



City of Sunnyvale

Notice and Agenda

City Council

Tuesday, October 27, 2015

5:00 PM

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

Special Meeting: Closed Session-5 PM | Regular Meeting-7 PM

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

1 Call to Order in the West Conference Room

2 Roll Call

3 Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

4 Convene to Closed Session

[15-0827](#)

Closed Session held pursuant to California Government Code
Section 54957: PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

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**CLOSED SESSION REPORT****SPECIAL ORDER OF THE DAY**[15-0891](#)

SPECIAL ORDER OF THE DAY - Santa Clara Valley Science and Engineering Fair 2015 Award Recipients

ORAL COMMUNICATIONS

This category provides an opportunity for members of the public to address Council on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Mayor) with a maximum of up to three minutes per speaker.

Please note the Brown Act (Open Meeting Law) does not allow Councilmembers to take action on an item not listed on the agenda. 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.

CONSENT CALENDAR

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please submit a speaker card to the City Clerk prior to the start of the meeting or before approval of the consent calendar.

- 1.A [15-0822](#) Approve City Council Meeting Minutes of October 13, 2015

Recommendation: Approve the City Council Meeting Minutes of October 13, 2015 as submitted.

- 1.B [15-0942](#) 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 [15-0197](#) Approve Loan and Regulatory Agreements with MP Morse Court Associates, LP for a Loan of \$1 Million in Housing Mitigation Funds to Rehabilitate Morse Court Apartments

Recommendation: Find that the project is exempt from CEQA pursuant to Guideline 15301(d) and approve the Agreements with MP Morse Court Associates, LP in substantially the form provided in Attachments 1 and 2 to the report, and authorize the City Manager to execute the Agreements in final form as approved by the City Attorney.

- 1.D [15-0868](#) Award of Contract for Seven Police Interceptor Utility Vehicles for Patrol Use (F16-17)

Recommendation: Award a contract in the amount of \$205,599 (\$189,061 plus sales tax in the amount of \$16,538), in substantially the same form as the draft purchase order attached to the report, to Serramonte Ford of Colma for seven police Interceptor utility vehicles.

- 1.E [15-0911](#) Award of Contract for Removal of Overgrown Vegetation from the Oxidation Ponds and Levee Areas at the Water Pollution Control Plant (F16-23)

Recommendation: 1) Award a contract, in substantially the same form as the draft contract attached to the report in the amount not to exceed \$244,740 to Aquatic Environments, Inc. for the Removal of Overgrown Vegetation from Oxidation Ponds at the WPCP; and 2) approve a 10% contract contingency in the amount of \$24,474.

- 1.F [15-0925](#) Award of Bid No. PW16-05 for Traffic Signal Reconstruction at Mathilda/Olive Avenues, Make a Finding of CEQA Categorical Exemption, and Approve Budget Modification No. 10 to appropriate \$85,000 in grant funding

Recommendation: 1) Make a finding of CEQA categorical exemption pursuant to Class 1 Section 15301(a) for existing facilities; 2) approve Budget Modification No. 10 to provide project funding; 3) award a contract, in substantially the same format as Attachment 2 to the report and in the amount of \$547,532 to Tennyson Electric Inc.; and 4) approve a 10% construction contingency in the amount of \$54,532.

- 1.G** [15-0927](#) Award Bid No. PW16-04 for Concrete Sidewalk, Curb, Gutter and Driveway Approaches, Approve Budget Modification No. 11 in the Amount of \$210,919 and Make Finding of CEQA Categorical Exemption

Recommendation: 1) Make a finding of CEQA categorical exemption pursuant to Class 1 Section 15301(c) for existing facilities; 2) approve Budget Modification No. 11 to provide project funding; 3) award a contract, in substantially the same format as Attachment 2 to the report and in the amount of \$2,016,879 to JJR Construction Inc.; and 4) approve a 10% construction contingency in the amount of \$201,688.

- 1.H** [15-0932](#) Appoint New Member to the NOVA Workforce Board

Recommendation: Appoint Mr. Lionel de Maine to the NOVA Workforce Board.

- 1.I** [15-0926](#) Receive and File the City of Sunnyvale Investment Report - 3rd Quarter 2015

Recommendation: Receive and file the City of Sunnyvale FY 2015/16 Period 3 investment report - 3rd Quarter 2015.

PUBLIC HEARINGS/GENERAL BUSINESS

If you wish to speak to a public hearings/general business item, please fill out a speaker card and give it to the City Clerk. You will be recognized at the time the item is being considered by Council. Each speaker is limited to a maximum of three minutes. For land-use items, applicants are limited to a maximum of 10 minutes for opening comments and 5 minutes for closing comments.

- 2 [15-0971](#) REQUEST FOR CONTINUATION to November 10, 2015
File #: 2015-7259
Location: 423 E. Maude Ave. (APN: 204-21-006)
Zoning: R-3 (Medium Density Residential)
Proposed Project: Call for Review by the City Council of a decision by the Planning Commission approving related applications on a 0.59-acre site:
DESIGN REVIEW to allow 11 townhome units;
VESTING TENTATIVE MAP to subdivide one lot into 11 lots plus one common lot, and
VARIANCE to allow an average front yard setback along Maude Ave. of 18 feet 10 inches, where 20 feet average is required.
Applicant / Owner: Classic Communities / Robert Alonso
Trustee
Environmental Review: Mitigated Negative Declaration

Recommendation: Continue this item to November 10, 2015.

- 3 [15-0757](#) Introduce an Ordinance to Amend Various Sections of the Sunnyvale Municipal Code Title 19 (Zoning) Related to Child Care Facilities (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 25, 2015)

Recommendation: Alternatives 1, 2 and 3: 1) Find that the project is exempt from CEQA under Guideline 15061(b)(3); 2) Introduce an ordinance (Attachment 3) to amend Chapters 19.12, 19.18, 19.20, 19.22, 19.24, 19.29 and 19.98 of Title 19 of the Sunnyvale Municipal Code to consolidate business-sponsored child care facilities into one category and remove the upper limit on the number of children allowed at these child care facilities; require a Use Permit (UP) for business-sponsored child care facilities in industrial zoning districts and a Special Development Permit (SDP) in the Moffett Park Specific Plan area; and require a Miscellaneous Plan Permit (MPP) for commercial child care facilities with 30 children or fewer in commercial, office and public facilities zoning districts (excludes residential districts); and 3) Approve the Guidelines for Commercial Child Care Centers.

- 4 15-0984** Reintroduce Ordinance Amending Chapter 9.41 (Massage Establishments and Massage Therapists) and Title 19 (Zoning) of the Sunnyvale Municipal Code and Adopt Revised Resolution Amending Fees, Rates and Charges Related to Massage Establishment Permits, Section 7.06 of the FY2015/16 Fee Schedule

Recommendation: Reintroduce Ordinance Amending Chapter 9.41 (Massage Establishments and Massage Therapists) and Title 19 (Zoning) of the Sunnyvale Municipal Code and Adopt Revised Resolution Amending the City's Fees, Rates and Charges Resolution Pertaining to Adult Entertainment and Massage Establishment Licensing and Permitting Fees, and Superseding Resolution No. 717-15.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

- [15-0384](#) Tentative Council Meeting Agenda Calendar
- [15-0767](#) Information/Action Items
- [15-0236](#) Board/Commission Meeting Minutes

ADJOURNMENT

NOTICE TO THE PUBLIC

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

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

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

Planning a presentation for a City Council meeting?

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

Planning to provide materials to Council?

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

Upcoming Meetings

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

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

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



City of Sunnyvale

Agenda Item

15-0827

Agenda Date: 10/27/2015

Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE
APPOINTMENT

Title: City Attorney



City of Sunnyvale

Agenda Item

15-0891

Agenda Date: 10/27/2015

SPECIAL ORDER OF THE DAY - Santa Clara Valley Science and Engineering Fair 2015 Award Recipients



City of Sunnyvale

Agenda Item

15-0822

Agenda Date: 10/27/2015

SUBJECT

Approve City Council Meeting Minutes of October 13, 2015

RECOMMENDATION

Approve the City Council Meeting Minutes of October 13, 2015 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, October 13, 2015

7:00 PM

Council Chambers, City Hall, 456 W. Olive
Ave., Sunnyvale, CA 94086

CALL TO ORDER

Mayor Griffith called the meeting to order in Council Chambers.

SALUTE TO THE FLAG

Mayor Griffith led the salute to the flag.

ROLL CALL

Present: 7 - Mayor Jim Griffith
Vice Mayor Tara Martin-Milius
Councilmember David Whittum
Councilmember Pat Meyering
Councilmember Jim Davis
Councilmember Glenn Hendricks
Councilmember Gustav Larsson

SPECIAL ORDER OF THE DAY

[15-0471](#) SPECIAL ORDER OF THE DAY - Annual Fire Safety Poster
Contest Awards Presentation

Chief of Public Safety Frank Grgurina, Network Resource Officer Jahari Tracy, Public Safety Specialist Dori Fontaine and Kiwani's Club of Silicon Valley President Joanne Barr presented the fire safety poster contest awards.

ORAL COMMUNICATIONS

Mayor Griffith announced a special Closed Session meeting on October 20 regarding successor agency litigation and real property negotiations related to the Town Center.

Councilmember Davis announced a Family Fun Day event at Columbia Neighborhood Center.

Councilmember Larsson announced board and commission vacancies and an application deadline.

Ellen Huynh, SummerHill Housing Group, announced the upcoming Turkey Trot event.

Stan Hendryx spoke regarding the Public Lands for Public Use Act and requested a public hearing be scheduled on the next Council meeting agenda. Hendryx provided a PowerPoint presentation.

Kevin Chen, President, Sunnyvale Teen Advisory Committee (TAC), announced an upcoming pumpkin decoration and costume contest and an upcoming open mic night.

Raymond Greer spoke in opposition to the massage ordinance and requested reconsideration of the ordinance.

Michael Goldman announced an upcoming event regarding the Sunnyvale Public Lands for Public Use Act and provided a PowerPoint presentation.

Maria Pan spoke regarding posting outreach meeting notices at the Library.

David Wessel spoke regarding the massage ordinance and the California Massage Therapy Act and provided a PowerPoint presentation.

Sima Srivistava, Sunnyvale Urban Forest Advocates (SUFA), proposed a study issue regarding the urban forest management plan and provided written materials.

Stela Jacobs spoke in opposition to the massage ordinance.

CONSENT CALENDAR

Councilmember Meyering pulled Items 1.A, 1.B, 1.C and 1.D.

Councilmember Davis pulled Item 1.E.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Hendricks seconded the motion to approve Consent Calendar Items 1.F 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 [15-0922](#) Approve City Council Meeting Minutes of September 29, 2015

Public Hearing opened at 11:40 p.m.

No speakers.

Public Hearing closed at 11:40 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Davis seconded the motion to approve the City Council Meeting Minutes of September 29, 2015 as submitted.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.B [15-0871](#) Approve the List(s) of Claims and Bills Approved for Payment
by the City Manager

Public Hearing opened at 11:41 p.m.

No speakers.

Public Hearing closed at 11:41 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Davis seconded the motion to approve the list(s) of claims and bills.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.C [15-0858](#) Approve Budget Modification No. 7 to Appropriate FY 2015/16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Grant Funds Totaling \$11,432 for Law Enforcement Equipment

Public Hearing opened at 11:43 p.m.

No speakers.

Public Hearing closed at 11:43 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to approve Budget Modification No. 7 to appropriate Department of Justice, Office of Justice Programs FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Grant funds in the amount of \$11,432 to a new project, FY2015/16 JAG Grant.

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 [15-0863](#) Award of Contract for Waste Reduction Behavior Change Strategies (F15-95)

Public Hearing opened at 11:45 p.m.

No speakers.

Public Hearing closed at 11:45 p.m.

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to 1) Award a contract in the amount of \$199,945 to Action Research to

develop and implement a comprehensive behavior change program, in substantially the same form as the draft consultant services agreement attached to the report; and 2) approve a 5% contract contingency in the amount of \$10,000.

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 [15-0403](#) Adopt a Resolution to Endorse Destination:Home Community Plan to End Homelessness in Santa Clara County 2015-2020

Housing Officer Suzanne Ise responded to questions of Council.

Public Hearing opened at 8:02 p.m.

Anthony King requested deferral of consideration of the resolution for one year.

Shaunn Cartwright spoke regarding the need for an end-user study to get more information about how well the services are helping the users.

Colleen Haley, Destination:Home, spoke in support of the resolution and responded to questions of Council.

Public Hearing closed at 8:35 p.m.

MOTION: Councilmember Whittum moved and Councilmember Davis seconded the motion to refer this to the Housing and Human Services Commission with Council's comments and discussion and with the public input and request a recommendation from them as to the resolution wording Council should consider.

The motion failed by the following vote:

Yes: 3 - Councilmember Whittum
Councilmember Meyering
Councilmember Hendricks

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

MOTION: Vice Mayor Martin-Milius moved and Councilmember Larsson seconded the motion to adopt a resolution to endorse the Destination:Home Community Plan to End Homelessness in Santa Clara County 2015-2020.

FRIENDLY AMENDMENT: Councilmember Davis offered a friendly amendment to strike the last "Whereas" statement and number two on page two.
Vice Mayor Martin-Milius declined to accept the friendly amendment.

FORMAL AMENDMENT: Councilmember Davis moved and Councilmember Meyering seconded a formal amendment to strike the last "Whereas" statement and item number two under "Therefore be it resolved..."

FRIENDLY AMENDMENT: Councilmember Larsson offered a friendly amendment to the formal amendment to restore the last "Whereas" statement to state, "Whereas, the City desires to endorse the Community Plan."
Councilmember Davis accepted the friendly amendment to the formal amendment.

The motion to amend carried by the following vote:

Yes: 5 - Councilmember Whittum
Councilmember Meyering
Councilmember Davis
Councilmember Hendricks
Councilmember Larsson

No: 2 - Mayor Griffith
Vice Mayor Martin-Milius

The main motion as amended 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.F** [15-0937](#) Adopt Ordinance No. 3063-15 Amending the List of Official Plan Line Maps in Section 19.06.050 (Maps-Adopted-Designation) of Title 19 (Zoning) of the Sunnyvale Municipal Code to Amend the Mathilda Avenue Plan Line

Adopt Ordinance No. 3063-15.

- 1.G** [15-0864](#) Adopt the City's Investment Policy for Fiscal Year 2015/16 and Receive the Annual Performance Report for Fiscal Year 2014/15

Adopt the Investment Policy for FY 2015/16 as presented.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [15-0185](#) FILE #: 2015-7636
Location: 838 Azure Street and 842 Sunnyvale-Saratoga Road (APN: 211-18-030)
Proposed Project:
General Plan Amendment Initiation request to study changing the General Plan from Low Density Residential to Low Medium Density Residential.
Applicant/Owner: Xin Lu (owner)
Environmental Review: Not required to initiate a General Plan study. The potential General Plan change and future projects will be subject to the provisions of the California Environmental Quality Act (CEQA).

Community Development Director Hanson Hom provided the staff report.

Public Hearing opened at 9:14 p.m.

Michael Goldman spoke in opposition to changing the density designation to a higher density.

Roger Griffin, Paragon Design Group, on behalf of Xin Lu (owner), provided information regarding the application for a General Plan change and responded to questions of Council.

Public Hearing closed at 9:31 p.m.

MOTION: Councilmember Hendricks moved and Vice Mayor Martin-Milius seconded the motion to approve Alternative 1: Initiate a General Plan Amendment

study to consider changing the site designation from Residential Low Density (RLO 0 7 dwelling units per acre) to Residential Low Medium Density (RLM 7-14 dwelling units per acre), and to consider possible RLM zoning designations of R-1.5, R-1.7 and R-2; and additionally, to expand the area to the north to try to make the zoning and general plan designations consistent.

The motion carried by the following vote:

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

No: 2 - Councilmember Meyering
Councilmember Davis

3 [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 DPS 15-0102)

Department of Public Safety Management Analyst Elaine Ketell provided the staff report. Consultant Daniel Goncher, Harvey M. Rose Associates, LLC, presented an overview of the findings in the Study of Car/Ride Share Impacts on Taxicab Franchises and Review of Taxicab Franchise Regulations. Community Development Director Hanson Hom and Chief of Public Safety Frank Grgurina provided additional information.

Public Hearing opened at 10:47 p.m.

No speakers.

Public Hearing closed at 10:47 p.m.

MOTION: Councilmember Davis moved and Councilmember Whittum seconded the motion to approve Alternative 1: Direct staff to prepare an ordinance amending Sunnyvale Municipal Code, Section 5.36 Taxicabs, in consideration of Consultant study findings and policy options 1, 2, 3, 5, 8 and 9 as presented in this report; and add option 4 as a directive to the City Manager, the Director of Public Safety and/or the Mayor to open a regional dialogue on the idea of taxicab regulations on a Countywide basis.

FRIENDLY AMENDMENT: Vice Mayor Martin-Milius offered a friendly amendment to change option 4 to specifically direct the Mayor to take it to the Cities Association, not the Director of Public Safety or the City Manager. Councilmember Davis accepted the friendly amendment.

FORMAL AMENDMENT: Councilmember Whittum moved to amend the motion and Councilmember Meyering seconded to remove the requirement for 24-hour service.

The motion to amend failed by the following vote:

Yes: 1 - Councilmember Whittum
No: 6 - Mayor Griffith
Vice Mayor Martin-Milius
Councilmember Meyering
Councilmember Davis
Councilmember Hendricks
Councilmember Larsson

The main 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

Council recessed at 11 p.m.

Council reconvened at 11:10 p.m. with all Councilmembers present.

4 [15-0821](#) Adopt a Resolution to Approve the Annexation of the Butcher Property and Find the Project Categorically Exempt under the California Environmental Quality Act

Community Development Director Hanson Hom provided the staff report.

Public Hearing opened at 11:21 p.m.

Zachary Kaufman recommended changing the zoning to R-2 and then annexing it.

Andre Gueziec requested delaying the annexation this year to allow time to look at the best possible use and zoning.

Holly Lofgren recommended pre-zoning before annexing.

Public Hearing closed at 11:28 p.m.

MOTION: Councilmember Davis moved and Vice Mayor Martin-Milius seconded the motion to approve Alternatives 1 and 2: 1) Find that the project is categorically exempt from CEQA pursuant to guideline 15319(a); and 2) Adopt the resolution to approve the annexation of the Butcher property.

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

MOTION: Councilmember Hendricks moved and Councilmember Larsson seconded the motion to continue with the remaining agenda items.

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

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Vice Mayor Martin-Milius reported her attendance at a LAFCO meeting.

Councilmember Whittum reported his attendance at an El Camino Real BRT Policy Advisory Committee meeting and a meeting of the VTA Board.

Councilmember Hendricks reported his attendance at an El Camino Real BRT Policy Advisory Committee meeting and a Department of Public Safety joint fire

training.

