O Total Unexcused Absences  O O O O O O O O O O O O O O O O O O	Unexcused
Au, Wing-Yin (Carey) Bremond, Daniel Davis-East, Anne* Shanmugasundaram, Jill Su, "Ray" Zhan *Resigned effective 3/17/2015  Heritage Preservation Commission  Dietrich, Hannalore* Johnson, Mark Larsen, Dixie Michitaka, Sachihiko (Mike) Mouritsen, Dale Squellati, David Stanek, Jeanine *Term start date 9/17/2014  Housing and Human Services Commission  Chiu, Dennis Evans, Patti Gilbert, Diana Jeong, Younil	2018 2016 2017 2016 2015  Term Ends  2018 2018 2015 2017 2016 2018 2016 2015  Term Ends  2018 2016 2017 2016 2017 2016	Pres.  4 4 4 4 4 Pres.  1 2 2 2 2 2 2 2 2 2 1 Regu Pres. 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	EA	gs: 4  UA  0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)  0 2 0 0 0 0  Total Absences (EA+UA)  0 0 0 0 0 0 Total Absences (EA+UA)  1 2 0 1	Regular Meetings  4 4 4 4 4 4 Eligible Regular Meetings  1 2 2 2 2 2 2 Eligible Regular Meetings  Sample Regular Meetings	Pres.  July - Dec. 2 Meetin  Pres.  - 1 1 1 1 1 1 July - Dec. 2 Meetin	Absent	Pres.  3 3 1 3 3 Janua Regularia 1 1 1 1 1 Janua Regularia 1 1 1 1 1 1 4 3 4 4	EA  0 0 1 0 1 0 0 ary - June lar Meeting  EA 0 0 0 0 0 0 0 0 1 ary - June 1 0 0 1 1 0 1 1 0 1 1	2015 0 0 0 0 0 0 0 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0	Absences (EA+UA)  0 0 1 0 0 1 0 Total Absences (EA+UA)  0 0 0 1 0 0 Total Absences (EA+UA)  1 0 0 1 1 0 1 1 0 1 1 0 1	Regular Meetings  3 3 2 3 3 Eligible Regular Meetings  1 1 1 1 1 1 Eligible Regular Meetings	Pres.  2 2 1 January - Special Mo Pres. 3 2 3 3 3 2 3 January - Special Mo	Absent  O O O O O O O O O O O O O O O O O O	Eligible Meetings  7 7 6 7 7  Total Eligible Meetings  2 3 3 3 3 3 3 7 Total Eligible Meetings	Attendance  100% 71% 83% 100% 100% 100%  Percentage of Attendance 100% 67% 100% 100% 100% 100% 57% 100% 100% 100% 100% 100% 100% 100% 10	Unexcused Absences  0 1 0 0 0 0  Total Unexcused Absences  0 0 0  Total Unexcused Absences  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Unexcused