Councilmember Meyering reported his attendance at the League of California Cities Annual Conference.

NON-AGENDA ITEMS & COMMENTS

-Council

MOTION: Councilmember Whittum moved and Councilmember Meyering seconded the motion to put on an agenda discussion of deferring Council actions prospectively covered by the Sunnyvale Public Lands for Public Use Act.

The 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

-Council

Councilmember Whittum asked questions of staff regarding scheduling a study session regarding the Stevens Creek Trail project.

MOTION: Councilmember Whittum moved and Councilmember Meyering seconded the motion to put on our agenda discussion of crossing guard program budget authority.

The motion carried by the following vote:

Yes: 4 - Vice Mayor Martin-Milius
Councilmember Whittum
Councilmember Meyering
Councilmember Davis

No: 3 - Mayor Griffith
Councilmember Hendricks
Councilmember Larsson

-Council

Councilmember Meyering requested to be one of the co-sponsors on the study

issue suggested earlier concerning the regulation of trees and tree canopies.

Mayor Griffith reported an all-day Closed Session is being considered on December 10 to discuss the Town Center.

Mayor Griffith reported his attendance at the International Economic Development Conference in Anchorage, Alaska in which the City of Sunnyvale received six awards.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

[15-0848](#) Tentative Council Meeting Agenda Calendar

[15-0766](#) Information/Action Items

[15-0813](#) Board/Commission Meeting Minutes

ADJOURNMENT

Mayor Griffith adjourned the meeting at 12:09 a.m.



City of Sunnyvale

Agenda Item

15-0942

Agenda Date: 10/27/2015

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.	Date	Total Disbursements
785	10/04/15 through 10/10/15	\$4,255,472.71
785	10/11/15 through 10/17/15	\$2,620,721.13

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list(s) of claims and bills.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Grace K. Leung, Director of Finance

Reviewed by: Jane Chambers, Interim Assistant City Manager

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

ATTACHMENT

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

10/19/2015

City of Sunnyvale

LIST # 785

Page 1

List of All Claims and Bills Approved for Payment
For Payments Dated 10/4/2015 through 10/10/2015

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
100273576	10/7/15	AT&T	2190449205RE	Software As a Service	196.46	0.00	196.46	\$196.46
100273577	10/7/15	AT&T	000007044720	Utilities - Telephone	42.07	0.00	42.07	\$23,261.99
			000007061512	Utilities - Telephone	37.12	0.00	37.12	
			000007061521	Utilities - Telephone	20,284.32	0.00	20,284.32	
			000007061909	Utilities - Telephone	2,861.36	0.00	2,861.36	
			000007062109	Utilities - Telephone	37.12	0.00	37.12	
100273578	10/7/15	AZCO SUPPLY	179108	Materials - Land Improve	17,336.93	0.00	17,336.93	\$17,336.93
100273579	10/7/15	ACUSHNET CO	300034948	Inventory Purchase	-714.00	0.00	-714.00	\$37.01
			901335126	Inventory Purchase	103.74	1.90	101.84	
			901375010	Inventory Purchase	380.00	7.60	372.40	
			901381560	Inventory Purchase	282.17	5.40	276.77	
100273580	10/7/15	ADRIAN HERNANDEZ	U3Q3-58R4JZ	DED Services/Training - Support Services	86.50	0.00	86.50	\$86.50
100273581	10/7/15	ADVANCED PC CONCEPTS	1303	City Training Program	2,250.00	0.00	2,250.00	\$2,250.00
100273582	10/7/15	AEGIS ITS INC	15315	Services Maintain Land Improv	115.00	0.00	115.00	\$46,548.32
			15386	Services Maintain Land Improv	2,996.52	0.00	2,996.52	
			15387	Services Maintain Land Improv	3,848.90	0.00	3,848.90	
			15430	Services Maintain Land Improv	7,807.17	0.00	7,807.17	
			15435	Services Maintain Land Improv	29,312.20	0.00	29,312.20	
			15436	Services Maintain Land Improv	2,468.53	0.00	2,468.53	
100273583	10/7/15	AMFASOFT CORP	ADEGAM-02	DED Services/Training - Training	297.50	0.00	297.50	\$10,797.50
			GERDLAU-02	DED Services/Training - Training	2,880.00	0.00	2,880.00	
			GERDSL AU-01	DED Services/Training - Training	1,642.50	0.00	1,642.50	
			HARLAB-01	DED Services/Training - Training	2,610.00	0.00	2,610.00	
			UMESHKUMA R-02	DED Services/Training - Training	487.50	0.00	487.50	
			WASHAD-01	DED Services/Training - Training	2,880.00	0.00	2,880.00	
100273584	10/7/15	AREA TRUCK DRIVING SCHOOL	7356	DED Services/Training - Training	559.50	0.00	559.50	\$5,870.00
			7358	DED Services/Training - Training	5,310.50	0.00	5,310.50	

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100273585	10/7/15	BACKFLOW PREVENTION SPECIALISTS INC	4922	Miscellaneous Equipment Parts & Supplies	296.49	0.00	296.49	\$296.49
100273586	10/7/15	BAKER & TAYLOR	4011347611	Library Acquisitions, Books	641.78	0.00	641.78	\$668.51
			4011347611	Library Materials Preprocessing	26.73	0.00	26.73	
100273588	10/7/15	BAY AREA WATER SUPPLY & CONSERVATION ACY	2684	Membership Fees	45,950.00	0.00	45,950.00	\$45,950.00
100273589	10/7/15	BEE FRIENDLY	4929	Services Maintain Land Improv	300.00	0.00	300.00	\$1,200.00
			4930	Services Maintain Land Improv	300.00	0.00	300.00	
			4931	Services Maintain Land Improv	250.00	0.00	250.00	
			4932	Services Maintain Land Improv	350.00	0.00	350.00	
100273590	10/7/15	BERTRAND FOX & ELLIOT	23617	Legal Services	8,874.67	0.00	8,874.67	\$8,874.67
100273591	10/7/15	BOETHING TREELAND FARMS INC	SI-1036843	Materials - Land Improve	141.70	0.00	141.70	\$141.70
100273592	10/7/15	BOUND TREE MEDICAL LLC	81914391	Inventory Purchase	43.69	0.00	43.69	\$4,930.53
			81920000	Inventory Purchase	3,857.50	0.00	3,857.50	
			81927514	Inventory Purchase	1,029.34	0.00	1,029.34	
100273593	10/7/15	CPS HR CONSULTING	INV350298	City Training Program	2,750.00	0.00	2,750.00	\$2,750.00
100273594	10/7/15	CSG CONSULTANTS INC	030584RE	Miscellaneous Services	8,575.00	0.00	8,575.00	\$15,487.50
			030819RE	Miscellaneous Services	6,912.50	0.00	6,912.50	
100273595	10/7/15	CALTEST ANALYTICAL LABORATORY	549560	Water Lab Services	416.10	0.00	416.10	\$676.10
			549817	Water Lab Services	260.00	0.00	260.00	
100273596	10/7/15	CAROLLO ENGINEERS	0143079	Professional Services	857,967.10	0.00	857,967.10	\$1,067,620.80
			0143547	Professional Services	209,653.70	0.00	209,653.70	
100273597	10/7/15	CARY A SIEGFRIED	092215-092415	Recruitment Travel Expenses	326.20	0.00	326.20	\$326.20
100273598	10/7/15	CHASE NORLIN	AUG2015	Contracts/Service Agreements	3,750.00	0.00	3,750.00	\$3,750.00
100273599	10/7/15	CIVICA SOFTWARE INC	3200	Professional Services	4,450.00	0.00	4,450.00	\$4,450.00
100273600	10/7/15	CLAY PLANET	215917	General Supplies	21.70	0.00	21.70	\$21.70
100273601	10/7/15	CONTRACTOR COMPLIANCE & MONITORING INC	6232	Consultants	2,000.00	0.00	2,000.00	\$2,000.00
100273602	10/7/15	CORIX WATER PRODUCTS (US) INC	17513026386	Water Meters	396.20	0.00	396.20	\$9,537.57
			17513026387	Miscellaneous Equipment	380.50	0.00	380.50	
			17513026448	Water Meters	1,979.21	0.00	1,979.21	
			17513026449	Water Backflow Valves	1,979.21	0.00	1,979.21	

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			17513026873	Construction Services	4,641.20	0.00	4,641.20	
			17513026874	Construction Services	161.25	0.00	161.25	
100273603	10/7/15	CORODATA SHREDDING INC	DN1105403	Recycling Services	625.00	0.00	625.00	\$625.00
100273604	10/7/15	CROP PRODUCTION SERVICES INC	28384547	Materials - Land Improve	1,143.75	0.00	1,143.75	\$1,143.75
100273605	10/7/15	D & M TRAFFIC SERVICES INC	44923	Inventory Purchase	332.78	0.00	332.78	\$332.78
100273606	10/7/15	DAPPER TIRE CO INC	42392864	Inventory Purchase	1,149.35	0.00	1,149.35	\$1,445.97
			42401862	Inventory Purchase	296.62	0.00	296.62	
100273607	10/7/15	DEL GAVIO GROUP	7617	Facilities Maint & Repair - Labor	4,965.31	0.00	4,965.31	\$5,986.11
			7640	Facilities Maint & Repair - Labor	1,020.80	0.00	1,020.80	
100273608	10/7/15	DELL MARKETING LP	XJRN49P3	Computer Hardware	49,848.94	0.00	49,848.94	\$59,841.40
			XJRR34JD7	Computer Hardware	8,212.00	0.00	8,212.00	
			XJRR679W9	Computer Hardware	1,780.46	0.00	1,780.46	
100273609	10/7/15	DISCOUNT SCHOOL SUPPLY	W23703800102	General Supplies	189.42	0.00	189.42	\$189.42
100273610	10/7/15	DONNA FRANKEL	1427423230	Excursions	85.00	0.00	85.00	\$85.00
100273611	10/7/15	EOA INC	SU54-0815	Professional Services	200.26	0.00	200.26	\$200.26
100273612	10/7/15	ENVIRONMENTAL RESOURCE ASSOC	768804	General Supplies	314.60	0.00	314.60	\$314.60
100273613	10/7/15	ESBRO	19053	Chemicals	891.84	0.00	891.84	\$891.84
100273614	10/7/15	FEDERAL EXPRESS CORP	5-171-91917	Water Meters	3.85	0.00	3.85	\$3.85
100273615	10/7/15	FISHER SCIENTIFIC CO LLC	0584922	General Supplies	184.19	0.00	184.19	\$862.40
			1289934	General Supplies	564.15	0.00	564.15	
			9764582	General Supplies	114.06	0.00	114.06	
100273616	10/7/15	FRANK A OLSEN CO INC	233951	Miscellaneous Equipment Parts & Supplies	1,400.18	0.00	1,400.18	\$1,400.18
100273617	10/7/15	FRONTIER ANALYTICAL LABORATORY	17769	Water Lab Services	850.00	0.00	850.00	\$850.00
100273618	10/7/15	GALE/CENGAGE LEARNING	56326688	Library Acquisitions, Books	49.59	0.00	49.59	\$49.59
100273619	10/7/15	GARDENLAND POWER EQUIPMENT	317434	Misc Equip Maint & Repair - Materials	322.23	0.00	322.23	\$1,609.91
			318908	Misc Equip Maint & Repair - Materials	655.01	0.00	655.01	
			318919	Supplies, Safety	270.69	0.00	270.69	
			319029	Misc Equip Maint & Repair - Materials	139.32	0.00	139.32	
			319029	Hand Tools	39.65	0.00	39.65	
			320139	Parts, Vehicles & Motor Equip	183.01	0.00	183.01	
100273620	10/7/15	GOLDFARB LIPMAN ATTORNEYS	117208	Legal Services	632.50	0.00	632.50	\$5,129.72

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			117226	Legal Services	848.17	0.00	848.17	
			117227	Legal Services	3,457.50	0.00	3,457.50	
			117228	Legal Services	191.55	0.00	191.55	
100273621	10/7/15	GOOSEBUSTERS	15	Services Maintain Land Improv	225.00	0.00	225.00	\$225.00
100273622	10/7/15	GORILLA METALS	182258	Materials - Land Improve	91.18	0.00	91.18	\$91.18
100273623	10/7/15	GRAINGER	9849231783	Inventory Purchase	109.09	0.00	109.09	\$109.09
100273624	10/7/15	HDR ENGINEERING INC	00237028-B	Consultants	23,475.45	0.00	23,475.45	\$23,475.45
100273625	10/7/15	HACH CO INC	9508654	General Supplies	523.44	0.00	523.44	\$523.44
100273626	10/7/15	HAULAWAY STORAGE CONTAINERS INC	0267220	Miscellaneous Services	80.08	0.00	80.08	\$80.08
100273627	10/7/15	HILLARY THEYER	MILEAGE REIMB	Recruitment Travel Expenses	210.45	0.00	210.45	\$210.45
100273628	10/7/15	HOWARD ROME MARTIN & RIDLEY LLP	33895	Legal Services	3,857.96	0.00	3,857.96	\$5,208.65
			33971	Legal Services	1,350.69	0.00	1,350.69	
100273629	10/7/15	IMPERIAL SPRINKLER SUPPLY	2368676-00	Materials - Land Improve	2,705.40	0.00	2,705.40	\$3,144.11
			2386319-00	Materials - Land Improve	154.52	0.00	154.52	
			2387816-00	Materials - Land Improve	284.19	0.00	284.19	
100273630	10/7/15	INDEPENDENT ELECTRIC SUPPLY INC	S102032451.001	Materials - Land Improve	9,035.23	0.00	9,035.23	\$9,449.76
			S102480194.001	Hardware Maintenance	373.63	0.00	373.63	
			S102483219.001	Materials - Land Improve	40.90	0.00	40.90	
100273631	10/7/15	INGRAM LIBRARY SERVICES INC	89609588	Library Acquisitions, Books	20.91	0.00	20.91	\$32,280.68
			89609589	Library Acquisitions, Books	478.47	0.00	478.47	
			89609590	Library Acquisitions, Books	4,993.84	0.00	4,993.84	
			89609590	Library Materials Preprocessing	366.35	0.00	366.35	
			89609591	Library Acquisitions, Books	5,774.35	0.00	5,774.35	
			89609591	Library Materials Preprocessing	393.46	0.00	393.46	
			89609592	Library Acquisitions, Books	4,339.24	0.00	4,339.24	
			89609592	Library Materials Preprocessing	275.48	0.00	275.48	
			89609593	Library Acquisitions, Books	417.51	0.00	417.51	
			89609593	Library Materials Preprocessing	36.64	0.00	36.64	
			89609594	Library Acquisitions, Books	2,899.11	0.00	2,899.11	
			89609594	Library Materials Preprocessing	342.17	0.00	342.17	

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			89609595	Library Acquisitions, Books	1,017.20	0.00	1,017.20	
			89609595	Library Materials Preprocessing	118.48	0.00	118.48	
			89609596	Library Acquisitions, Books	5,133.20	0.00	5,133.20	
			89609596	Library Materials Preprocessing	616.93	0.00	616.93	
			89609597	Library Acquisitions, Books	4,610.39	0.00	4,610.39	
			89609597	Library Materials Preprocessing	446.95	0.00	446.95	
100273633	10/7/15	JDM PACKING SUPPLIES	639	General Supplies	68.51	0.00	68.51	\$68.51
100273634	10/7/15	KAREN GARCIA	SEPT/11/2015	DED Services/Training - Books	39.95	0.00	39.95	\$39.95
100273635	10/7/15	KING CRANE SERVICE	86602	Misc Equip Maint & Repair - Labor	2,140.00	0.00	2,140.00	\$2,140.00
100273636	10/7/15	KOHLWEISS AUTO PARTS INC	01OM2448	Inventory Purchase	644.39	12.89	631.50	\$631.50
100273637	10/7/15	LENA KIAN	505 OLIVE #433	Deposits Payable - Property Management	656.25	0.00	656.25	\$656.25
100273638	10/7/15	LAWSON PRODUCTS INC	9303582736	Miscellaneous Equipment Parts & Supplies	540.04	0.00	540.04	\$540.04
100273639	10/7/15	MAXCOM INC	15182	Communication Equipment	5,062.00	0.00	5,062.00	\$5,062.00
100273640	10/7/15	MCMaster CARR SUPPLY CO	39864057	Miscellaneous Equipment Parts & Supplies	106.82	0.00	106.82	\$320.18
			39928777	Miscellaneous Equipment Parts & Supplies	10.86	0.00	10.86	
			39972746	Miscellaneous Equipment Parts & Supplies	202.50	0.00	202.50	
100273641	10/7/15	MIDWEST TAPE	93200047	Library Acquis, Audio/Visual	43.49	0.00	43.49	\$6,677.15
			93200048	Library Acquis, Audio/Visual	38.06	0.00	38.06	
			93200122	Library Acquis, Audio/Visual	1,427.62	0.00	1,427.62	
			93200124	Library Acquis, Audio/Visual	137.70	0.00	137.70	
			93217112	Library Acquis, Audio/Visual	225.03	0.00	225.03	
			93218685	Library Acquis, Audio/Visual	1,744.40	0.00	1,744.40	
			93219509	Library Acquis, Audio/Visual	611.02	0.00	611.02	
			93241985	Library Acquis, Audio/Visual	492.45	0.00	492.45	
			93241987	Library Acquis, Audio/Visual	54.36	0.00	54.36	
			93242696	Library Acquis, Audio/Visual	1,473.62	0.00	1,473.62	
			93249132	Library Acquis, Audio/Visual	429.40	0.00	429.40	
100273642	10/7/15	MIKE DAVIS LANDSCAPE SERVICES	1005	Services Maintain Land Improv	2,003.00	0.00	2,003.00	\$2,003.00
100273643	10/7/15	MISSION LINEN SERVICE	500824365	Laundry & Cleaning Services	39.82	0.00	39.82	\$391.20
			500832473	Laundry & Cleaning Services	50.94	0.00	50.94	
			500867688	Laundry & Cleaning Services	28.05	0.00	28.05	

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			500876502	Laundry & Cleaning Services	39.82	0.00	39.82	
			500917411	Laundry & Cleaning Services	34.77	0.00	34.77	
			500941083	Laundry & Cleaning Services	39.82	0.00	39.82	
			500959410	Laundry & Cleaning Services	34.77	0.00	34.77	
			500969842	Laundry & Cleaning Services	44.22	0.00	44.22	
			501002991	Laundry & Cleaning Services	34.77	0.00	34.77	
			501011398	Laundry & Cleaning Services	44.22	0.00	44.22	
100273644	10/7/15	MOUNTAIN VIEW GARDEN CENTER	73238	Materials - Land Improve	0.00	0.00	0.00	\$2,301.64
			79238	Materials - Land Improve	116.63	0.00	116.63	
			79351	Materials - Land Improve	230.33	0.00	230.33	
			79422	Materials - Land Improve	231.09	0.00	231.09	
			79437	Materials - Land Improve	65.14	0.00	65.14	
			79503	Materials - Land Improve	162.85	0.00	162.85	
			79515	Materials - Land Improve	106.03	0.00	106.03	
			79629	Materials - Land Improve	73.68	0.00	73.68	
			79668	Materials - Land Improve	73.68	0.00	73.68	
			79670	Materials - Land Improve	287.92	0.00	287.92	
			79674	Materials - Land Improve	287.92	0.00	287.92	
			79680	Materials - Land Improve	287.92	0.00	287.92	
			79682	Materials - Land Improve	90.53	0.00	90.53	
			79692	Materials - Land Improve	287.92	0.00	287.92	
100273646	10/7/15	NAN TU	091615PURCHASE	DED Services/Training - Books	32.83	0.00	32.83	\$32.83
100273647	10/7/15	OMEGA ENGRAVING	025443	General Supplies	12.50	0.00	12.50	\$12.50
100273648	10/7/15	OMEGA PACIFIC ELECTRICAL SUPPLY INC	03-28596	Inventory Purchase	11,531.85	0.00	11,531.85	\$11,531.85
100273649	10/7/15	ON ASSIGNMENT LAB SUPPORT	LAB550106135	Professional Services	1,800.00	0.00	1,800.00	\$8,197.50
			LAB550106574	Contracts/Service Agreements	667.50	0.00	667.50	
			LAB550108355	Professional Services	1,080.00	0.00	1,080.00	
			LAB550110739	Professional Services	360.00	0.00	360.00	
			LAB550110740	Professional Services	1,440.00	0.00	1,440.00	
			LAB550111173	Contracts/Service Agreements	667.50	0.00	667.50	

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			LAB550111174	Contracts/Service Agreements	382.50	0.00	382.50	
			LAB550113039	Professional Services	1,800.00	0.00	1,800.00	
100273650	10/7/15	OVERDRIVE INC	0910-000114710	Library Periodicals/Databases	272.81	0.00	272.81	\$272.81
100273651	10/7/15	PAYFLEX SYSTEMS USA INC	130534-724924	Professional Services	599.28	0.00	599.28	\$619.28
			130536-724926	Professional Services	20.00	0.00	20.00	
100273652	10/7/15	PACIFIC JANITORIAL SUPPLY CO	30032626-1	Inventory Purchase	90.39	0.00	90.39	\$90.39
100273653	10/7/15	PATSONS MEDIA GROUP	175010	Printing & Related Services	1,233.45	0.00	1,233.45	\$2,021.89
			175016	Printing & Related Services	70.69	0.00	70.69	
			175240	Printing & Related Services	70.69	0.00	70.69	
			175274	Printing & Related Services	190.31	0.00	190.31	
			175275	Printing & Related Services	456.75	0.00	456.75	
100273654	10/7/15	PINE CONE LUMBER CO INC	611035	Materials - Land Improve	75.41	0.00	75.41	\$410.07
			611744	Inventory Purchase	392.41	3.38	389.03	
			619868	Inventory Purchase	-54.37	0.00	-54.37	
100273655	10/7/15	PITNEY BOWES INC	443449	Misc Equip Maint & Repair - Labor	2,243.55	0.00	2,243.55	\$2,243.55
100273656	10/7/15	PROACTIVE SPORTS INC	774948-00	Inventory Purchase	580.00	0.00	580.00	\$290.00
			774948-00REV	Inventory Purchase	-290.00	0.00	-290.00	
100273657	10/7/15	PROQUEST LLC	70360750	Library Periodicals/Databases	4,375.00	0.00	4,375.00	\$4,375.00
100273658	10/7/15	R & R PRODUCTS INC	CD1949811	General Supplies	60.36	0.00	60.36	\$1,015.27
			CD1949978	Materials - Land Improve	49.87	0.00	49.87	
			CD1950851	Materials - Land Improve	905.04	0.00	905.04	
100273659	10/7/15	R E P NUT N BOLT GUY	26881	Inventory Purchase	343.23	0.00	343.23	\$343.23
100273660	10/7/15	RAYVERN LIGHTING SUPPLY CO INC	36016-0	Inventory Purchase	1,519.51	0.00	1,519.51	\$3,755.63
			36018-0	Inventory Purchase	1,237.79	0.00	1,237.79	
			36062-0	Inventory Purchase	998.33	0.00	998.33	
100273661	10/7/15	READYREFRESH BY NESTLE	0510028805083	General Supplies	31.69	0.00	31.69	\$31.69
100273662	10/7/15	RICHARDS WATSON & GERSHON	203402	Legal Services	10,000.00	0.00	10,000.00	\$10,000.00
100273663	10/7/15	ROBERT A BOTHMAN INC	ORCHARDGRD N#07	Construction Services	86,259.72	0.00	86,259.72	\$86,259.72
100273664	10/7/15	S & L FENCE CO	03670	Materials - Land Improve	1,182.34	0.00	1,182.34	\$3,960.78
			03680	Misc Equip Maint & Repair - Labor	985.00	0.00	985.00	

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			03680	Misc Equip Maint & Repair - Materials	1,793.44	0.00	1,793.44	
100273665	10/7/15	SSA LANDSCAPE ARCHITECTS INC	5145	Engineering Services	1,078.00	0.00	1,078.00	\$1,078.00
100273666	10/7/15	SAFEWAY INC	720414-092915	Food Products	62.02	0.00	62.02	\$82.00
			728128-092315	General Supplies	19.98	0.00	19.98	
100273667	10/7/15	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000015852	DED Services/Training - Transportation	140.00	0.00	140.00	\$140.00
100273668	10/7/15	SECURITY CONTRACTOR SERVICES INC	483194A-IN	Materials - Land Improve	42.74	0.00	42.74	\$42.74
100273669	10/7/15	SHIAO-CHEN TANG	091115PURCHASE	DED Services/Training - Books	25.34	0.00	25.34	\$25.34
100273670	10/7/15	SHRED-IT USA LLC	9407285994	Miscellaneous Services	3,734.70	0.00	3,734.70	\$3,734.70
100273671	10/7/15	SIGN WIZ	11524	Materials - Land Improve	1,257.57	0.00	1,257.57	\$1,257.57
100273672	10/7/15	SIGNET TESTING LABORATORIES INC	2959	Construction Services	2,287.12	0.00	2,287.12	\$2,287.12
100273673	10/7/15	SILICON VALLEY POLYTECHNIC INSTITUTE	09222015-276	DED Services/Training - Training	2,700.00	0.00	2,700.00	\$2,700.00
100273674	10/7/15	SPARTAN TOOL LLC	499632	Inventory Purchase	124.67	0.00	124.67	\$124.67
100273675	10/7/15	SPORTS TURF MANAGEMENT	96745-2015	Professional Services	400.00	0.00	400.00	\$400.00
100273676	10/7/15	SUNNYVALE WINDUSTRIAL CO INC	649138 00	Materials - Land Improve	65.12	0.00	65.12	\$193.22
			649297 00	Materials - Land Improve	128.10	0.00	128.10	
100273677	10/7/15	SUPPLYWORKS	1699872-00	Inventory Purchase	4,368.26	43.68	4,324.58	\$4,324.58
100273678	10/7/15	TARGET SPECIALTY PRODUCTS INC	PI0332339	Materials - Land Improve	101.89	0.00	101.89	\$101.89
100273679	10/7/15	TAYLORMADE-ADIDAS GOLF CO	31143670	Inventory Purchase	958.62	0.00	958.62	\$958.62
100273680	10/7/15	THOMSON REUTERS WEST	832623614	Software Licensing & Support	1,433.82	0.00	1,433.82	\$1,433.82
100273681	10/7/15	TURF & INDUSTRIAL EQUIPMENT CO	IV13126	Misc Equip Maint & Repair - Materials	163.13	0.00	163.13	\$163.13
100273682	10/7/15	US SECURITY ASSOC INC	231468	Professional Services	450.00	0.00	450.00	\$650.00
			231476	Professional Services	200.00	0.00	200.00	
100273683	10/7/15	UNIQUE MANAGEMENT SERVICES INC	314411	Financial Services	1,109.80	0.00	1,109.80	\$1,109.80
100273684	10/7/15	UNITED RENTALS	131172750-001	Equipment Rental/Lease	1,757.30	0.00	1,757.30	\$3,070.35
			131566214-001	Equipment Rental/Lease	1,313.05	0.00	1,313.05	
100273685	10/7/15	UNITED SITE SERVICES INC	114-3314728	Special Events	388.88	0.00	388.88	\$588.66
			114-3326525	Professional Services	199.78	0.00	199.78	
100273686	10/7/15	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56413	DED Services/Training - Training	600.00	0.00	600.00	\$99,214.50
			56452	DED Services/Training - Training	600.00	0.00	600.00	

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			56555	DED Services/Training - Training	436.50	0.00	436.50	
			56570	DED Services/Training - Training	295.00	0.00	295.00	
			56577	DED Services/Training - Training	600.00	0.00	600.00	
			56638	DED Services/Training - Training	178.50	0.00	178.50	
			56661	DED Services/Training - Training	346.50	0.00	346.50	
			56663	DED Services/Training - Training	371.00	0.00	371.00	
			56795	DED Services/Training - Training	3,676.50	0.00	3,676.50	
			56844	DED Services/Training - Training	4,585.50	0.00	4,585.50	
			56854	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56857	DED Services/Training - Training	4,878.00	0.00	4,878.00	
			56860	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56863	DED Services/Training - Training	5,031.00	0.00	5,031.00	
			56865	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56868	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56871	DED Services/Training - Training	5,134.50	0.00	5,134.50	
			56873	DED Services/Training - Training	4,941.00	0.00	4,941.00	
			56875	DED Services/Training - Training	5,107.50	0.00	5,107.50	
			56878	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56882	DED Services/Training - Training	5,328.00	0.00	5,328.00	
			56883	DED Services/Training - Training	4,873.50	0.00	4,873.50	
			56888	DED Services/Training - Training	4,590.00	0.00	4,590.00	
			56890	DED Services/Training - Training	2,880.00	0.00	2,880.00	
			56895	DED Services/Training - Training	4,072.50	0.00	4,072.50	
			56898	DED Services/Training - Training	5,157.00	0.00	5,157.00	
			56900	DED Services/Training - Training	3,132.00	0.00	3,132.00	
			56902	DED Services/Training - Training	5,400.00	0.00	5,400.00	
100273689	10/7/15	VWR INTERNATIONAL LLC	8042500064	General Supplies	61.48	0.00	61.48	\$1,630.89
			8042512805	General Supplies	33.26	0.00	33.26	
			8042518747	General Supplies	34.85	0.00	34.85	
			8042524674	General Supplies	257.65	0.00	257.65	
			8042532127	General Supplies	585.03	0.00	585.03	

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			8042535545	General Supplies	206.74	0.00	206.74	
			8042597170	General Supplies	217.29	0.00	217.29	
			8042678067	General Supplies	77.84	0.00	77.84	
			8042678068	General Supplies	69.27	0.00	69.27	
			8042684490	General Supplies	87.48	0.00	87.48	
100273690	10/7/15	VALERIE J GROSS	5262140583731	Recruitment Travel Expenses	496.51	0.00	496.51	\$769.24
			6415842733	Recruitment Travel Expenses	272.73	0.00	272.73	
100273691	10/7/15	VISTA ANALYTICAL LABORATORY INC	39133	Water Lab Services	975.00	0.00	975.00	\$975.00
100273692	10/7/15	WECK LABORATORIES INC	W5I0763-COSV	Water Lab Services	517.69	0.00	517.69	\$989.76
			W5I1250-COSV	Water Lab Services	456.84	0.00	456.84	
			W5I1298-COSV	Water Lab Services	15.23	0.00	15.23	
100273693	10/7/15	WEST LITE SUPPLY CO INC	55967H	Electrical Parts & Supplies	260.93	0.00	260.93	\$1,406.72
			55988H	Electrical Parts & Supplies	1,096.85	0.00	1,096.85	
			55988H-1	Electrical Parts & Supplies	48.94	0.00	48.94	
100273694	10/7/15	WAITER.COM INC	F0929602754	Food Products	107.34	0.00	107.34	\$168.86
			F1001614195	Food Products	61.52	0.00	61.52	
100273695	10/7/15	CAL OES	SEPT/03/2015	Training and Conferences	80.00	0.00	80.00	\$80.00
100273696	10/7/15	G&K SERVICES	1083715854	Laundry & Cleaning Services	135.64	0.00	135.64	\$1,711.22
			1083715855	Laundry & Cleaning Services	11.07	0.00	11.07	
			1083715856	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083715857	Laundry & Cleaning Services	58.37	0.00	58.37	
			1083715858	Laundry & Cleaning Services	214.74	0.00	214.74	
			1083717801	Laundry & Cleaning Services	128.61	0.00	128.61	
			1083717802	Laundry & Cleaning Services	11.88	0.00	11.88	
			1083717803	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083717804	Laundry & Cleaning Services	58.37	0.00	58.37	
			1083717805	Laundry & Cleaning Services	214.74	0.00	214.74	
			1083719762	Laundry & Cleaning Services	128.61	0.00	128.61	
			1083719763	Laundry & Cleaning Services	37.12	0.00	37.12	
			1083719764	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083719765	Laundry & Cleaning Services	63.57	0.00	63.57	

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			1083719766	Laundry & Cleaning Services	214.74	0.00	214.74	
			1083721703	Laundry & Cleaning Services	128.61	0.00	128.61	
			1083721704	Laundry & Cleaning Services	11.88	0.00	11.88	
			1083721705	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083721706	Laundry & Cleaning Services	63.57	0.00	63.57	
			1083721707	Laundry & Cleaning Services	214.74	0.00	214.74	
100273699	10/7/15	PACIFIC GAS & ELECTRIC CO	00697062300915	Utilities - Electric	10.06	0.00	10.06	\$11,117.22
			03958470700915	Utilities - Electric	4,472.98	0.00	4,472.98	
			100023461015	Utilities - Electric	1,354.20	0.00	1,354.20	
			24528699500915	Utilities - Electric	10.51	0.00	10.51	
			25900730020915	Utilities - Electric	78.96	0.00	78.96	
			35642590200615	Utilities - Electric	13.78	0.00	13.78	
			35642590200715	Utilities - Electric	54.81	0.00	54.81	
			35642590200815	Utilities - Electric	61.47	0.00	61.47	
			36207652980915	Utilities - Electric	98.83	0.00	98.83	
			43357992720915	Utilities - Electric	13.39	0.00	13.39	
			45039216730915	Utilities - Electric	12.90	0.00	12.90	
			81703231610915	Utilities - Electric	18.86	0.00	18.86	
			89805160050915	Utilities - Electric	9.79	0.00	9.79	
			91290311060915	Utilities - Electric	77.92	0.00	77.92	
			94639783770915	Utilities - Electric	52.87	0.00	52.87	
			96226804090915	Utilities - Electric	480.70	0.00	480.70	
			SVVT1362020815	Utilities - Electric	4,295.19	0.00	4,295.19	
100273701	10/7/15	SAN BERNARDINO COUNTY SHERIFFS DEPT	120715-121815	Training and Conferences	495.00	0.00	495.00	\$495.00
100273702	10/7/15	BERNADEAN CULVER	289304	Refund Recreation Fees	46.00	0.00	46.00	\$46.00
100273703	10/7/15	CHESSALY MILLER	288988	Refund Recreation Fees	144.00	0.00	144.00	\$144.00
100273704	10/7/15	GREGORY STEPHENS	164043-31956	Refund Utility Account Credit	192.59	0.00	192.59	\$192.59
100273705	10/7/15	VIJAY SARAN	289234	Refund Recreation Fees	144.00	0.00	144.00	\$144.00
100273706	10/9/15	3T EQUIPMENT CO INC	64478	Miscellaneous Equipment	749.20	0.00	749.20	\$749.20
100273707	10/9/15	ALTEC INDUSTRIES INC	10459164	Parts, Vehicles & Motor Equip	416.22	0.00	416.22	\$416.22

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100273708	10/9/15	ANDERSON PACIFIC ENGINEERING	WPCPCHLRINE #03	Construction Services	78,373.29		0.00	78,373.29	\$78,373.29
100273709	10/9/15	APPLEONE EMPLOYMENT SERVICES	01-3795334	Contracts/Service Agreements	7,585.52		0.00	7,585.52	\$7,585.52
100273711	10/9/15	AVERY ASSOC INC	1466	Professional Services	2,469.45		0.00	2,469.45	\$2,469.45
100273712	10/9/15	BMI IMAGING SYSTEMS	302537	Records Related Services	2,443.68		0.00	2,443.68	\$17,952.52
			302538	Records Related Services	15,508.84		0.00	15,508.84	
100273713	10/9/15	BAKER & TAYLOR	4011354692	Library Acquisitions, Books	660.27		0.00	660.27	\$695.90
			4011354692	Library Materials Preprocessing	35.63		0.00	35.63	
100273714	10/9/15	BIGGS CARDOSA ASSOC INC	67872	Consultants	8,791.82		0.00	8,791.82	\$8,791.82
100273715	10/9/15	COAST PERSONNEL SERVICES INC	240757	Contracts/Service Agreements	1,063.92		0.00	1,063.92	\$2,863.12
			240758	Contracts/Service Agreements	832.00		0.00	832.00	
			240759	Contracts/Service Agreements	967.20		0.00	967.20	
100273716	10/9/15	COMCAST	10/07-11/06/15	Miscellaneous Services	71.22		0.00	71.22	\$71.22
100273717	10/9/15	CORIX WATER PRODUCTS (US) INC	17513023005	Water Backflow Valves	242.41		0.00	242.41	\$13,211.93
			17513023295	Construction Services	12,361.05		0.00	12,361.05	
			17513027894	Water Meters	608.47		0.00	608.47	
100273718	10/9/15	COSMOPOLITAN CATERING LLC	E30017-FINAL	Employee Recognition Expenses	3,158.44		0.00	3,158.44	\$3,158.44
100273719	10/9/15	DAPPER TIRE CO INC	42414441	Inventory Purchase	551.58		0.00	551.58	\$551.58
100273720	10/9/15	DEBRA CHROMCZAK	30	Misc Equip Maint & Repair - Labor	90.00		0.00	90.00	\$90.00
100273721	10/9/15	DISCOUNT SCHOOL SUPPLY	W23705820102	General Supplies	278.37		0.00	278.37	\$278.37
100273722	10/9/15	FAST RESPONSE ON-SITE TESTING INC	12119	Contracts/Service Agreements	120.00		0.00	120.00	\$120.00
100273723	10/9/15	FEDERAL EXPRESS CORP	5-163-89463	Mailing & Delivery Services	7.50		0.00	7.50	\$7.50
100273724	10/9/15	FLYERS ENERGY LLC	15-144150	Fuel, Oil & Lubricants	7,504.59		0.00	7,504.59	\$7,469.84
			15-144150A	Fuel, Oil & Lubricants	7,469.84		0.00	7,469.84	
			15-144150C	Fuel, Oil & Lubricants	-7,504.59		0.00	-7,504.59	
100273725	10/9/15	FRANCISCO & ASSOC INC	2583	Financial Services	1,050.00		0.00	1,050.00	\$1,050.00
100273726	10/9/15	FRICKE PARKS PRESS INC	152173	Printing & Related Services	4,422.87		0.00	4,422.87	\$4,422.87
100273727	10/9/15	GARDA	10143605	Financial Services	2,782.00		0.00	2,782.00	\$2,782.00
100273728	10/9/15	GRANITE CONSTRUCTION CO	870791	Materials - Land Improve	517.65		0.00	517.65	\$5,917.21
			871997	Materials - Land Improve	459.80		0.00	459.80	
			874546	Materials - Land Improve	501.66		0.00	501.66	