## Board and Commission Meeting Attendance (Regular and Special Meetings) January - June 2015

					July - Decem	ber 2014						January - Ju	une 2015				Total: July 20	14 - June 201	5										
Parks and Recreation Commission	Term Ends			y - Dec. 2 Ilar Meetir	014	Total Absences	Eligible	1	2014 Special ings: 0		ary - Jun ılar Meeti		Total Absences (EA+UA)	Eligible Regular Meetings	•	June 2015 leetings: 2	Total Eligible Meetings	Percentage of	Total Unexcused Absences	Percentage of Unexcused									
		Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Pres.	EA	UA	- (EA+UA)	Meetings	Pres.	Absent	Weetings	Attendance	Absences	Absences										
Alexander III, Henry	2016	3	1	0	1	4	-	-	4	0	0	0	4	2	0	8	88%	0	0%										
Kenton, Ralph	2017	4	0	0	0	4	-	-	4	0	0	0	4	2	0	8	100%	0	0%										
Pasqua, Craig	2015	3	1	0	1	4	-	-	4	0	0	0	4	1	1	8	88%	0	0%										
Pochowski, Robert	2017	3	1	0	1	4	-	-	3	1	0	1	4	2	0	8	75%	0	0%										
Schneck, Andrea*	2018	1	0	0	0	1	-	-	4	0	0	0	4	0	0	5	100%	0	0%										
*Term start date 9/17/2014; resigned effective July 1, 2015																													
Personnel Board	Term Ends		y - Dec. 2 Neetings:		Total Absences (EA+UA)	Eligible Meetings	N	I/A		ary - Jun Meetings		Total Absences (EA+UA)	Eligible Meetings	N	N/A		N/A		N/A		Percentage of	Total Unexcused Absences	Percentage of Unexcused						
		Pres.	EA	UA	(EA+UA)				Pres.	EA	UA	(EA+UA)				Meetings	Attendance	Absences	Absences										
Ketzel, Marc	2016	-	-	-	-	0			-	-	-	-	0			0	-	-	-										
Knaebel, Michael	2016	-	-	-	-	0			-	-	-	-	0			0	-	-	-										
Nickey, Judith	2015	-	-	-	-	0			-	-	-	-	0			0	-	-	-										
Oberman, Traci	2018	-	-	-	-	0			-	-	-	-	0			0	-	-	-										
Sellers, Garry	2017	-	-	-	-	0			-	-	-	-	0			0	-	-	-										
Diameter Const.	Term		y - Dec. 2 Iar Meetin		Total	Eligible		2014 Special ings: 0		ary - Jun		Total	Eligible Regular	January - June 2015 Special Meetings: 0		•		•		•		•		•		Total	Percentage of	Total Unexcused	Percentage of Unexcused
Planning Commission	Ends	Regui	iai ivieetiii	ıys. I I	Absences	Regular	ivieeti	iligs: u	Regu	lar Meetii	ngs: 11	Absences		Special W	eetings: 0	Eligible	Percentage of												
Planning Commission	Ends	Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	Pres.	EA	UA	(EA+UA)	Meetings	Pres.	Absent	- Meetings	Percentage of Attendance	Unexcused Absences											
Planning Commission  Durham, Ralph	<b>Ends</b> 2015					_										_			Unexcused										
-		Pres.	EA	UA	(EA+UA)	Meetings			Pres.		UA		Meetings	Pres.		Meetings	Attendance	Absences	Unexcused Absences										
Durham, Ralph	2015	Pres.	EA	<b>UA</b> 0	(EA+UA)	Meetings 11	Pres.	Absent	<b>Pres.</b> 10		<b>UA</b> 0		Meetings 11	Pres.	Absent -	Meetings 22	Attendance 95%	Absences 0	Unexcused Absences 0%										
Durham, Ralph Harrison, Sue	2015 2018 2016 2016	Pres. 11 10 10 10	<b>EA</b> 0 1	0 0	0 1	Meetings 11 11	Pres.	Absent -	Pres. 10 10	1 1	0 0	1 1	Meetings 11 11	Pres.	Absent -	22 22 22 22 22 22	95% 91% 91% 95%	Absences 0 0	Unexcused Absences 0% 0% 0% 0% 0%										
Durham, Ralph Harrison, Sue Klein, Larry Melton, Russell Olevson, Ken	2015 2018 2016 2016 2017	Pres.  11  10  10  10  10	<b>EA</b> 0 1	0 0 0	0 1 1 1 1	11 11 11 11 11	Pres.	Absent	Pres.  10 10 10 11 11	1 1 1	0 0 0 0 0	1 1 1	11 11 11 11 11	Pres.	Absent -	22 22 22 22 22 22 22	95% 91% 91% 95% 95%	0 0 0 0 0	Unexcused										