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			875607	Materials - Land Improve	432.39	0.00	432.39	
			875867	Materials - Land Improve	427.07	0.00	427.07	
			876721	Materials - Land Improve	845.75	0.00	845.75	
			876868	Materials - Land Improve	1,124.37	0.00	1,124.37	
			878994	Materials - Land Improve	1,608.52	0.00	1,608.52	
100273729	10/9/15	HEXAGON TRANSPORTATION CONSULTANTS INC	9263	Consultants	15,000.00	0.00	15,000.00	\$15,000.00
100273730	10/9/15	HUMANE SOCIETY SILICON VALLEY	76510	Contracts/Service Agreements	24,120.00	0.00	24,120.00	\$24,120.00
100273731	10/9/15	IDEXX DISTRIBUTION GROUP	292838575	General Supplies	162.88	0.00	162.88	\$2,336.98
			293269448	General Supplies	20.93	0.00	20.93	
			293352945	General Supplies	2,153.17	0.00	2,153.17	
100273732	10/9/15	JACOBSEN WEST	30008248	Parts, Vehicles & Motor Equip	858.58	0.00	858.58	\$2,107.80
			90024731	Parts, Vehicles & Motor Equip	490.40	0.00	490.40	
			90026157	Parts, Vehicles & Motor Equip	53.99	0.00	53.99	
			90027915	Parts, Vehicles & Motor Equip	490.40	0.00	490.40	
			90032804	Parts, Vehicles & Motor Equip	191.87	0.00	191.87	
			90032883	Parts, Vehicles & Motor Equip	22.56	0.00	22.56	
100273733	10/9/15	JOHN DEERE LANDSCAPES INC	73580258	Inventory Purchase	1,810.30	0.00	1,810.30	\$1,810.30
100273734	10/9/15	KMVT COMMUNITY TELEVISION	6753	Engineering Services	3,750.00	0.00	3,750.00	\$3,750.00
100273735	10/9/15	KELLY MOORE PAINT CO INC	820-272650	Materials - Land Improve	249.77	0.00	249.77	\$289.46
			820-273126	Miscellaneous Equipment Parts & Supplies	39.69	0.00	39.69	
100273736	10/9/15	L N CURTIS & SONS INC	1371826-00	Supplies, Fire Protection	111.90	0.00	111.90	\$111.90
100273737	10/9/15	LESLIE ZELLERS	2015-025	Consultants	4,575.00	0.00	4,575.00	\$4,575.00
100273738	10/9/15	MCMASTER CARR SUPPLY CO	40175188	Chemicals	97.43	0.00	97.43	\$152.01
			40175189	General Supplies	54.58	0.00	54.58	
100273739	10/9/15	MIDWEST TAPE	93218973	Library Acquis, Audio/Visual	544.59	0.00	544.59	\$923.15
			93242875	Library Acquis, Audio/Visual	378.56	0.00	378.56	
100273740	10/9/15	MISSION LINEN SERVICE	500841094	Laundry & Cleaning Services	39.82	0.00	39.82	\$766.54
			500841100	Laundry & Cleaning Services	39.82	0.00	39.82	
			500841101	Laundry & Cleaning Services	65.42	0.00	65.42	
			500859866	Laundry & Cleaning Services	53.39	0.00	53.39	

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			500890512	Laundry & Cleaning Services	22.64	0.00	22.64	
			500890518	Laundry & Cleaning Services	39.82	0.00	39.82	
			500890519	Laundry & Cleaning Services	62.06	0.00	62.06	
			500907170	Laundry & Cleaning Services	53.39	0.00	53.39	
			500941412	Laundry & Cleaning Services	39.82	0.00	39.82	
			500941418	Laundry & Cleaning Services	50.94	0.00	50.94	
			500941419	Laundry & Cleaning Services	54.30	0.00	54.30	
			500949554	Laundry & Cleaning Services	53.39	0.00	53.39	
			500978507	Laundry & Cleaning Services	36.46	0.00	36.46	
			500978513	Laundry & Cleaning Services	39.82	0.00	39.82	
			500978514	Laundry & Cleaning Services	62.06	0.00	62.06	
			500995112	Laundry & Cleaning Services	53.39	0.00	53.39	
100273742	10/9/15	MUNICIPAL MAINTENANCE EQUIPMENT INC	0103981-IN	Parts, Vehicles & Motor Equip	112.81	0.00	112.81	\$601.09
			0104571-IN	Parts, Vehicles & Motor Equip	232.49	0.00	232.49	
			0104634-IN	Parts, Vehicles & Motor Equip	255.79	0.00	255.79	
100273743	10/9/15	OCLC INC	0000419410	Lib Database Services (OCLC)	2,086.50	0.00	2,086.50	\$2,086.50
100273744	10/9/15	ORLANDI TRAILER INC	146256	Parts, Vehicles & Motor Equip	30.45	0.00	30.45	\$30.45
100273745	10/9/15	P&R PAPER SUPPLY CO INC	30052246-00	Inventory Purchase	2,212.71	0.00	2,212.71	\$2,212.71
100273746	10/9/15	PAYFLEX SYSTEMS USA INC	000250988	Miscellaneous Payment	845.00	0.00	845.00	\$845.00
100273747	10/9/15	PAPE MATERIAL HANDLING INC	7502213	Parts, Vehicles & Motor Equip	180.29	0.00	180.29	\$180.29
100273748	10/9/15	PETERSON POWER SYSTEMS INC	SW240126363	Misc Equip Maint & Repair - Labor	1,360.00	0.00	1,360.00	\$11,519.31
			SW240126363	Misc Equip Maint & Repair - Materials	1,468.93	0.00	1,468.93	
			SW240126364	Misc Equip Maint & Repair - Labor	1,360.00	0.00	1,360.00	
			SW240126364	Misc Equip Maint & Repair - Materials	1,468.93	0.00	1,468.93	
			SW240126511	Misc Equip Maint & Repair - Labor	1,360.00	0.00	1,360.00	
			SW240126511	Misc Equip Maint & Repair - Materials	264.01	0.00	264.01	
			SW240126513	Misc Equip Maint & Repair - Labor	1,615.00	0.00	1,615.00	
			SW240126513	Misc Equip Maint & Repair - Materials	424.17	0.00	424.17	
			SW240126515	Misc Equip Maint & Repair - Labor	1,615.00	0.00	1,615.00	
			SW240126515	Misc Equip Maint & Repair - Materials	583.27	0.00	583.27	
100273749	10/9/15	POLYDYNE INC	995206	Chemicals	35,670.60	0.00	35,670.60	\$35,670.60

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100273750	10/9/15	R E P NUT N BOLT GUY	26892	Inventory Purchase	86.83	0.00	86.83	\$86.83
100273751	10/9/15	READYREFRESH BY NESTLE	1515727863002	General Supplies	29.01	0.00	29.01	\$35.52
			1515736476002	General Supplies	6.51	0.00	6.51	
100273752	10/9/15	REED & GRAHAM INC	844189	Materials - Land Improve	47.50	0.00	47.50	\$6,734.74
			844360	Materials - Land Improve	1,055.90	0.00	1,055.90	
			844473	Materials - Land Improve	431.95	0.00	431.95	
			844599	Materials - Land Improve	1,874.88	0.00	1,874.88	
			844725	Materials - Land Improve	2,047.67	0.00	2,047.67	
			845017	Materials - Land Improve	1,276.84	0.00	1,276.84	
100273753	10/9/15	ROYAL BRASS INC	773484-001	Construction Services	3.38	0.00	3.38	\$188.41
			774870-001	Parts, Vehicles & Motor Equip	27.38	0.00	27.38	
			774871-001	Parts, Vehicles & Motor Equip	77.43	0.00	77.43	
			774927-001	Parts, Vehicles & Motor Equip	14.55	0.00	14.55	
			775172-001	Miscellaneous Equipment Parts & Supplies	54.31	0.54	53.77	
			775448-001	Parts, Vehicles & Motor Equip	11.90	0.00	11.90	
100273754	10/9/15	ROYAL COACH TOURS INC	5563	Travel Related Services	891.40	0.00	891.40	\$891.40
100273755	10/9/15	SCBA SAFETY CHECK INC	7745	Safety Equipment Maintenance & Repair	463.58	0.00	463.58	\$463.58
100273756	10/9/15	SSA LANDSCAPE ARCHITECTS INC	5198	Engineering Services	15,698.50	0.00	15,698.50	\$15,698.50
100273757	10/9/15	SAFEWAY INC	430177-100715	General Supplies	136.00	0.00	136.00	\$830.43
			436121-091015	General Supplies	70.78	0.00	70.78	
			722906-100615	General Supplies	11.94	0.00	11.94	
			722919-100615	Food Products	55.28	0.00	55.28	
			801912-092915	Food Products	54.16	0.00	54.16	
			807389-091015	Food Products	499.27	0.00	499.27	
			CF20556	Miscellaneous Services	3.00	0.00	3.00	
100273758	10/9/15	SANTA CLARA VALLEY WATER DISTRICT	SEPT2015	Taxes & Licenses - Misc	12,372.96	0.00	12,372.96	\$12,372.96
100273759	10/9/15	SUNNYVALE WINDUSTRIAL CO INC	648883 00	Misc Equip Maint & Repair - Materials	91.01	0.00	91.01	\$91.01
100273760	10/9/15	SUPPLYWORKS	1703115-00	Inventory Purchase	1,495.51	14.96	1,480.55	\$1,480.55
100273761	10/9/15	THE COVELLO GROUP INC	2015.003-4	Engineering Services	22,522.50	0.00	22,522.50	\$43,077.50
			2015.003-5	Engineering Services	20,555.00	0.00	20,555.00	
100273762	10/9/15	TURF & INDUSTRIAL EQUIPMENT CO	IV13343	Inventory Purchase	231.09	0.00	231.09	\$231.09

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100273763	10/9/15	TURF STAR INC	6910317-00	Parts, Vehicles & Motor Equip	135.09	0.00	135.09	\$529.56
			6911784-00	Parts, Vehicles & Motor Equip	260.51	0.00	260.51	
			6913759-00	Parts, Vehicles & Motor Equip	133.96	0.00	133.96	
100273764	10/9/15	UNITED RENTALS	131634221-001	Equipment Rental/Lease	788.44	0.00	788.44	\$788.44
100273765	10/9/15	UNITED SITE SERVICES INC	114-3271821	Equipment Rental/Lease	115.10	0.00	115.10	\$115.10
100273766	10/9/15	V & A CONSULTING ENGINEERS	15549	Professional Services	6,136.00	0.00	6,136.00	\$6,136.00
100273767	10/9/15	VWR INTERNATIONAL LLC	8042735922	General Supplies	249.60	0.00	249.60	\$285.88
			8042738255	General Supplies	36.28	0.00	36.28	
100273768	10/9/15	VALLEY POWER SYSTEMS NORTH INC	K23065	Parts, Vehicles & Motor Equip	650.14	0.00	650.14	\$650.14
100273769	10/9/15	VIASYN	25474	Utilities - Electric	2,750.00	0.00	2,750.00	\$2,750.00
100273770	10/9/15	WAYPOINT ANALYTICAL	055958	Water Lab Services	252.00	0.00	252.00	\$252.00
100273771	10/9/15	WEST COAST RUBBER & RECYCLING INC	15-2038	Auto Maint & Repair - Labor	198.00	0.00	198.00	\$207.90
			15-2038	Auto Maint & Repair - Materials	9.90	0.00	9.90	
400000501	10/6/15	ACCLAMATION INSURANCE MANAGEMENT	2015-0930	Workers' Compensation - Claims	51,776.42	0.00	51,776.42	\$51,776.42
950002423	10/6/15	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002423	Retirement Benefits - Deferred Comp - City Portion	1,273.65	0.00	1,273.65	\$1,150,749.54
			950002423	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	458,649.87	0.00	458,649.87	
			950002423	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	75,194.21	0.00	75,194.21	
			950002423	Retirement Benefits - Misc PEPRA Employer Required Cont.	74,324.02	0.00	74,324.02	
			950002423	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	423,682.46	0.00	423,682.46	
			950002423	Retirement Benefits - Safety Tier 1&2 Emplpyr Paid Member Cont	94,510.53	0.00	94,510.53	
			950002423	Retirement Benefits - Safety PEPRA Employer Required Cont.	23,114.80	0.00	23,114.80	
950100540	10/6/15	BAY COUNTIES WASTE SERVICES	AUGUST2015	Curbside Revenues - Sunnyvale Portion	-30,121.75	0.00	-30,121.75	\$960,259.35
			AUGUST2015	Host Fees - SMaRT Station - Public Haul Fees	-6,791.18	0.00	-6,791.18	
			AUGUST2015	MRF Revenues - SMaRT	-20,081.17	0.00	-20,081.17	
			AUGUST2015	Kirby Canyon SMaRT Operator	-87,661.02	0.00	-87,661.02	

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			AUGUST2015	Yardwaste - Mountain View	4,807.77	0.00	4,807.77	
			AUGUST2015	Yardwaste - Sunnyvale	8,054.72	0.00	8,054.72	
			AUGUST2015	Facilities Equipment	22,152.38	0.00	22,152.38	
			AUGUST2015	General Supplies	2,229.60	0.00	2,229.60	
			AUGUST2015	HazMat Disposal - Hazardous Waste Disposal	6,052.40	0.00	6,052.40	
			AUGUST2015	SMaRT Contractor Payment	1,061,617.60	0.00	1,061,617.60	
Grand Total Payment Amount								<u>\$4,255,472.71</u>

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100273772	10/14/15	AARON'S INDUSTRIAL PUMPING	9/28/2015	Facilities Maint & Repair - Labor	395.00	0.00	395.00	\$395.00
100273773	10/14/15	ADVANCED CHEMICAL TRANSPORT INC	85769	HazMat Disposal - Hazardous Waste Disposal	258.14	0.00	258.14	\$258.14
100273774	10/14/15	ALAMEDA COUNTY WASTE MANAGEMENT AUTH	BAYROC2016-02	Membership Fees	500.00	0.00	500.00	\$500.00
100273775	10/14/15	AMFASOFT CORP	ANND0H-01	DED Services/Training - Training	2,880.00	0.00	2,880.00	\$10,102.50
			FELCHU-01	DED Services/Training - Training	2,992.50	0.00	2,992.50	
			JUDWELMIAIO-01	DED Services/Training - Training	697.50	0.00	697.50	
			JUDWELSAPFI-01	DED Services/Training - Training	2,385.00	0.00	2,385.00	
			SHERGAL-01	DED Services/Training - Training	1,147.50	0.00	1,147.50	
100273776	10/14/15	APPLEONE EMPLOYMENT SERVICES	01-3801204	Contracts/Service Agreements	6,627.48	0.00	6,627.48	\$6,627.48
100273777	10/14/15	AREA TRUCK DRIVING SCHOOL	7385	DED Services/Training - Training	559.50	0.00	559.50	\$1,119.00
			7393	DED Services/Training - Training	559.50	0.00	559.50	
100273778	10/14/15	ATLAS COPCO COMPRESSORS LLC	554009	Miscellaneous Equipment Parts & Supplies	87.42	0.00	87.42	\$2,953.93
			554409	Miscellaneous Equipment Parts & Supplies	2,866.51	0.00	2,866.51	
100273779	10/14/15	BAKER & TAYLOR	4011340798	Library Acquisitions, Books	327.65	0.00	327.65	\$1,674.85
			4011340798	Library Materials Preprocessing	10.00	0.00	10.00	
			4011361777	Library Acquisitions, Books	296.26	0.00	296.26	
			4011361777	Library Materials Preprocessing	14.01	0.00	14.01	
			4011363969	Library Acquisitions, Books	1,000.85	0.00	1,000.85	
			4011363969	Library Materials Preprocessing	26.08	0.00	26.08	
100273780	10/14/15	BARG COFFIN LEWIS & TRAPP LLP	35251	Legal Services	810.00	0.00	810.00	\$810.00
100273781	10/14/15	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005539944RE	Advertising Services	77.00	0.00	77.00	\$77.00
100273782	10/14/15	BAY-VALLEY PEST CONTROL INC	0194567	Services Maintain Land Improv	58.00	0.00	58.00	\$334.00
			0195473	Facilities Maint & Repair - Labor	92.00	0.00	92.00	
			0195474	Facilities Maint & Repair - Labor	92.00	0.00	92.00	
			0195475	Facilities Maint & Repair - Labor	92.00	0.00	92.00	

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100273783	10/14/15	BERT S ESPINOSA	BLSEPT2015	Medical Services	3,750.00	0.00	3,750.00	\$3,750.00
100273784	10/14/15	BURTONS FIRE INC	S29284	Parts, Vehicles & Motor Equip	2,424.10	0.00	2,424.10	\$2,534.64
			S29939	Parts, Vehicles & Motor Equip	110.54	0.00	110.54	
100273785	10/14/15	CALIFORNIA COOKING INC	9158	Miscellaneous Services	150.08	0.00	150.08	\$366.49
			9159	Equipment Rental/Lease	216.41	0.00	216.41	
100273786	10/14/15	CALIFORNIA DEPARTMENT OF JUSTICE	126039	Pre-Employment Testing	1,024.00	0.00	1,024.00	\$1,024.00
100273787	10/14/15	CENTURY GRAPHICS	42849	Clothing, Uniforms & Access	51.45	0.00	51.45	\$51.45
100273788	10/14/15	CHASE NORLIN	SEPT2015	Contracts/Service Agreements	3,750.00	0.00	3,750.00	\$3,750.00
100273789	10/14/15	CITY & COUNTY OF SAN FRANCISCO	AUGUST2015	Contracts/Service Agreements	3,805.00	0.00	3,805.00	\$3,805.00
100273790	10/14/15	CORIX WATER PRODUCTS (US) INC	17513024468	Inventory Purchase	2,582.81	0.00	2,582.81	\$3,325.43
			17513028180	Water Meters	742.62	0.00	742.62	
100273791	10/14/15	DA LUBRICANT CO INC	2015-24263-00	Fuel, Oil & Lubricants	670.06	0.00	670.06	\$670.06
100273792	10/14/15	DEPARTMENT OF JUSTICE	117096	Contracts/Service Agreements	1,583.00	0.00	1,583.00	\$1,583.00
100273793	10/14/15	DU-ALL SAFETY	17273	Occupational Health and Safety Services	2,500.00	0.00	2,500.00	\$2,500.00
100273794	10/14/15	EMPIRE SAFETY & SUPPLY	0075477-IN	Inventory Purchase	1,117.78	0.00	1,117.78	\$1,117.78
100273795	10/14/15	ESPINOZA TREE SERVICE	124	Professional Services	700.00	0.00	700.00	\$700.00
100273796	10/14/15	FEDERAL EXPRESS CORP	5-164-55612	Mailing & Delivery Services	6.45	0.00	6.45	\$12.30
			5-177-98482	Mailing & Delivery Services	5.85	0.00	5.85	
100273797	10/14/15	FOSTER BROS SECURITY SYSTEMS INC	273345	Bldg Maint Matls & Supplies	10.93	0.00	10.93	\$10.93
100273799	10/14/15	GALE/CENGAGE LEARNING	55902217	Library Acquisitions, Books	74.82	0.00	74.82	\$105.26
			56054985	Library Acquisitions, Books	30.44	0.00	30.44	
100273800	10/14/15	GOLDEN STATE PAVERS	SEPT/1/2015	Canine Program Expenditures	1,000.00	0.00	1,000.00	\$1,000.00
100273802	10/14/15	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1088880	Parts, Vehicles & Motor Equip	514.63	0.00	514.63	\$3,298.51
			189-1088884	Parts, Vehicles & Motor Equip	264.63	0.00	264.63	
			189-1088985	Auto Maint & Repair - Labor	35.00	0.00	35.00	
			189-1088985	Auto Maint & Repair - Materials	9.25	0.00	9.25	
			189-1088986	Auto Maint & Repair - Labor	35.00	0.00	35.00	
			189-1089059	Inventory Purchase	2,440.00	0.00	2,440.00	
100273803	10/14/15	GORILLA METALS	182240	Parts, Vehicles & Motor Equip	26.83	0.00	26.83	\$270.17
			182286	Miscellaneous Equipment Parts & Supplies	243.34	0.00	243.34	
100273804	10/14/15	GRAINGER	9851460676	Supplies, Safety	1,985.78	0.00	1,985.78	\$268.27

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			9858120620	Supplies, Safety	-1,985.78	0.00	-1,985.78	
			9859467244	General Supplies	268.27	0.00	268.27	
100273805	10/14/15	HYDROSCIENCE ENGINEERS INC	262013013	Engineering Services	1,815.00	0.00	1,815.00	\$1,815.00
100273806	10/14/15	INSERT CO INC	54416	Facilities Maint & Repair - Labor	1,436.59	0.00	1,436.59	\$1,436.59
100273807	10/14/15	JAVELCO EQUIPMENT SERVICE INC	49781	Construction Services	1,110.61	0.00	1,110.61	\$1,126.16
			49854	Materials - Land Improve	15.55	0.00	15.55	
100273808	10/14/15	KIDZ LOVE SOCCER	2015SVA15"B"	Rec Instructors/Officials	12,505.20	0.00	12,505.20	\$12,505.20
100273809	10/14/15	KOHLWEISS AUTO PARTS INC	01OL6437	Parts, Vehicles & Motor Equip	8.83	0.00	8.83	\$121.48
			01OM2555	Parts, Vehicles & Motor Equip	112.65	0.00	112.65	
100273810	10/14/15	LAWSON PRODUCTS INC	9303607157	Miscellaneous Equipment Parts & Supplies	164.57	0.00	164.57	\$164.57
100273811	10/14/15	LEHR AUTO ELECTRIC	01 006296	Supplies, Vehicles/Motor Equip	1,897.28	0.00	1,897.28	\$1,897.28
100273812	10/14/15	LIFETIME TENNIS INC	MANGUM0731	Utilities - Electric	294.00	0.00	294.00	\$294.00
			15					
100273813	10/14/15	M & R REPAIR CO	10650	Miscellaneous Equipment	313.57	0.00	313.57	\$313.57
100273814	10/14/15	MCMaster CARR SUPPLY CO	40504147	Miscellaneous Equipment Parts & Supplies	63.42	0.00	63.42	\$223.98
			40550783	Miscellaneous Equipment Parts & Supplies	73.69	0.00	73.69	
			40634456	Chemicals	86.87	0.00	86.87	
100273815	10/14/15	MICHAEL BERNICK	SEPT2015	Contracts/Service Agreements	4,000.00	0.00	4,000.00	\$4,000.00
100273816	10/14/15	MIDWEST TAPE	93277349	Library Technology Services	972.43	0.00	972.43	\$972.43
100273817	10/14/15	MORRISONS SCHOOL SUPPLY	37157-0	General Supplies	49.87	0.00	49.87	\$49.87
100273818	10/14/15	NAPA AUTO PARTS	196106	Parts, Vehicles & Motor Equip	16.85	0.00	16.85	\$779.41
			199436	Parts, Vehicles & Motor Equip	171.11	0.00	171.11	
			199748	Parts, Vehicles & Motor Equip	21.20	0.00	21.20	
			199823	Parts, Vehicles & Motor Equip	119.58	0.00	119.58	
			199891	Parts, Vehicles & Motor Equip	-119.58	0.00	-119.58	
			199892	Parts, Vehicles & Motor Equip	92.19	0.00	92.19	
			199893	Parts, Vehicles & Motor Equip	19.16	0.00	19.16	
			200672	Parts, Vehicles & Motor Equip	95.91	0.00	95.91	
			200849	Parts, Vehicles & Motor Equip	20.09	0.00	20.09	
			200875	Parts, Vehicles & Motor Equip	40.23	0.00	40.23	
			200895	Parts, Vehicles & Motor Equip	28.80	0.00	28.80	

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			201131	Parts, Vehicles & Motor Equip	7.04	0.00	7.04	
			201365	Parts, Vehicles & Motor Equip	245.31	0.00	245.31	
			201884	Parts, Vehicles & Motor Equip	10.11	0.00	10.11	
			201907	Parts, Vehicles & Motor Equip	11.41	0.00	11.41	
100273820	10/14/15	NI GOVERNMENT SERVICES INC	5091023928	Miscellaneous Services	78.77	0.00	78.77	\$78.77
100273821	10/14/15	NATIONAL DATA & SURVEYING SERVICES INC	15-7728	Professional Services	155.00	0.00	155.00	\$155.00
100273822	10/14/15	NEXTEL COMMUNICATIONS	223865314-166	Utilities - Mobile Phones - City Mobile Phones	583.60	0.00	583.60	\$583.60
100273823	10/14/15	NOTEWORTHY MUSIC SCHOOL INC	462	Rec Instructors/Officials	3,458.25	0.00	3,458.25	\$3,458.25
100273824	10/14/15	OMEGA ENGRAVING	025444	Clothing, Uniforms & Access	180.00	0.00	180.00	\$180.00
100273825	10/14/15	OVERDRIVE INC	0910-17376820	Library Periodicals/Databases	3,116.25	0.00	3,116.25	\$3,116.25
100273826	10/14/15	PRN ERGONOMIC SERVICES	0000100	Occupational Health and Safety Services	1,695.00	0.00	1,695.00	\$1,695.00
100273827	10/14/15	PACIFIC COAST TRANE CONTROLS	S75996	Facilities Maint & Repair - Labor	775.20	0.00	775.20	\$775.20
100273828	10/14/15	PACIFIC ENERGY ADVISORS INC	28	Professional Services	15,021.70	0.00	15,021.70	\$15,021.70
100273829	10/14/15	PAN ASIAN PUBLICATIONS INC	U-14544	Library Acquis, Audio/Visual	122.94	0.00	122.94	\$122.94
100273830	10/14/15	PANKEYS RADIATOR SHOP INC	227442	Auto Maint & Repair - Labor	275.00	0.00	275.00	\$275.00
100273831	10/14/15	PEARSON BUICK GMC	262820	Parts, Vehicles & Motor Equip	33.97	0.00	33.97	\$196.36
			264255	Parts, Vehicles & Motor Equip	162.39	0.00	162.39	
100273832	10/14/15	PERKINELMER HEALTH SCIENCES	5303497081	General Supplies	525.41	0.00	525.41	\$3,870.25
			5303497833	General Supplies	3,017.02	0.00	3,017.02	
			5303500910	General Supplies	327.82	0.00	327.82	
100273833	10/14/15	PORTNOV COMPUTER SCHOOL	01-17-15	DED Services/Training - Training	595.00	0.00	595.00	\$595.00
100273834	10/14/15	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	5277	Vehicles & Motorized Equip	5,932.63	0.00	5,932.63	\$5,932.63
100273835	10/14/15	QUALITY COUNTS LLC	135423-1	Engineering Services	3,230.00	0.00	3,230.00	\$3,230.00
100273836	10/14/15	RANGE SERVANT AMERICA INC	73531	Misc Equip Maint & Repair - Materials	402.92	0.00	402.92	\$402.92
100273837	10/14/15	RAYVERN LIGHTING SUPPLY CO INC	36017-0	Inventory Purchase	324.62	0.00	324.62	\$324.62
100273838	10/14/15	SAFEWAY INC	430662-100815	Food Products	57.23	0.00	57.23	\$123.26
			720966-093015	Food Products	18.85	0.00	18.85	
			803444-100215	General Supplies	30.00	0.00	30.00	
			806696-101215	General Supplies	17.18	0.00	17.18	
100273839	10/14/15	SANDERSON SAFETY SUPPLY CO	8085513-01	Inventory Purchase	293.63	0.00	293.63	\$517.42

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			8085715-01	Inventory Purchase	223.16	2.05	221.11	
			8085740-000108	Inventory Purchase	299.06	2.75	296.31	
			8503363-000108	Inventory Purchase	-293.63	0.00	-293.63	
100273840	10/14/15	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	H5530462201	Medical Services	1,749.00	0.00	1,749.00	\$1,749.00
100273841	10/14/15	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800018893	Engineering Services	147,830.25	0.00	147,830.25	\$147,830.25
100273842	10/14/15	SHRED-IT USA LLC	9405406775	Records Related Services	70.00	0.00	70.00	\$49.00
			9406511073	Records Related Services	-70.00	0.00	-70.00	
			9407297646	Records Related Services	49.00	0.00	49.00	
100273843	10/14/15	SIGN WIZ	11522	General Supplies	164.67	0.00	164.67	\$164.67
100273844	10/14/15	SILICON VALLEY POLYTECHNIC INSTITUTE	10082015-280	DED Services/Training - Training	2,700.00	0.00	2,700.00	\$2,700.00
100273845	10/14/15	SMART & FINAL INC	177901-093015	Food Products	4.43	0.00	4.43	\$453.80
			177901-093015	General Supplies	30.32	0.00	30.32	
			178911-100215	Food Products	154.07	0.00	154.07	
			181499-100615	General Supplies	30.43	0.00	30.43	
			183715-100915	Special Events	234.55	0.00	234.55	
100273846	10/14/15	SPORTZANIA INC DBA SKYHAWKS SPORTS	2026	Rec Instructors/Officials	6,486.90	0.00	6,486.90	\$6,486.90
100273847	10/14/15	STATCOMM INC	104922	Facilities Maint & Repair - Labor	1,998.00	0.00	1,998.00	\$1,998.00
100273848	10/14/15	STATE BOARD OF EQUALIZATION	JUL-SEP2015	Taxes & Licenses - Misc	1,561.38	0.00	1,561.38	\$1,561.38
100273849	10/14/15	STEVENS CREEK CHRYSLER JEEP DODGE	325955	Parts, Vehicles & Motor Equip	120.92	0.00	120.92	\$120.92
100273850	10/14/15	STEVENS CREEK QUARRY INC	617374	General Supplies	292.02	0.00	292.02	\$292.02
100273851	10/14/15	SUNBELT RENTALS INC	53442526-002	Equipment Rental/Lease	81.90	0.00	81.90	\$81.90
100273852	10/14/15	SUNNYVALE FORD	449909	Parts, Vehicles & Motor Equip	106.23	0.00	106.23	\$1,836.71
			451932	Parts, Vehicles & Motor Equip	229.69	0.00	229.69	
			452361	Parts, Vehicles & Motor Equip	63.79	0.00	63.79	
			452698	Parts, Vehicles & Motor Equip	90.15	0.00	90.15	
			452699	Parts, Vehicles & Motor Equip	195.93	0.00	195.93	
			452700	Parts, Vehicles & Motor Equip	117.86	0.00	117.86	
			452788	Parts, Vehicles & Motor Equip	20.92	0.00	20.92	

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			452875	Parts, Vehicles & Motor Equip	41.61	0.00	41.61	
			452925	Parts, Vehicles & Motor Equip	24.75	0.00	24.75	
			453012	Parts, Vehicles & Motor Equip	67.29	0.00	67.29	
			453019	Parts, Vehicles & Motor Equip	28.41	0.00	28.41	
			453046	Parts, Vehicles & Motor Equip	14.09	0.00	14.09	
			453127	Parts, Vehicles & Motor Equip	28.41	0.00	28.41	
			453128	Parts, Vehicles & Motor Equip	14.20	0.00	14.20	
			453245	Parts, Vehicles & Motor Equip	55.81	0.00	55.81	
			453286	Inventory Purchase	637.62	0.00	637.62	
			FOCS721060	Auto Maint & Repair - Labor	99.95	0.00	99.95	
100273854	10/14/15	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DISABILITY1015	Insurances - Long Term Disability	3,857.00	0.00	3,857.00	\$3,857.00
100273855	10/14/15	SUNNYVALE TOWING INC	287469	Fuel, Oil & Lubricants	200.00	0.00	200.00	\$345.00
			294716	Fuel, Oil & Lubricants	35.00	0.00	35.00	
			294763	Fuel, Oil & Lubricants	35.00	0.00	35.00	
			294765	Fuel, Oil & Lubricants	35.00	0.00	35.00	
			296778	Vehicle Towing Services	40.00	0.00	40.00	
100273856	10/14/15	SUPPLYWORKS	1694709-00	Bldg Maint Matls & Supplies	253.07	0.00	253.07	\$2,281.67
			1694709-01	Bldg Maint Matls & Supplies	479.29	0.00	479.29	
			1705695-00	Inventory Purchase	1,225.66	12.26	1,213.40	
			1705695-01	Inventory Purchase	339.30	3.39	335.91	
100273857	10/14/15	SUREPATH FINANCIAL SOLUTIONS	063014-348	Professional Services	175.00	0.00	175.00	\$175.00
100273858	10/14/15	SVETLANA YEZHOVA	100415PURCHASE	DED Services/Training - Books	28.38	0.00	28.38	\$28.38
100273859	10/14/15	TALBOTS STEAM CLEANING	903	Professional Services	100.00	0.00	100.00	\$100.00
100273860	10/14/15	TELVUE	08718	Communication Equipment	11,565.00	0.00	11,565.00	\$11,715.00
			08718	General Supplies	150.00	0.00	150.00	
100273861	10/14/15	THERMO PROCESS INSTRUMENTS LP	9050161481	General Supplies	60.89	0.00	60.89	\$6,520.64
			9050161481	Water/Wastewater Treat Equip	6,459.75	0.00	6,459.75	
100273862	10/14/15	THYSSENKRUPP ELEVATOR CORP	3002147193	Facilities Maint & Repair - Labor	1,223.35	0.00	1,223.35	\$1,223.35
100273863	10/14/15	TRI DIM FILTER CORP	1667144-1	Bldg Maint Matls & Supplies	356.91	0.00	356.91	\$356.91

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100273864	10/14/15	TURF & INDUSTRIAL EQUIPMENT CO	IV13177	Parts, Vehicles & Motor Equip	567.68	0.00	567.68	\$1,800.00
			IV13245	Parts, Vehicles & Motor Equip	386.50	0.00	386.50	
			IV13392	Parts, Vehicles & Motor Equip	203.76	0.00	203.76	
			IV13403	Parts, Vehicles & Motor Equip	642.06	0.00	642.06	
100273865	10/14/15	UC REGENTS	843093-153	DED Services/Training - Training	350.00	0.00	350.00	\$1,785.00
			933320-153	DED Services/Training - Training	575.00	0.00	575.00	
			934921-153	DED Services/Training - Training	335.00	0.00	335.00	
			946691-153	DED Services/Training - Training	525.00	0.00	525.00	
100273866	10/14/15	UNITED PARCEL SERVICE	0000966608405	Mailing & Delivery Services	306.07	0.00	306.07	\$306.07
100273867	10/14/15	UNIVAR USA INC	SJ710015	Chemicals	3,924.86	0.00	3,924.86	\$3,924.86
100273868	10/14/15	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56443	DED Services/Training - Training	437.00	0.00	437.00	\$42,196.00
			56566	DED Services/Training - Training	538.00	0.00	538.00	
			56568	DED Services/Training - Training	439.00	0.00	439.00	
			56587	DED Services/Training - Training	600.00	0.00	600.00	
			56602	DED Services/Training - Training	478.50	0.00	478.50	
			56646	DED Services/Training - Training	456.50	0.00	456.50	
			56659	DED Services/Training - Training	511.50	0.00	511.50	
			56741	DED Services/Training - Training	264.50	0.00	264.50	
			56758	DED Services/Training - Training	351.50	0.00	351.50	
			56818	DED Services/Training - Training	4,563.00	0.00	4,563.00	
			56848	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56905	DED Services/Training - Training	4,473.00	0.00	4,473.00	
			56907	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56912	DED Services/Training - Training	4,900.50	0.00	4,900.50	
			56914	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56917	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			56920	DED Services/Training - Training	2,583.00	0.00	2,583.00	
100273870	10/14/15	WHCI PLUMBING SUPPLY	S2039548.001	Bldg Maint Matls & Supplies	863.75	0.00	863.75	\$1,458.85
			S2048091.001	Bldg Maint Matls & Supplies	342.70	0.00	342.70	
			S2048091.00REV	Bldg Maint Matls & Supplies	-342.70	0.00	-342.70	
			S2048250.001	Bldg Maint Matls & Supplies	164.84	0.00	164.84	