Durham, Ralph Harrison, Sue Klein, Larry Melton, Russell Olevson, Ken Rheaume, Ken	2015 2018 2016 2016 2017 2018	Pres. 11 10 10 10 10 11	<b>EA</b> 0 1	0 0 0	0 1	11 11 11 11 11 11	Pres	Absent	Pres. 10 10 10 11 11 11	1 1 1 0 0	0 0 0 0 0 0	1 1 1 0 0	11 11 11 11 11 11	Pres	Absent	22 22 22 22 22 22 22 22	95% 91% 91% 91% 95% 95%	0 0 0 0 0 0	Unexcused Absences  0% 0% 0% 0% 0% 0% 0%										
Durham, Ralph Harrison, Sue Klein, Larry Melton, Russell Olevson, Ken	2015 2018 2016 2016 2017	Pres.  11  10  10  10  10	0 1 1 1 1	0 0 0 0 0	0 1 1 1 1	11 11 11 11 11	Pres	Absent	Pres.  10 10 10 11 11	1 1 1 0	0 0 0 0 0	1 1 1 0	11 11 11 11 11	Pres	Absent	22 22 22 22 22 22 22	95% 91% 91% 95% 95%	0 0 0 0 0	Unexcused										
Durham, Ralph Harrison, Sue Klein, Larry Melton, Russell Olevson, Ken Rheaume, Ken	2015 2018 2016 2016 2017 2018	Pres.  11  10  10  10  10  11  10  11  Regu	EA 0 1 1 1 0 1 y - Dec. 2	0 0 0 0 0 0 0 0	0 1 1 1 1 0 1 Total Absences	11 11 11 11 11 11 11 11 Eligible	Pres.  July - Dec. Meeti	Absent 2014 Special ings: 0	Pres.  10  10  10  11  11  10  9  Janu Regu	EA 1 1 0 0 1 2 ary - Jun	UA 0 0 0 0 0 0 0 0 0 0 0 pe 2015 ngs: 4	1 1 1 0 0	11 11 11 11 11 11 11 Eligible	Pres.  January - Special M	Absent June 2015 leetings: 3	22 22 22 22 22 22 22 22	95% 91% 91% 95% 95% 95% 95% 95% Percentage of	0 0 0 0 0 0	Unexcused Absences  0% 0% 0% 0% 0% 0% 0% O% O% O% O% OM OM OM OM OM OM OM OM OM OM OM OM OM										
Durham, Ralph Harrison, Sue Klein, Larry Melton, Russell Olevson, Ken Rheaume, Ken Simons, David  Sustainability Commission	2015 2018 2016 2016 2017 2018 2015 <b>Term</b> <b>Ends</b>	Pres.  11 10 10 10 10 11 10 Jul Regul	EA 0 1 1 1 1 0 1 y - Dec. 2	0 0 0 0 0 0 0 0	0 1 1 1 1 0 1 Total Absences	Meetings  11 11 11 11 11 11 11 Eligible Regular Meetings	Pres.  July - Dec. Meeti	Absent  2014 Special ings: 0	Pres.  10 10 10 11 11 11 9  Janu Regu	EA  1 1 0 0 1 2 ary - Jun	UA 0 0 0 0 0 0 0 0 0 0 0 te 2015 ngs: 4	(EA+UA)  1 1 0 0 1 2 Total Absences (EA+UA)	Meetings  11 11 11 11 11 11 Eligible Regular Meetings	Pres.  January - Special M	Absent	Meetings  22 22 22 22 22 22 22 Total Eligible Meetings	95% 91% 91% 95% 95% 95% 95% 86%  Percentage of Attendance	O O O O O O O O O O O O O O O Absences	Unexcused Absences  0% 0% 0% 0% 0% 0% 0% O% O% O% Absences										
Durham, Ralph Harrison, Sue Klein, Larry Melton, Russell Olevson, Ken Rheaume, Ken Simons, David  Sustainability Commission  Fukumoto, Barbara	2015 2018 2016 2016 2017 2018 2015 <b>Term</b> <b>Ends</b>	Pres.  11 10 10 10 10 11 10 Jul Regul Pres. 4	EA  0 1 1 1 1 0 1 y - Dec. 2 lar Meetin	0 0 0 0 0 0 0 0 0 0	(EA+UA)  0 1 1 1 0 1 Total Absences (EA+UA)	Meetings  11 11 11 11 11 11 Eligible Regular Meetings	Pres.  July - Dec. Meeti	Absent  2014 Special ings: 0  Absent -	Pres.  10 10 10 11 11 11 10 9  Janu Regu	1 1 0 0 1 2 ary - Junuar Meeti	UA 0 0 0 0 0 0 0 0 0 0 0 0 UA 0 UA 0 UA	(EA+UA)  1 1 0 0 1 2 Total Absences (EA+UA)	Meetings  11 11 11 11 11 11 11 Eligible Regular	Pres.  January - Special M  Pres. 2	Absent  June 2015 leetings: 3	Meetings  22 22 22 22 22 22 22 Total Eligible Meetings	95% 91% 91% 95% 95% 95% 86%  Percentage of Attendance 89%	Absences  0 0 0 0 0 0 0 Total Unexcused Absences	Unexcused Absences  0% 0% 0% 0% 0% 0% 0% O%										
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### **Agenda Item**

**15-0774 Agenda Date:** 8/11/2015

### REPORT TO COUNCIL

### **SUBJECT**

Appointed Members to the Sunnyvale El Camino Real Corridor Plan Advisory Committee (Information Only)

### **BACKGROUND**

In March 2015 (RTC 15-0119), the City Council determined the composition of a community advisory committee to help guide the preparation of the Sunnyvale El Camino Real Corridor Plan (ECR Plan). The ECR Plan Advisory Committee (ECRPAC) will consist of four Commission representatives, three residents and three property owners/business representatives from the study area, and one resident and one property owner/business representative from the City at large, for a total of 12 members. The ECRPAC is intended to represent a broad cross-section of the community. The ECRPAC will be responsible for reviewing information, providing feedback on topics, recommending priorities and working to represent the various perspectives of the community. A Council Ad Hoc Subcommittee (Vice Mayor Martin-Milius and Councilmembers Whittum and Hendricks) was appointed to review applications and make the final selection of members to serve on the ECRPAC.

Staff met with the Council Subcommittee in May to discuss the logistics for the ECRPAC recruitment process. The Council Subcommittee reviewed the draft application form, anticipated schedule and various strategies to notify the public of the ECRPAC recruitment. The Subcommittee selected Councilmember Hendricks to chair their meetings.

The ECRPAC recruitment process for the general public began in mid-June. Staff sent approximately 22,000 postcard notices to property owners and tenants (including residents and businesses) within the ECR Plan area and within a 2,000-foot radius of the Plan area boundary. The recruitment was advertised on the City website, in the *Sunnyvale Sun*, through the City's social media outlets, KSUN and the various City bulletin boards. Email announcements were also sent to neighborhood associations, registered users of Open City Hall and the ECR Plan interested parties mailing list. Staff utilized Open City Hall to directly accept applications online, provided applications for download on the project website at *PlanElCaminoReal.inSunnyvale.com*, and placed hard copies of the applications at the One-Stop Permit Center, Library and Community Center lobbies.

### **DISCUSSION**

The Council Subcommittee held a meeting on July 29, 2015 to discuss the applications and appoint members to the ECRPAC. The Council Subcommittee reviewed 63 applications. Of the 63 applications, 42 were received directly through Open City Hall, and the rest via email, postal mail or walk-in. The majority of the Open City Hall applications were from first-time users of the platform. The Council Subcommittee acknowledged that many of the applicants were "new" names, suggesting that the ECRPAC recruitment process may have been the first time these citizens have participated in a City process.