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			S2048250.003	Bldg Maint Matls & Supplies	430.26	0.00	430.26	
100273871	10/14/15	WAUKESHA PEARCE INDUSTRIES	30107235	Miscellaneous Equipment Parts & Supplies	2,532.86	0.00	2,532.86	\$2,532.86
100273872	10/14/15	WINSUPPLY OF SILICON VALLEY	649999 00	Miscellaneous Equipment Parts & Supplies	38.72	0.00	38.72	\$187.23
			650029 00	Electrical Parts & Supplies	148.51	0.00	148.51	
100273873	10/14/15	CSULB FOUNDATION	12/07-09/2015	Training and Conferences	336.00	0.00	336.00	\$336.00
100273874	10/14/15	GRANITEROCK CO	919231	Materials - Land Improve	760.94	0.00	760.94	\$1,985.01
			920039	Materials - Land Improve	1,224.07	0.00	1,224.07	
100273875	10/14/15	KING HO NG	01	Employee Recognition Expenses	366.75	0.00	366.75	\$366.75
100273876	10/14/15	LA COUNTY SHERIFFS DEPARTMENT	160922JJ	Training and Conferences	970.00	0.00	970.00	\$970.00
100273877	10/14/15	PACIFIC GAS & ELECTRIC CO	00328522410915	Utilities - Electric	10.06	0.00	10.06	\$8,530.03
			05225890200915	Utilities - Gas	231.08	0.00	231.08	
			05225892760915	Utilities - Electric	4,094.57	0.00	4,094.57	
			06075133000915	Utilities - Electric	11.06	0.00	11.06	
			14823837850915	Utilities - Electric	56.15	0.00	56.15	
			18068041900915	Utilities - Electric	106.67	0.00	106.67	
			19867842520915	Utilities - Electric	43.57	0.00	43.57	
			38257235830915	Utilities - Electric	10.06	0.00	10.06	
			39509111000915	Utilities - Electric	52.40	0.00	52.40	
			48131400740915	Utilities - Electric	9.86	0.00	9.86	
			52896844240915	Utilities - Gas	161.50	0.00	161.50	
			52896847890915	Utilities - Electric	1,214.00	0.00	1,214.00	
			53350770050915	Fuel, Oil & Lubricants	462.05	0.00	462.05	
			63004478110915	Utilities - Electric	65.07	0.00	65.07	
			65170651530915	Utilities - Electric	1,793.98	0.00	1,793.98	
			66172622090915	Utilities - Electric	60.36	0.00	60.36	
			97322830180915	Utilities - Electric	134.74	0.00	134.74	
			97322834740915	Utilities - Electric	12.85	0.00	12.85	
100273879	10/14/15	PARKSIDE STUDIOS LP	HMF#6	Customer Loans Disbursed	40,000.00	0.00	40,000.00	\$125,000.00
			HOME#4	Customer Loans Disbursed	85,000.00	0.00	85,000.00	
100273880	10/14/15	RESERVE ACCOUNT	11927647-1015	Inventory Purchase	20,000.00	0.00	20,000.00	\$20,000.00

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100273881	10/14/15	SANTA CLARA COUNTY CLERK-RECORDER	RTE TO SCH2014	Permit Fees	50.00	0.00	50.00	\$50.00
100273882	10/14/15	SANTA CLARA COUNTY CLERK-RECORDER	DUANE BIKE LN	Permit Fees	50.00	0.00	50.00	\$50.00
100273883	10/14/15	BONSUISSE INC	148691-3786	Refund Utility Account Credit	208.18	0.00	208.18	\$208.18
100273884	10/14/15	DAVID C WONG	2015-2662	Permit - Building	172.50	0.00	172.50	\$302.90
			2015-2662	Permit - Electrical	65.20	0.00	65.20	
			2015-2662	Permit - Plumbing & Gas	65.20	0.00	65.20	
100273885	10/14/15	ERNESTO AGUILAR	289542	Refund Recreation Fees	350.00	0.00	350.00	\$350.00
100273886	10/14/15	INTEGRATED SERVICE TECHNOLOGY USA INC	145203-72428	Refund Utility Account Credit	92.16	0.00	92.16	\$92.16
100273887	10/14/15	MARTA DIAZ	290073	Refund Recreation Fees	500.00	0.00	500.00	\$500.00
100273888	10/14/15	PATRICIA CONWAY	289198	Refund Recreation Fees	23.00	0.00	23.00	\$23.00
100273889	10/14/15	PIZZA DEPOT #2 C/O TOTO L	91849-56102	Refund Utility Account Credit	106.92	0.00	106.92	\$118.70
			91849-56106	Refund Utility Account Credit	11.78	0.00	11.78	
100273890	10/14/15	PLX DEVICES INC	162453-6084	Refund Utility Account Credit	149.09	0.00	149.09	\$149.09
100273891	10/14/15	RAQUEL SOLIMAN	289550	Refund Recreation Fees	350.00	0.00	350.00	\$350.00
100273892	10/14/15	ROCIO AGUILERA	290068	Refund Recreation Fees	350.00	0.00	350.00	\$350.00
100273893	10/14/15	VIRGINIA KIEPERT	290001	Refund Recreation Fees	119.00	0.00	119.00	\$119.00
100273894	10/16/15	ACADEMY OF TRUCK DRIVING INC	1477	DED Services/Training - Training	5,368.50	0.00	5,368.50	\$5,368.50
100273895	10/16/15	AIR LIQUIDE INDUSTRIAL US LP	62537051	Supplies, First Aid	149.84	0.00	149.84	\$376.23
			62594348	Inventory Purchase	50.36	0.00	50.36	
			62594585	Inventory Purchase	176.03	0.00	176.03	
100273896	10/16/15	AMERICAN FIDELITY ADMINISTRATIVE SVCS	0003644	Professional Services	2,675.00	0.00	2,675.00	\$2,675.00
100273897	10/16/15	AMFASOFT CORP	GERDSL AU-01R EV	DED Services/Training - Training	-1,642.50	0.00	-1,642.50	\$450.00
			GERLAU-01	DED Services/Training - Training	1,642.50	0.00	1,642.50	
			JUDWELSAPFI-01	DED Services/Training - Training	450.00	0.00	450.00	
100273898	10/16/15	ASSOCIATED INFRASTRUCTURE MGMT SERVICES	2015-011	Engineering Services	6,887.25	0.00	6,887.25	\$6,887.25
100273899	10/16/15	AZTEC CONSULTANTS						\$75,330.87

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			ANAEROBC123 #20	Construction Services	75,330.87	0.00	75,330.87	
100273900	10/16/15	BANK OF SACRAMENTO	ANAEROBC123 #20	Construction Project Contract Retainage	3,964.78	0.00	3,964.78	\$3,964.78
100273901	10/16/15	BAY-VALLEY PEST CONTROL INC	0196477	Facilities Maint & Repair - Labor	43.00	0.00	43.00	\$1,241.00
			0196478	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0196479	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0196480	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0196481	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0196482	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0196483	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0196484	Facilities Maint & Repair - Labor	92.00	0.00	92.00	
			0196488	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0196489	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0196490	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0196491	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0196493	Facilities Maint & Repair - Labor	32.00	0.00	32.00	
			0196494	Facilities Maint & Repair - Labor	56.00	0.00	56.00	
			0196496	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0196497	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0196498	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0196499	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0196501	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0196519	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
			0196524	Facilities Maint & Repair - Labor	58.00	0.00	58.00	
			0196528	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
100273903	10/16/15	CENTURY GRAPHICS	42921	Inventory Purchase	1,849.84	0.00	1,849.84	\$1,849.84
100273904	10/16/15	CITY OF SANTA CLARA	77963	Real Property Rental/Lease	700.00	0.00	700.00	\$700.00
100273905	10/16/15	COAST PERSONNEL SERVICES INC	240806	Contracts/Service Agreements	1,015.56	0.00	1,015.56	\$4,737.07
			240807	Contracts/Service Agreements	832.00	0.00	832.00	
			240808	Contracts/Service Agreements	967.20	0.00	967.20	

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			240809	Contracts/Service Agreements	955.11	0.00	955.11	
			240810	Contracts/Service Agreements	967.20	0.00	967.20	
100273907	10/16/15	COLUMBIA ELECTRIC INC	3TRFFCSGNLS#07	Construction Services	4,425.57	0.00	4,425.57	\$4,425.57
100273908	10/16/15	CROP PRODUCTION SERVICES INC	2015-BAYEREO P	Materials - Land Improve	-439.09	0.00	-439.09	\$18,352.91
			28417782	Materials - Land Improve	9,396.00	0.00	9,396.00	
			28439544	Materials - Land Improve	9,396.00	0.00	9,396.00	
100273909	10/16/15	CUBE SOLUTIONS	17555	Occupational Health and Safety Services	250.94	0.00	250.94	\$250.94
100273910	10/16/15	CURTIS CURRIER	SMS-S1-5	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273911	10/16/15	DEWEY HUANG	SMS-S1-3	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273912	10/16/15	EOA INC	SU43-0815	Consultants	13,787.39	0.00	13,787.39	\$13,787.39
100273915	10/16/15	GABRIEL PEREZ	CMS-S1-I	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273916	10/16/15	GARY M BAUM	00037	Legal Services	318.00	0.00	318.00	\$318.00
100273917	10/16/15	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1089080	Inventory Purchase	713.70	0.00	713.70	\$713.70
100273918	10/16/15	GRANITE CONSTRUCTION CO	880500	Materials - Land Improve	2,167.28	0.00	2,167.28	\$2,167.28
100273919	10/16/15	GRANITEROCK CO	FRMNTPVMT14#R	Construction Project Contract Retainage	143,438.62	0.00	143,438.62	\$143,438.62
100273920	10/16/15	HAMMETT & EDISON INC	152043	Consultants	1,900.00	0.00	1,900.00	\$1,900.00
100273921	10/16/15	HI-TECH OPTICAL INC	635100	Benefits and Incentives - Prescription Safety Glasses	100.00	0.00	100.00	\$1,057.00
			635961	Benefits and Incentives - Prescription Safety Glasses	100.00	0.00	100.00	
			635962	Benefits and Incentives - Prescription Safety Glasses	92.50	0.00	92.50	
			635963	Benefits and Incentives - Prescription Safety Glasses	100.00	0.00	100.00	
			635964	Benefits and Incentives - Prescription Safety Glasses	86.00	0.00	86.00	
			635965	Benefits and Incentives - Prescription Safety Glasses	192.50	0.00	192.50	
			637174	Benefits and Incentives - Prescription Safety Glasses	186.00	0.00	186.00	

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			638674	Benefits and Incentives - Prescription Safety Glasses	200.00	0.00	200.00	
100273922	10/16/15	HYBRID COMMERCIAL PRINTING INC	25527	Printing & Related Services	1,736.74	0.00	1,736.74	\$1,736.74
100273923	10/16/15	HYDROSCIENCE ENGINEERS INC	262016001	Professional Services	5,397.70	0.00	5,397.70	\$5,397.70
100273924	10/16/15	ICE CENTER OF CUPERTINO	SV-127411	Rec Instructors/Officials	1,248.00	0.00	1,248.00	\$5,873.00
			SV-727411	Rec Instructors/Officials	4,625.00	0.00	4,625.00	
100273925	10/16/15	INDEPENDENT ELECTRIC SUPPLY INC	S102488246.001	Electrical Parts & Supplies	420.43	0.00	420.43	\$420.43
100273926	10/16/15	JAMES K SHARP	CMS-S1-3	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273927	10/16/15	JAYME VANDERWEGE	SMS-S1-I	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273928	10/16/15	JOANNA GISTAND	CMS-S1-5	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273929	10/16/15	JUAN ZAPIEN	CMS-S1-2	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273930	10/16/15	KATHLEEN KRUEGER SASMITA	0915	Rec Instructors/Officials	80.00	0.00	80.00	\$80.00
100273931	10/16/15	KOHLWEISS AUTO PARTS INC	01OM3686	Inventory Purchase	88.74	1.77	86.97	\$929.54
			01OM4373	Inventory Purchase	187.46	3.75	183.71	
			01OM4432	Inventory Purchase	672.31	13.45	658.86	
100273932	10/16/15	KYLE MCINTYRE	SMS-S1-2	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273933	10/16/15	MCMASTER CARR SUPPLY CO	40786350	Miscellaneous Equipment Parts & Supplies	385.19	0.00	385.19	\$385.19
100273934	10/16/15	METROPOLITAN PLANNING GROUP	2101	Professional Services	14,515.42	0.00	14,515.42	\$33,009.70
			2129	Professional Services	18,494.28	0.00	18,494.28	
100273935	10/16/15	MICHAEL WALTON	SMS-S1-6	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273936	10/16/15	MIDWEST TAPE	93300728	Library Technology Services	848.72	0.00	848.72	\$848.72
100273937	10/16/15	MIRIAM SALO	005	General Supplies	25.00	0.00	25.00	\$25.00
100273938	10/16/15	NATIONAL LEAGUE OF CITIES	115923	Membership Fees	9,674.00	0.00	9,674.00	\$9,674.00
100273939	10/16/15	NORTH STATE ENVIRONMENTAL	047103	HazMat Disposal - Hazardous Waste Disposal	815.25	0.00	815.25	\$815.25
100273940	10/16/15	OCCUPATIONAL TRAINING INSTITUTE	WIA-1260	DED Services/Training - Training	937.75	0.00	937.75	\$4,399.30
			WIA-1261	DED Services/Training - Training	1,074.03	0.00	1,074.03	
			WIA-1262	DED Services/Training - Training	914.27	0.00	914.27	
			WIA-1263	DED Services/Training - Training	535.50	0.00	535.50	
			WIA-1265	DED Services/Training - Training	937.75	0.00	937.75	
100273941	10/16/15	OVERDRIVE INC	0910-000129897	Library Periodicals/Databases	220.98	0.00	220.98	\$220.98
100273942	10/16/15	P&R PAPER SUPPLY CO INC	30053373-00	Inventory Purchase	1,120.15	0.00	1,120.15	\$1,120.15

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100273944	10/16/15	PMC	44228	Consultants	2,888.75	0.00	2,888.75	\$2,888.75
100273945	10/16/15	PETERSON POWER SYSTEMS INC	SW240126631	Misc Equip Maint & Repair - Labor	2,125.00	0.00	2,125.00	\$2,710.47
			SW240126631	Misc Equip Maint & Repair - Materials	585.47	0.00	585.47	
100273946	10/16/15	PETERSON TRUCKS	743 248626	Parts, Vehicles & Motor Equip	19.01	0.00	19.01	\$128,066.58
			743 248626	Vehicles & Motorized Equip	128,047.57	0.00	128,047.57	
100273947	10/16/15	PLANET GRANITE INC	SV150720	Rec Instructors/Officials	2,760.00	0.00	2,760.00	\$2,760.00
100273948	10/16/15	R E P NUT N BOLT GUY	26903	Inventory Purchase	34.22	0.00	34.22	\$34.22
100273949	10/16/15	RANKIN STOCK HEABERLIN	33046	Legal Services	1,131.25	0.00	1,131.25	\$8,807.88
			33047	Legal Services	5,670.63	0.00	5,670.63	
			33048	Legal Services	2,006.00	0.00	2,006.00	
100273950	10/16/15	RAYVERN LIGHTING SUPPLY CO INC	36271-0	Inventory Purchase	1,866.19	0.00	1,866.19	\$2,136.26
			36272-0	Inventory Purchase	466.28	0.00	466.28	
			36369-0	Inventory Purchase	10.18	0.00	10.18	
			36466-0	Inventory Purchase	-1,866.19	0.00	-1,866.19	
			36467-0	Inventory Purchase	1,659.80	0.00	1,659.80	
100273951	10/16/15	READYREFRESH BY NESTLE	15I0023956113	Food Products	20.44	0.00	20.44	\$510.25
			15I0025819772	General Supplies	16.69	0.00	16.69	
			15I5715636006	General Supplies	70.26	0.00	70.26	
			15J0023360647	General Supplies	6.51	0.00	6.51	
			15J0024199309	Miscellaneous Services	76.31	0.00	76.31	
			15J5715636006	General Supplies	94.71	0.00	94.71	
			15J5740146005	Miscellaneous Services	171.71	0.00	171.71	
			15J5740153001	General Supplies	49.28	0.00	49.28	
			15J5740154009	General Supplies	4.34	0.00	4.34	
100273952	10/16/15	REED & GRAHAM INC	845589	Materials - Land Improve	2,863.50	0.00	2,863.50	\$2,911.00
			845590	Materials - Land Improve	47.50	0.00	47.50	
100273953	10/16/15	SFO REPROGRAPHICS	25462	Printing & Related Services	573.66	0.00	573.66	\$780.29
			25488	Printing & Related Services	206.63	0.00	206.63	
100273954	10/16/15	SHANE M REYNOLDS	SMS-S1-4	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273955	10/16/15	SHRED-IT USA LLC	9407701853	General Supplies	45.00	0.00	45.00	\$45.00
100273956	10/16/15	SIERRA CHEMICAL CO	SLS10026987	Chemicals	4,006.56	0.00	4,006.56	\$4,006.56

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100273957	10/16/15	SILICON VALLEY POLYTECHNIC INSTITUTE	10082015-278	DED Services/Training - Training	300.00	0.00	300.00	\$600.00
			10082015-282	DED Services/Training - Training	300.00	0.00	300.00	
100273958	10/16/15	SMART & FINAL INC	186097-101315	General Supplies	85.45	0.00	85.45	\$85.45
100273959	10/16/15	STATE WATER RESOURCES CONTROL BOARD	OP#17611 GR D5	Membership Fees	155.00	0.00	155.00	\$155.00
100273960	10/16/15	STEVEN BOLING	CMS-S1-4	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100273961	10/16/15	SUNBELT RENTALS INC	53442526-003	Equipment Rental/Lease	4,784.91	0.00	4,784.91	\$5,734.17
			53442526-004	Equipment Rental/Lease	1,797.51	0.00	1,797.51	
			53442526-005	Equipment Rental/Lease	-616.61	0.00	-616.61	
			53442526-006	Equipment Rental/Lease	-231.64	0.00	-231.64	
100273962	10/16/15	TUTOR.COM INC	INV-000005751	Library Periodicals/Databases	11,300.00	0.00	11,300.00	\$11,300.00
100273963	10/16/15	UNITED ROTARY BRUSH CORP	CI176660	Inventory Purchase	1,732.70	0.00	1,732.70	\$1,732.70
100273965	10/16/15	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56580	DED Services/Training - Training	605.00	0.00	605.00	\$1,172.00
			56752	DED Services/Training - Training	567.00	0.00	567.00	
100273966	10/16/15	WECO INDUSTRIES LLC	0035002-IN	Misc Equip Maint & Repair - Materials	1,383.50	0.00	1,383.50	\$3,955.37
			0035059-IN	Misc Equip Maint & Repair - Labor	210.00	0.00	210.00	
			0035059-IN	Misc Equip Maint & Repair - Materials	2,361.87	0.00	2,361.87	
100273967	10/16/15	WILSEY HAM	10204	Consultants	1,674.00	0.00	1,674.00	\$1,674.00
100273968	10/16/15	WITMER TYSON IMPORTS INC	T11172	Canine Program Expenditures	1,037.31	0.00	1,037.31	\$1,037.31
100273969	10/16/15	G&K SERVICES	1083706166	Laundry & Cleaning Services	67.38	0.00	67.38	\$2,595.99
			1083708103	Laundry & Cleaning Services	341.77	0.00	341.77	
			1083710013	Laundry & Cleaning Services	59.36	0.00	59.36	
			1083711939	Laundry & Cleaning Services	59.36	0.00	59.36	
			1083713873	Laundry & Cleaning Services	59.36	0.00	59.36	
			1083715848	Laundry & Cleaning Services	67.50	0.00	67.50	
			1083715849	Laundry & Cleaning Services	260.99	0.00	260.99	
			1083715852	Laundry & Cleaning Services	18.10	0.00	18.10	
			1083715853	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083715859	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083715860	Laundry & Cleaning Services	34.33	0.00	34.33	
			1083715861	Laundry & Cleaning Services	15.46	0.00	15.46	

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			1083715862	Laundry & Cleaning Services	20.11	0.00	20.11	
			1083715863	Laundry & Cleaning Services	42.68	0.00	42.68	
			1083715864	Laundry & Cleaning Services	13.12	0.00	13.12	
			1083715865	Laundry & Cleaning Services	18.38	0.00	18.38	
			1083715866	Laundry & Cleaning Services	33.43	0.00	33.43	
			1083715867	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083715868	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083717795	Laundry & Cleaning Services	67.50	0.00	67.50	
			1083717796	Laundry & Cleaning Services	192.04	0.00	192.04	
			1083717799	Laundry & Cleaning Services	18.10	0.00	18.10	
			1083717800	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083717806	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083717807	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083717808	Laundry & Cleaning Services	42.68	0.00	42.68	
			1083717809	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083717810	Laundry & Cleaning Services	5.24	0.00	5.24	
			1083717811	Laundry & Cleaning Services	8.95	0.00	8.95	
			1083717812	Laundry & Cleaning Services	36.26	0.00	36.26	
			1083717813	Laundry & Cleaning Services	13.79	0.00	13.79	
			1083717814	Laundry & Cleaning Services	12.87	0.00	12.87	
			1083717815	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083719756	Laundry & Cleaning Services	67.50	0.00	67.50	
			1083719757	Laundry & Cleaning Services	170.24	0.00	170.24	
			1083719760	Laundry & Cleaning Services	18.10	0.00	18.10	
			1083719761	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083719767	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083719768	Laundry & Cleaning Services	34.33	0.00	34.33	
			1083719769	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083719770	Laundry & Cleaning Services	20.11	0.00	20.11	
			1083719771	Laundry & Cleaning Services	42.68	0.00	42.68	
			1083719772	Laundry & Cleaning Services	13.12	0.00	13.12	

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			1083719773	Laundry & Cleaning Services	18.38	0.00	18.38	
			1083719774	Laundry & Cleaning Services	33.43	0.00	33.43	
			1083719775	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083719776	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083721697	Laundry & Cleaning Services	67.50	0.00	67.50	
			1083721698	Laundry & Cleaning Services	170.21	0.00	170.21	
			1083721701	Laundry & Cleaning Services	18.10	0.00	18.10	
			1083721702	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083721708	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083721709	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083721710	Laundry & Cleaning Services	42.68	0.00	42.68	
			1083721711	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083721712	Laundry & Cleaning Services	5.24	0.00	5.24	
			1083721713	Laundry & Cleaning Services	8.95	0.00	8.95	
			1083721714	Laundry & Cleaning Services	36.26	0.00	36.26	
			1083721715	Laundry & Cleaning Services	13.79	0.00	13.79	
			1083721716	Laundry & Cleaning Services	12.87	0.00	12.87	
			1083721717	Laundry & Cleaning Services	15.46	0.00	15.46	
100273974	10/16/15	KATHY KALLICK	10242015	Special Events	1,556.90	0.00	1,556.90	\$1,556.90
100273975	10/16/15	PACIFIC GAS & ELECTRIC CO	11059228290915	Utilities - Electric	78.27	0.00	78.27	\$17,840.32
			11059229930915	Utilities - Electric	86.44	0.00	86.44	
			35642590100915	Utilities - Electric	69.55	0.00	69.55	
			35642590150915	Utilities - Electric	57.27	0.00	57.27	
			35642590200915	Utilities - Electric	59.83	0.00	59.83	
			35642590250915	Utilities - Electric	162.54	0.00	162.54	
			35642590300915	Utilities - Electric	97.65	0.00	97.65	
			35642590350915	Utilities - Electric	70.39	0.00	70.39	
			35642590400915	Utilities - Electric	102.96	0.00	102.96	
			35642590450915	Utilities - Electric	71.41	0.00	71.41	
			35642590500915	Utilities - Electric	60.31	0.00	60.31	
			35642590650915	Utilities - Electric	69.99	0.00	69.99	

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			35642590700915	Utilities - Electric	66.25	0.00	66.25	
			35642590750915	Utilities - Electric	103.17	0.00	103.17	
			35642590800915	Utilities - Electric	92.83	0.00	92.83	
			35642590850915	Utilities - Electric	60.10	0.00	60.10	
			35642590950915	Utilities - Electric	18.85	0.00	18.85	
			35642591000915	Utilities - Electric	127.06	0.00	127.06	
			35642591050915	Utilities - Electric	64.14	0.00	64.14	
			35642591100915	Utilities - Electric	63.33	0.00	63.33	
			35642591150915	Utilities - Electric	79.69	0.00	79.69	
			35642591250915	Utilities - Electric	89.52	0.00	89.52	
			35642591300915	Utilities - Electric	44.59	0.00	44.59	
			35642591350915	Utilities - Electric	116.99	0.00	116.99	
			35642591400915	Utilities - Electric	80.20	0.00	80.20	
			35642591450915	Utilities - Electric	65.04	0.00	65.04	
			35642591500915	Utilities - Electric	49.54	0.00	49.54	
			35642591550915	Utilities - Electric	54.99	0.00	54.99	
			35642591600915	Utilities - Electric	61.13	0.00	61.13	
			35642591650915	Utilities - Electric	90.58	0.00	90.58	
			35642591700915	Utilities - Electric	75.71	0.00	75.71	
			35642591750915	Utilities - Electric	72.15	0.00	72.15	
			35642591800915	Utilities - Electric	58.02	0.00	58.02	
			35642591850915	Utilities - Electric	57.34	0.00	57.34	
			35642591900915	Utilities - Electric	53.76	0.00	53.76	
			35642591950915	Utilities - Electric	76.80	0.00	76.80	
			35642592000915	Utilities - Electric	88.36	0.00	88.36	
			35642592050915	Utilities - Electric	78.95	0.00	78.95	
			35642592100915	Utilities - Electric	65.78	0.00	65.78	
			35642592150915	Utilities - Electric	76.39	0.00	76.39	
			35642592200915	Utilities - Electric	76.39	0.00	76.39	
			35642592250915	Utilities - Electric	28.75	0.00	28.75	
			35642592300915	Utilities - Electric	67.64	0.00	67.64	

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			35642592350915	Utilities - Electric	10.51	0.00	10.51	
			35642592400915	Utilities - Electric	105.27	0.00	105.27	
			35642592450915	Utilities - Electric	53.78	0.00	53.78	
			35642592500915	Utilities - Electric	59.21	0.00	59.21	
			35642592550915	Utilities - Electric	72.15	0.00	72.15	
			35642592600915	Utilities - Electric	73.68	0.00	73.68	
			35642592650915	Utilities - Electric	96.48	0.00	96.48	
			35642592700915	Utilities - Electric	70.95	0.00	70.95	
			35642592750915	Utilities - Electric	55.47	0.00	55.47	
			35642592800915	Utilities - Electric	106.34	0.00	106.34	
			35642592850915	Utilities - Electric	61.25	0.00	61.25	
			35642592900915	Utilities - Electric	58.19	0.00	58.19	
			35642592950915	Utilities - Electric	85.29	0.00	85.29	
			35642593000915	Utilities - Electric	65.85	0.00	65.85	
			35642593050915	Utilities - Electric	90.69	0.00	90.69	
			35642593100915	Utilities - Electric	66.19	0.00	66.19	
			35642593200915	Utilities - Electric	72.15	0.00	72.15	
			35642593250915	Utilities - Electric	13.10	0.00	13.10	
			35642593300915	Utilities - Electric	78.97	0.00	78.97	
			35642593350915	Utilities - Electric	65.68	0.00	65.68	
			35642593400915	Utilities - Electric	80.82	0.00	80.82	
			35642593450915	Utilities - Electric	64.61	0.00	64.61	
			35642593500915	Utilities - Electric	78.10	0.00	78.10	
			35642593550915	Utilities - Electric	61.25	0.00	61.25	
			35642593600915	Utilities - Electric	87.96	0.00	87.96	
			35642593650915	Utilities - Electric	82.52	0.00	82.52	
			35642593700915	Utilities - Electric	79.63	0.00	79.63	
			35642593750915	Utilities - Electric	50.70	0.00	50.70	
			35642593800915	Utilities - Electric	58.70	0.00	58.70	
			35642593850915	Utilities - Electric	9.86	0.00	9.86	
			35642593900915	Utilities - Electric	57.34	0.00	57.34	

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			35642593950915	Utilities - Electric	55.30	0.00	55.30	
			35642594000915	Utilities - Electric	65.33	0.00	65.33	
			35642594050915	Utilities - Electric	39.30	0.00	39.30	
			35642594100915	Utilities - Electric	40.49	0.00	40.49	
			35642594150915	Utilities - Electric	58.19	0.00	58.19	
			35642594250915	Utilities - Electric	94.26	0.00	94.26	
			35642594300915	Utilities - Electric	64.14	0.00	64.14	
			35642594350915	Utilities - Electric	66.36	0.00	66.36	
			35642594400915	Utilities - Electric	54.11	0.00	54.11	
			35642594450915	Utilities - Electric	66.70	0.00	66.70	
			35642594500915	Utilities - Electric	42.71	0.00	42.71	
			35642594550915	Utilities - Electric	84.74	0.00	84.74	
			35642594600915	Utilities - Electric	84.40	0.00	84.40	
			35642594650915	Utilities - Electric	85.93	0.00	85.93	
			35642594700915	Utilities - Electric	82.01	0.00	82.01	
			35642594750915	Utilities - Electric	63.63	0.00	63.63	
			35642594800915	Utilities - Electric	78.78	0.00	78.78	
			35642594850915	Utilities - Electric	57.82	0.00	57.82	
			35642594900915	Utilities - Electric	69.39	0.00	69.39	
			35642594950915	Utilities - Electric	89.29	0.00	89.29	
			35642595000915	Utilities - Electric	77.89	0.00	77.89	
			35642595050915	Utilities - Electric	74.49	0.00	74.49	
			35642595100915	Utilities - Electric	69.73	0.00	69.73	
			35642595150915	Utilities - Electric	65.47	0.00	65.47	
			35642595200915	Utilities - Electric	85.56	0.00	85.56	
			35642595250915	Utilities - Electric	62.97	0.00	62.97	
			35642595300915	Utilities - Electric	57.89	0.00	57.89	
			35642595350915	Utilities - Electric	64.79	0.00	64.79	
			35642595400915	Utilities - Electric	66.84	0.00	66.84	
			35642595450915	Utilities - Electric	117.54	0.00	117.54	
			35642595500915	Utilities - Electric	43.91	0.00	43.91	

List of All Claims and Bills Approved for Payment
For Payments Dated 10/11/2015 through 10/17/2015

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			35642595550915	Utilities - Electric	53.64	0.00	53.64	
			35642595600915	Utilities - Electric	49.35	0.00	49.35	
			35642595650915	Utilities - Electric	66.96	0.00	66.96	
			35642595700915	Utilities - Electric	59.90	0.00	59.90	
			35642595750915	Utilities - Electric	63.81	0.00	63.81	
			35642595800915	Utilities - Electric	54.97	0.00	54.97	
			35642595850915	Utilities - Electric	99.21	0.00	99.21	
			35642595900915	Utilities - Electric	52.07	0.00	52.07	
			35642595950915	Utilities - Electric	107.00	0.00	107.00	
			35642596000915	Utilities - Electric	89.00	0.00	89.00	
			35642596050915	Utilities - Electric	70.11	0.00	70.11	
			35642596100915	Utilities - Electric	61.77	0.00	61.77	
			35642596150915	Utilities - Electric	52.75	0.00	52.75	
			35642596200915	Utilities - Electric	71.89	0.00	71.89	
			35642596250915	Utilities - Electric	52.92	0.00	52.92	
			35642596300915	Utilities - Electric	65.52	0.00	65.52	
			35642596350915	Utilities - Electric	49.18	0.00	49.18	
			35642596400915	Utilities - Electric	55.48	0.00	55.48	
			35642596450915	Utilities - Electric	95.22	0.00	95.22	
			35642596500915	Utilities - Electric	54.18	0.00	54.18	
			35642598240915	Utilities - Electric	9.53	0.00	9.53	
			43142590150915	Utilities - Gas	9.20	0.00	9.20	
			43142590250915	Utilities - Gas	845.20	0.00	845.20	
			43142590300915	Utilities - Gas	7.84	0.00	7.84	
			43142597200915	Utilities - Electric	1,120.80	0.00	1,120.80	
			43142597640915	Utilities - Electric	1,888.56	0.00	1,888.56	
			74408230820915	Utilities - Electric	69.99	0.00	69.99	
			91475900450915	Utilities - Gas	41.23	0.00	41.23	
			91475903190915	Utilities - Electric	104.40	0.00	104.40	
			91475904100915	Utilities - Electric	838.85	0.00	838.85	
			91475904310915	Utilities - Electric	525.90	0.00	525.90	

List of All Claims and Bills Approved for Payment
For Payments Dated 10/11/2015 through 10/17/2015

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			91475907050915	Utilities - Electric	216.76	0.00	216.76	
			91475907470915	Utilities - Electric	851.14	0.00	851.14	
			91475908690915	Utilities - Electric	752.50	0.00	752.50	
			91475909640915	Utilities - Electric	801.24	0.00	801.24	
			91475909790915	Utilities - Electric	1,038.95	0.00	1,038.95	
100273986	10/16/15	SCCFCA OPERATIONS SECTION	RMEYER15-16	Membership Fees	200.00	0.00	200.00	\$200.00
400000502	10/12/15	CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM	14616166	Insurances - Medical	1,129,861.49	0.00	1,129,861.49	\$1,522,178.92
			14616166	Insurances - Retiree Medical - PERS	392,317.43	0.00	392,317.43	
Grand Total Payment Amount								<u>\$2,620,721.13</u>



City of Sunnyvale

Agenda Item

15-0197

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

Approve Loan and Regulatory Agreements with MP Morse Court Associates, LP for a Loan of \$1 Million in Housing Mitigation Funds to Rehabilitate Morse Court Apartments

BACKGROUND

In February 2014, the City released a Request for Proposals (RFP) for affordable housing projects to be funded with Housing Mitigation Funds (HMF) in FY 2014/15. The City received two proposals from MidPen Housing Corporation (MidPen), one of which, the project to rehabilitate Morse Court, was selected for funding. Funding for this project was included as a capital project in the FY 2014/15 Projects Budget approved by Council in June 2014. MP Morse Court Associates, LP, is the MidPen affiliate entity (limited partnership) that owns the Morse Court property.

Morse Court Apartments, a 35-unit affordable rental housing complex, is located at 825 Morse Avenue. The conditional funding commitment was conditioned on completing any necessary environmental review of the project, written approval of the new loan by the senior lienholder, and Council approval of the loan and regulatory agreements ("the Agreements"). The project was slightly delayed due to the need for additional time for City and MidPen staff to finalize the scope of work, negotiate the Agreements, and allow for the required review by the senior lienholder, the California Housing Finance Agency (CalHFA).

EXISTING POLICY

General Plan: Housing Element

Policy B.3: Strengthen multi-family neighborhoods through partnership with non-profit housing organizations in the acquisition and rehabilitation of older residential properties and maintenance as long-term affordable housing.

2015-2020 Sunnyvale Consolidated Plan

Goal A.1.a: Provide financial and/or technical assistance to qualified affordable housing developers for rehabilitation, construction and/or preservation of affordable rental housing and/or site acquisition.

ENVIRONMENTAL REVIEW

This project is exempt from the requirements of the California Environmental Quality Act (CEQA) as a Class 1 project involving only rehabilitation of existing structures. (CEQA Guidelines section 15301 (d).) No federal funds will be used for this project, therefore federal environmental review under the National Environmental Policy Act (NEPA) is not required.

DISCUSSION

Morse Court was built in 1983 and is currently subject to rent limits imposed by CalHFA which restrict seven of the units to very low income rents (50% of area median income, or AMI) and the

remaining 27 units to low income rents (60% of AMI). The remaining unit is a manager's unit. Many of the units in the project currently receive project-based Section 8 subsidies which make those units even more affordable. The current tenants include 30 extremely low income (ELI) households and 4 very low income (VLI) households.

Morse Court is a typical garden apartment-style complex, with five existing two-story apartment buildings with balconies or patios, a small tot-lot, laundry room, and surface parking with carports. The property includes 16 one-bedroom units, 15 two-bedroom units and 4 three-bedroom units. Two of the one-bedroom units are accessible.

The rehabilitation scope of work includes replacement of roofs, windows, siding, and decking; sustainability improvements, such as improved ventilation systems, higher efficiency windows, LED lighting to replace current exterior lighting; and replacement of the existing landscape sprinklers with a water-efficient irrigation system.

The total project cost is \$1,333,333, to be financed by the City loan and MidPen's matching funds. Approximately 84% of the project budget is for hard costs, including contingency, and the balance of 16% is for soft costs, such as design and engineering, permitting, and related soft costs, as shown in detail on Page 19 of the proposed Loan Agreement (Attachment 1).

MidPen has met all of the conditions of the conditional loan commitment and is ready to begin the project pending Council approval and recording of the loan documents. The proposed Loan Agreement is consistent with the appropriation approved by Council in 2014, and sets forth the terms of the City loan, including financing terms, and general requirements for the project and for ongoing operations.

The proposed loan terms include a 40-year term at three percent simple interest, with annual residual receipt payments to the City and any balance of principal or interest due at the end of the term. The proposed Regulatory Agreement (Attachment 2) will restrict seven units to the ELI rent and income limits, another seven to VLI limits, and the remaining 20 units to low-income limits. The manager's unit will remain unrestricted. This is consistent with, but slightly stricter than, the existing CalHFA restrictions, which do not require any ELI units. CalHFA has reviewed and approved the Agreements.

FISCAL IMPACT

The recommended action will not impact the City's General Fund. The HMF allocation for this project was included in the FY 2014/15 Projects Budget and remains available for the project. The HMF exists for the purpose of funding affordable housing projects such as the rehabilitation of Morse Court, so the recommended action is consistent with its purpose and various city policies regarding affordable housing.

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.

The HMF conditional funding award for this project was reviewed and recommended by the Housing and Human Services Commission on April 23, 2014 and approved by Council on June 24, 2014.