**Agenda Date:** 8/11/2015

15-0774

The Council Subcommittee discussed the applications at great length and strived to assemble a Committee with a diversity of perspectives, a balance between residents, property owners and businesses (many applicants were eligible for more than one category) and a good distribution of geographic representation (Attachment 1). The Subcommittee appointed the following members to the ECRPAC, which also includes the Commission representatives nominated by their respective Commissions:

RI	APPOINTEES	
Study/Plan	Residents	Chris Figone Christopher Wiegel Rutawari Sharma
Area	Property Owners/Business Representatives	Michael Shum Raj Singh Steve Pavlina
	Residents	Gary Guiffre
City at Large	Property Owners/Business Representatives/	Linda Garcia
	Housing and Human Services Commission	Chrichelle McCloud
Boards and Commissions	Bicycle and Pedestrian Advisory Commission	Margaret Okuzumi
Commissions	Sustainability Commission	Petya Kisyova
	Planning Commission	Sue Harrison
Tot	al Number of ECRPAC Members	12

In addition, the Subcommittee selected and ranked four alternates to fill a position in any of the resident or property owner/business representative categories should a member resign from the ECRPAC. The following alternates will fill a vacant position in the order they are ranked:

- 1. Shelby Troxell
- 2. John McGowan
- 3. Karen Galatis
- 4. Tracy Tripp

It is anticipated that the first ECRPAC meeting will take place in September. The Council Subcommittee members plan to attend the first meeting to thank and welcome the appointed ECRPAC members.

**15-0774 Agenda Date:** 8/11/2015

All applicants, both selected and not selected, will be notified this week regarding the decision of the Council Ad Hoc Subcommittee.

### **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: Rosemarie Zulueta, Associate Planner

Reviewed by: Trudi Ryan, Planning Officer

Reviewed by: Hanson Hom, Director, Community Development Department

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager

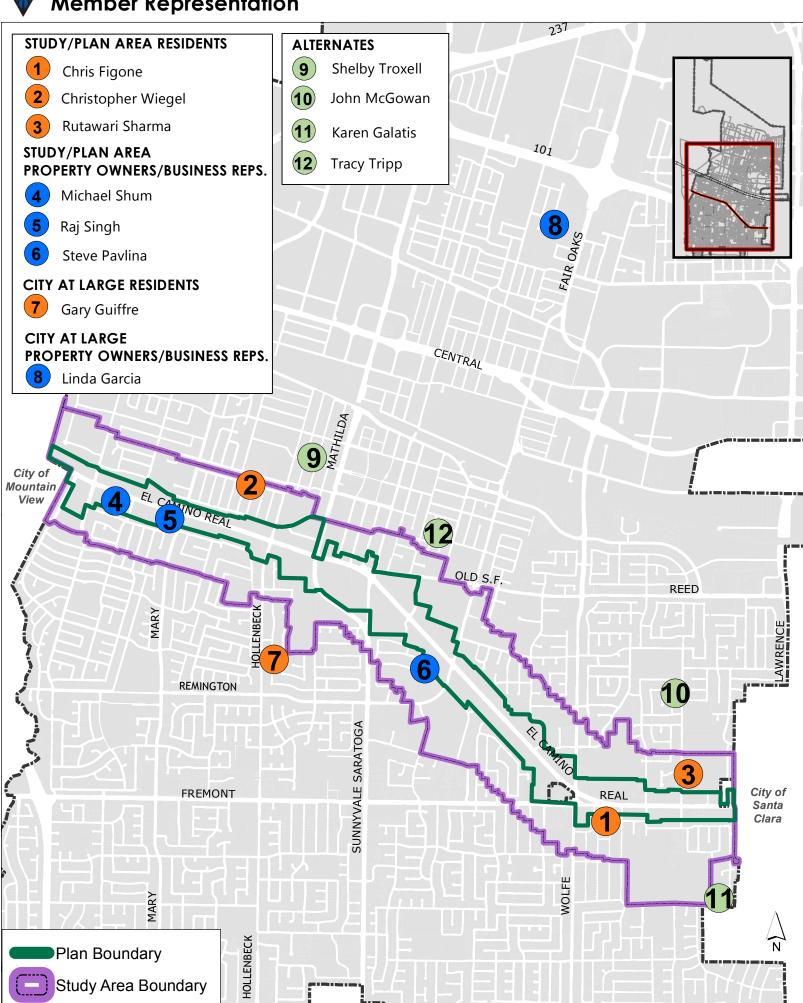
### **ATTACHMENT**

1. ECRPAC Member Representation Map



## Sunnyvale El Camino Real Corridor Plan Advisory Committee Member Representation

Attachment 1 Page 1 of 1





### Agenda Item

**15-0768 Agenda Date**: 8/11/2015

Study Session Summary of July 28, 2015 - Board and Commission Interviews

### Call to Order:

Mayor Griffith called the meeting to order at 6:05 p.m.

### **City Councilmembers Present:**

Mayor Jim Griffith
Vice Mayor Tara Martin-Milius
Councilmember David Whittum
Councilmember Pat Meyering
Councilmember Jim Davis
Councilmember Glenn Hendricks
Councilmember Gustav Larsson

### **Study Session Summary:**

The following individuals were interviewed for vacancies on boards and commissions:

Narendra Pathak - Planning Commission Elinor Stetson - Planning Commission Kenneth Valenzuela - Heritage Preservation Commission

### **Public Comment:**

None

### Adjournment:

Mayor Griffith adjourned the meeting at 6:50 p.m.



## Agenda Item

**15-0679** Agenda Date: 8/11/2015

**Board/Commission Meeting Minutes** 



# Meeting Minutes - Draft Bicycle and Pedestrian Advisory Commission

Thursday, July 16, 2015

6:30 PM

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

### **CALL TO ORDER**

Chair Jones called the meeting to order at 6:35 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)

### **PUBLIC ANNOUNCEMENTS**

Chair Jones reminded all of the Silicon Valley Bike Summit scheduled for August 26 at which the Vision Zero plan will be focused on.

Commissioner Welch announced that cyclists are still needed for the Wipeout Cancer Sports Day for Charity event on July 25. Welch also stated that the event will have a free Bike Rodeo for kids and that Bay Area BikeMobile will be there.

Vice Chair Jackson reported that the Library Bike Repair Station is now open, the Caltrain board voted on a bike capacity of 12.5 on electric trains, and that he's gotten positive feedback on the utility bill stuffer. Jackson also shared that a recent real estate newsletter had a walking, biking, and transit score on it.

### **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** <u>15-0712</u> Draft Minutes of the Bicycle and Pedestrian Advisory

Commission Meeting of June 18, 2015

**1. B** 15-0713 2015 Master Plan

### **PUBLIC COMMENTS**

Dr. Erika Torres, citizen of Sunnyvale, shared safety concerns for bicyclists on Wolfe Road between Reed Avenue and Maria Lane and asked about the process for making improvements. Commissioners informed Dr. Torres that bike lanes are considered when streets are resurfaced, potential capital projects are considered annually when the Department of Public Safety reports on bicycle and pedestrian collisions, and community input is received by the Council when there is a new development such as Butcher's Corner.

A resident of the City of Santa Clara expressed concern that there are few connecting bike lanes between Sunnyvale and Santa Clara. Planning Commissioner Dave Simons, Sunnyvale's representative for the Valley Transportation Authority (VTA) BPAC, informed the Santa Clara resident that the VTA is currently collecting input on the Countywide Bicycle Plan.

Mr. Simons discussed the last VTA workshop. One item discussed was the Crossroads software used to report collisions; the other item was the interim plan for the Page Mill/I-280 Interchange. Simons also shared the concept of unbundled parking, paying for parking separately from housing or office space.

### **PRESENTATION**

<u>15-0711</u> Commissioner Led Presentation - Bollards/Chicanes on Off-Street Paths

Vice Chair Jackson reviewed the Caltrans Highway Design Manual (HDM) on Bike Paths and shared how many posts and gates on off-street paths do not follow the guidelines; they are safety hazards for bicyclists and pedestrians.

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

### 2. <u>15-0246</u> Approval of the Mathilda Avenue Plan Line

Alternative 1: Recommend that Council Approve the Mathilda Plan Line, direct staff to update Municipal Code Section 19.06.050 to reflect this plan line and file the plan line map with the County Recorder's Office.

Jennifer Ng, Assistant City Engineer, presented the Mathilda Avenue Plan Line. The grant funded plan aims to identify both the limits of the right of way needed to build the roadway and how bike lanes can fit in the roadway. The goals of the plan include providing safety, comfort, and convenience for all types of users and modes of transport as well as increasing livability and quality of life. Marcelo Cosentino, Technical Consultant, provided technical details.

Commissioners expressed concern regarding lane widths for both vehicles and bicycles. Assistant City Engineer Ng informed Commissioners that the typical sections presented are conceptual alignments and that Council will be approving the east and west right of way limits of Mathilda.

Dave Simons, representative for the Valley Transportation Authority (VTA) BPAC, expressed concern regarding the planter widths in relation to the speed limit and stated that the plan should meet the VTA's Pedestrian Technical Guidelines. Mr. Simons also recommended that planter boxes have large trees and engineered fill to ensure that the trees have a long life and that their roots do not uplift the sidewalk.

Vice Chair Jackson expressed concern that the existing policy section of the plan does not include the Street Space Allocation policies. Mr. Jackson recommended looking at Land Use Transportation Element (LUTE) policies LT-5.9 through 5.21 and picking out appropriate policies to be included in the plan. Jackson also voiced his disagreement with the wording of the plan as it states it completes the bicycle network on Mathilda.

Commissioner Cordes suggested extending the northern limit of the plan from Washington Ave to Evelyn Ave for connectivity to the train station.

Vice Chair Jackson moved and Commissioner Okuzumi seconded the motion to accept the staff recommendation with the additional points of clarification that were raised. 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

### 3. 15-0714 Election of Officers

For the office of Chair, Vice Chair Jackson nominated Chair Jones for re-election. No further nominations were made.

For the office of Vice Chair, Commissioner Rausch nominated Commissioner Cordes; Commissioner Okuzumi nominated herself. Commissioners elected Commissioner Cordes.

### **4.** <u>15-0715</u> Proposed Study Issues Vote

Principal Transportation Engineer Carol Shariat informed Commissioners that a majority vote must be taken to propose Study Issues.

Commissioner Welch moved and Vice Chair Jackson seconded the motion to propose a Study Issue on adopting a Vision Zero Plan within the City of Sunnyvale. 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

Vice Chair Jackson moved and Commissioner Okuzumi seconded the motion to propose a Study Issue on investigating what it will take for City-owned off-street paths to comply with the Caltrans HDM and the California Manual on Uniform Traffic Control Devices (MUTCD) guidelines. 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

Vice Chair Jackson moved and Commissioner Okuzumi seconded the motion to propose a Study Issue on creating a centralized database for bicycle and pedestrian projects that the public can access. 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

Vice Chair Jackson moved and Commissioner Welch seconded the motion to propose a Study Issue on developing procedures to ensure off-street parking capacity is included in parking surveys. The motion carried by the following vote:

Yes 6 - Chair Jones

Vice Chair Jackson

**Commissioner Cordes** 

Commissioner Kolber

Commissioner Okuzumi

Commissioner Welch

No 1 - Commissioner Rausch

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

### **Commissioner Comments**

Commissioner Okuzumi reported on the 12-year-old boy who passed away after being hit while bicycling on El Camino Real near Henderson Ave. Okuzumi stressed the importance of the Vision Zero Plan.

Vice Chair Jackson recommended including BPAC meeting information as part of every response to the public for any emails that come in through the BPAC Answerpoint to let them know they are welcome to attend and discuss their concerns. Jackson also requested reevaluating the language that comes to BPAC Commissioners stating that they cannot contact the public. Principal Transportation Engineer Shariat stated that the template is provided by the Office of the City Manager but she will look into it.

### **Staff Comments**

Principal Transportation Engineer Shariat announced the following agenda items changes:

- Peery Park Specific Plan scheduled for August will be moved to a later date
- Wolfe Road Corridor Study will be moved to August

Vice Chair Jackson agreed to move his Buffered Bike Lane Standards presentation to September.

### **INFORMATION ONLY REPORTS/ITEMS**

15-0716 Active Items List

### **ADJOURNMENT**

Chair Jones adjourned the meeting at 9:43 p.m.