RECOMMENDATION

Find that the project is exempt from CEQA pursuant to Guideline 15301(d) and approve the Agreements with MP Morse Court Associates, LP in substantially the form provided in Attachments 1 and 2 to the report, and authorize the City Manager to execute the Agreements in final form as approved by the City Attorney.

Approval of the Agreements between the City and MP Morse Court Associates, LP will enable completion of the rehabilitation work and sustainability improvements; ensure the property is physically sound; and preserve Morse Court as affordable rental housing for low-income households for at least another forty years. Completion of this project will assist the City in meeting its 2015-2023 Housing Element goals for preservation of rental units affordable to lower-income households.

Prepared by: Katrina L. Ardina, Housing Programs Analyst

Reviewed by: Suzanne Isé, Housing Officer

Reviewed by: Hanson Hom, Director, Community Development

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Kent Steffens, Assistant City Manager

For Deanna J. Santana, City Manager

ATTACHMENTS

1. Loan Agreement
2. Regulatory Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Sunnyvale
Community Development Department
P.O. Box 3707
Sunnyvale, CA 94088-3707
Attn: Housing Officer

No fee for recording pursuant to
Government Code Section 27383

APN: 204-06-046

**LOAN AGREEMENT
CITY OF SUNNYVALE
HOUSING MITIGATION FUND
MORSE COURT**

This Loan Agreement (the “Agreement”) is made as of _____, 2015 by and between the **City of Sunnyvale**, a municipal corporation (the "Lender"), and **MP Morse Court Associates**, a California limited partnership (the “Borrower”).

RECITALS

A. The Borrower intends to rehabilitate that certain real property located at 825 Morse Avenue in the City of Sunnyvale, California as more particularly described in Exhibit A attached hereto (the “Property”), for the purpose of preserving affordable rental housing for Extremely Low, Very Low, and Low-Income households, as such income levels are defined in the Regulatory Agreement (collectively “Lower-Income Households”).

B. The Project will consist of the substantial rehabilitation of five (5) buildings with a total of thirty-five (35) apartment units, which will be occupied by Lower-Income Households, except for one manager’s unit (the “Project”).

C. As a condition of the Loan, the Borrower has agreed to execute a regulatory agreement (the “Regulatory Agreement”) which will regulate the Property for the term of the Loan to ensure that the units are occupied by and affordable to Lower-Income Households.

D. The Lender will oversee the Project to ensure that it conforms to the scope of work, project budget, project timeline, and that it meets all Lender and state housing and building codes.

NOW THEREFORE, in consideration of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, the Borrower and Lender hereby agree as follows:

ARTICLE 1 LOAN TERMS

1.1 Loan Agreement. The Lender agrees to loan and Borrower agrees to borrow an amount not to exceed One Million Dollars (\$1,000,000) of Sunnyvale Housing Mitigation Funds (the "Loan"), subject to the conditions and terms of this Agreement. The Loan shall be evidenced by a promissory note bearing three percent (3%) interest, with a term of forty (40) years (the "Note") executed by Borrower, with residual receipts payable as provided in the Note, and secured by a deed of trust (the "Deed of Trust") and Regulatory Agreement recorded against the Property. This Agreement, the Note, the Deed of Trust and the Regulatory Agreement shall be collectively referred to as the "Loan Documents".

1.2 Conditions of Funding. The obligation of the Lender to disburse Loan proceeds under this Agreement is subject to the following conditions:

(a) There exists no Default nor any act, failure, omission or condition that would constitute a default under this Agreement;

(b) The Borrower holds title to the Property or is acquiring title simultaneously with the disbursement of the Loan proceeds;

(c) A title insurer reasonable acceptable to the Lender is unconditionally and irrevocably committed to issuing an LP-1- ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the Lender, and containing such endorsements as the Lender may reasonably require.

(d) Escrow instructions ("Escrow Instructions") prepared by the parties shall be delivered to and accepted by the title company. The Escrow Instructions shall be consistent with the terms of this Agreement and shall provide, among other matters, that prior to the Closing Date (as defined below):

(1) This Agreement shall be executed by the Borrower and the Lender and delivered to the Lender;

(2) The Note shall be executed by Borrower and delivered to the Lender;

(3) The Deed of Trust shall be executed by Borrower and recorded in the records of the County of Santa Clara (the "County");

(4) The Regulatory Agreement shall have been executed by Borrower and the Lender and recorded in the records of the County;

(e) Any approval of this Agreement, the Note, the Deed of Trust, or the Regulatory Agreement contemplated by this Agreement that is required under the Loan Documents shall be delivered to the Lender, and any certification required by the Lender

with respect to the procurement of any such approval shall be delivered by Borrower to the Lender.

(f) Borrower shall provide the Lender with a resolution approving and authorizing execution of this Agreement and all documents contemplated hereby and with such other documentation required by the Lender regarding Borrower's status and authority to enter into this transaction.

(g) Borrower shall provide the Lender with certificates of insurance, in form and with insurers admitted in California and acceptable to the Lender, evidencing compliance with the insurance requirements, as provided by the Lender on or prior to the Closing Date, and upon demand by Lender at any time subsequent. If requested by the Lender, Borrower shall also provide complete copies of the required insurance policies and bonds.

(h) The closing contemplated by this Section and the Escrow Instructions shall occur within thirty (30) days of the date of execution of this Agreement, unless the parties agree to a different closing date (the "Closing Date").

(i) The Lender has determined that the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that the Borrower has obtained in connection with the Project, are not less than the amount that is necessary to pay for the Project and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement.

(j) The Lender has received a written draw request from the Borrower, including certification by the Borrower that the condition set forth in Section 1.4(a) is satisfied, setting forth the expenses previously incurred for which reimbursement is requested in connection with the eligible costs of the Project, as set forth in the Project Budget, included herein as Exhibit B. Reimbursement requests shall specify the amount of funds needed, and a copy of the bill or invoice covering the applicable cost. The Borrower shall apply all disbursements for the purpose requested.

(k) Borrower shall provide evidence of matching funds to Lender. The matching funds have been committed by Borrower in the amount of Three Hundred Thousand Dollars (\$333,000). No less than this amount shall be provided by Borrower as matching funds to pay for eligible Project costs consistent with the Project Budget and Scope of Work provided as Exhibits B and C to this Agreement.

1.3 Term of Agreement. The term of this Agreement, shall commence upon the execution of this Agreement and shall be due and payable in full upon the earliest of: (i) forty (40) years from the date of this Note, (ii) the refinancing of the senior loan encumbering the Project, (iii) the sale or other transfer of the Project except as permitted hereunder, or (iv) the transfer of the limited partner interest.

1.4 Use of Funds.

- (a) The Borrower shall use the Loan Funds for the reimbursement of eligible costs incurred by the Project (the "Permitted Use"), as described in the Project Budget, attached hereto as Exhibit B.
- (b) The Borrower agrees to be additionally liable for repayment of any disbursed Loan proceeds not utilized for the Permitted Use.

1.5 Regulatory Agreement. In connection herewith, the Borrower shall execute and record a Regulatory Agreement which shall regulate all units of the Property to ensure that the units are occupied by and affordable to Lower-Income Households for not less than forty (40) years.

1.6 Subordination. The Deed of Trust and/or Regulatory Agreement may be subordinated to deed(s) of trust securing the loans in the amounts set forth in the Project Budget, if any, or to existing deeds of trust securing existing financing (each, a "Senior Loan"), subject to the following conditions:

- (a) Borrower must demonstrate to the Lender's reasonable satisfaction that subordination of the Deed of Trust and/or Regulatory Agreement is necessary to secure adequate financing for the Project, including the operation of the Property as affordable rental housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the Lender, in addition to any other information reasonably required by the Lender, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate financing to ensure the viability of the Project including any project costs not included in the Budget attached hereto as Exhibit B (for the Lender Loan), and adequate financing for the Project would not be available without the proposed subordination or that such loans are existing loans that would not approve the Lender Loan without subordination.

- (b) The subordination agreement(s) must be structured to minimize the risk that the Deed of Trust and/or Regulatory Agreement would be extinguished as a result of a foreclosure by the holder of the Senior Loan. To satisfy this requirement, the subordination agreement must provide the Lender with adequate rights to cure any defaults by Borrower, including: (i) providing the Lender or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (ii) providing the Lender with a cure period of at least sixty (60) days to cure any default.

- (c) The subordination(s) described in this section may be effective only during the original term of the Senior Loan and any extension of its term approved in writing by the Lender.

- (d) No subordination may limit the effect of the Deed of Trust and/or Regulatory Agreement before a foreclosure, nor require consent of the holder of the Senior Loan to exercise of any remedies by the Lender under the Loan Documents.

- (e) Upon a determination by the City Manager that the conditions in this Section have been satisfied, the City Manager or his/her designee will be authorized to

execute the approved subordination agreement without the necessity of any further action or approval.

ARTICLE 2 GENERAL REQUIREMENTS

2.1 Rental Agreement. Leases of units must comply with the following requirements:

- (a) Tenant leases must be for not less than one year unless by mutual agreement between tenant and owner.
- (b) Any termination of tenancy or refusal to renew a lease, with the exception of evictions or non-renewals for non-payment of rent, must be preceded by thirty (30) days written notice specifying the grounds for the action by the owner.
- (c) Leases shall be in writing and may not contain the following prohibitive clauses:
 - (1) Agreement by the tenant to be sued.
 - (2) Statement that owner can confiscate tenant property.
 - (3) Statement excusing owner from legal responsibility.
 - (4) Statement that owner does not have to give notice when instituting a lawsuit.
 - (5) Agreement by the tenant to waive rights to a jury trial.
 - (6) Agreement by the tenant to waive rights to appeal a court decision.
 - (7) Agreement by the tenant to pay attorneys' fees if the tenant wins a court case.
 - (8) Agreement by the tenant to waive rights to civil court proceeding to defend eviction.

2.2 Property Management. During the term of this Agreement, Borrower shall maintain the Property in good repair and in a neat, clean and orderly condition and shall comply with all of the terms and provisions of the City permits issued for the Project. The Borrower must keep and maintain the Property in compliance with all applicable laws and Lender requirements for the duration of this Agreement, and shall not cause or allow the Property to be in violation of any federal, state or local laws, ordinances or regulations.

2.3 Occupancy Procedures. The Borrower shall adopt written tenant selection policies and criteria for the units that:

- (a) Are consistent with the purpose of providing housing for Lower-Income Households;

- (b) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease; and
- (c) Provide for:
 - (i) The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - (ii) The prompt written notification to any rejected applicant of the grounds for any rejection.

2.4 Security Deposits. Any security deposits collected by the Borrower or Borrower's agent shall be kept separate and apart from all other funds of the Property in a trust account with depository insured by the Federal Deposit Insurance Corporation, or other comparable federal deposit insurance program, and shall be held and disbursed in accordance with California law. The balance of such amount shall at all times equal or exceed the aggregate of all outstanding obligations under said account, plus accrued interest thereon.

2.5 Hazard and Liability Insurance. The Borrower shall at all times cause the Property to be insured against loss by fire, flood, if in a flood zone, and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as are reasonably acceptable to the Lender. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the Lender. Property insurance policies shall name the Lender as an additional insured, as approved by the Lender. The foregoing shall not limit the obligations of Borrower pursuant to the Deed of Trust.

2.6 Hold Harmless. The Borrower and its successors in interest agree to indemnify, defend, and hold harmless the Lender and its agents, employees, volunteers and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorney's fees) arising from or in connection with the Borrower's construction, management, maintenance or operation of the Project; provided, however, the Borrower's obligations to indemnify and hold harmless shall not apply in the event of the Lender's gross negligence or willful misconduct.

2.7 Annual Report. The Borrower shall file with the Lender an annual report, no later than 120 days following the end of each calendar year. The report shall contain a certification by the Borrower as to such information as the Lender may then require including, but not limited to, the following:

- (a) The substantial physical defects in the Property, including a description of any major repair or maintenance work undertaken or needed in the previous and current fiscal years. Such statement shall describe what steps the Borrower has taken in order to maintain the Property in a safe and sanitary condition in accordance with applicable housing and building codes.
- (b) The occupancy of the Property including:

- (1) the verified income of each current household; and
 - (2) the current rent charged each household and whether these rents include utilities.
- (c) A summary of the information received from the recertification of tenants' incomes.
- (d) Other information reasonably required by the Lender, including the fiscal condition of the Borrower showing a financial statement for the previous fiscal year that includes a balance sheet and a profit and loss statement indicating any surplus or deficit in operating accounts; a detailed, itemized listing of income and expenses; the amount of any fiscal reserves and the total amount of Residual Receipts received. Such financial statement shall be prepared in accordance with the requirements of the Lender. The Lender may require that the financial statement be audited at the Borrower's expense by an independent certified public accountant acceptable to the Lender or other person designated by the Lender.

2.8 Lender Review and Inspections.

- (a) Upon not less than 2 business days' notice to the Borrower, the Lender may at any time during the term of this Agreement, enter and inspect the physical premises and inspect all accounting records pertaining to the development or operation of the Project. Upon request by the Lender, the Borrower shall notify occupants of upcoming inspections of their units in accordance with state law.
- (b) The Lender may request any other information that it deems necessary to monitor compliance with requirements set forth in this Agreement. Such information shall be promptly provided by the Borrower.
- (c) Borrower shall preserve and make available its records related to receipt and use of Loan proceeds until the expiration of five years from the date of the final disbursement of Loan proceeds, or for such longer period, if any, as is required by law. Borrower shall preserve and make available its records related to occupancy and rent requirements until the expiration of five years from the end of the calendar year to which such records pertain, or for such longer period, if any, as is required by law. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

2.9 Restrictions on Sale, Encumbrance, and Other Acts.

- (a) The Borrower shall not make any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer in any form of the Project or

of any its interest therein, except with the prior written approval of the Lender.

- (b) In the event of a transfer to a wholly-controlled affiliate of MidPen Housing Corporation (“MidPen”), Lender approval rights shall be limited to adjusting terms of the Loan and transferee’s willingness to assume all obligations.
- (c) The unpaid principal balance of the Loan together with any unpaid interest due thereon shall be due and payable in full upon: 1) a refinancing, sale, transfer or other disposition of the Property or any portion thereof, unless such disposition of the Property has been first approved in writing by the Lender, as evidenced by the signature of the City Manager, and approved as to form by the Lender’s Attorney; or 2) the declaration by the Lender of a default as described and subject to the cure periods in Article 3 below.
- (d) The Borrower shall not permit the use of the Property for any purpose other than that permitted by this Agreement without the prior written approval of the Lender.
- (e) The Lender may approve a sale, transfer or conveyance provided that all of the following conditions are met:
 - (1) the Borrower is in compliance with the Regulatory Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of the Regulatory Agreement;
 - (2) the transferee agrees to assume all obligations of the Borrower pursuant to the Regulatory Agreement; and
 - (3) any transferee demonstrates to the Lender’s satisfaction that it has the management and financial capacity to own and operate the Property.

2.10 Assignment of Lender Rights. The Lender retains the right at its sole discretion to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of the Borrower’s duties and obligations hereunder. In addition, the Lender may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

2.11 Environmentally Impaired. In the event that any portion of the Property is determined to be “environmentally impaired” (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an “affected parcel” (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Lender’s or the trustee’s rights and remedies under the Deed of Trust, the Lender may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2)

exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Borrower to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Lender's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Lender in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the Lender upon its demand made at any time following the conclusion of such action.

ARTICLE 3 DEFAULTS AND REMEDIES

3.1 Event of Default.

Each of the following shall constitute a "Default" and "Event of Default" by Borrower under this Agreement:

(a) Failure to Complete Scope of Work. Failure of Borrower to complete the Project by the date provided in Exhibit C "Scope of Work."

(b) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) days of receipt of written notice from the Lender that such payment is due pursuant to the Loan Documents.

(c) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the Lender to the Borrower or, if the breach cannot be cured within thirty (30) days, the Borrower shall not be in breach so long as Borrower is diligently undertaking to cure such breach and such breach is cured within ninety (90) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 3, the specific provisions shall control.

- i. Upon the occurrence of an event of default, Lender shall provide to Borrower and Borrower's limited partner written notice of said occurrence, and Borrower and its limited partner shall have thirty (30) days to cure. If, after the time provided in this subparagraph (b), Borrower or its limited partner has not cured the default, or Lender has not waived

its rights under the Note, the entire unpaid balance, together with all other sums then payable under this Note, shall, at the option of Lender, become immediately due and payable upon written notice by Lender to Borrower without further demand. Notice to Borrower and Borrower's limited partner shall be at the addresses specified in the Deed of Trust. Notwithstanding anything to the contrary contained herein, or in any of the Loan Documents, the limited partner of Borrower shall have the right, but not the obligation, to cure the defaults of the Borrower.

(d) Default Under Other Loans. Failure to make any payment or perform any of Borrower's covenants, agreements, or obligations under the documents evidencing and securing the other loans to Borrower in connection with the Project, if any, following expiration of all applicable notice and cure periods.

(e) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Borrower, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the Lender, the indebtedness evidenced by the Note.

(f) Assignment; Attachment. Borrower shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by Lender, the indebtedness evidenced by the Note.

(g) Suspension; Termination. Borrower shall have voluntarily suspended its business.

(h) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property.

(i) Unauthorized Transfer. Any transfer other than as permitted by Section 2.9.

(j) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or

report submitted to the Lender in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made.

3.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the Lender or automatically where so specified, relieve the Lender of any obligation to make or continue the Loan and shall give the Lender the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The Lender shall have the right to cause all indebtedness of the Borrower to the Lender under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Lender may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Lender as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Lender Deed of Trust. The Borrower shall be liable to pay the Lender on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the Lender in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The Lender shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The Lender shall have the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. The Borrower agrees to reimburse the Lender for any funds advanced by the Lender to cure a monetary default by Borrower upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement.

3.3 Right of Contest.

Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Lender or the rights of the Lender hereunder.

3.4 Remedies Cumulative. No right, power, or remedy given to the Lender by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Lender by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the

failure nor any delay on the part of the Lender to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy. Any material breach by the Borrower of any representation, warranty or covenant hereunder, which is not cured within thirty days (30) after notice thereof given by the Lender or, where cure is not possible within thirty (30) days, whose cure is not commenced within thirty days and diligently prosecuted to completion shall constitute an Event of Default.

3.5 Lender's Remedies. Upon the happening of an Event of Default, the Lender may pursue any remedy allowed at law or in equity, including but not limited to, accelerating payment under the Note or applying to any State court for specific performance of this Agreement and the Regulatory Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

4.1 Conflict of Interest. No employee, agent, consultant, officer, elected or appointed official or member of the Lender has or may obtain a personal or financial interest in or benefit from the Borrower or the Project or in any contract or subcontract or agreement, or the proceeds thereof, relating to the Project or the Property itself, either for themselves or for those with whom they have family or business ties, during their tenure with Lender or one year thereafter.

4.2 Nondiscrimination. All of the units (excluding the manager unit) shall be available for occupancy on a continuous basis to members of the general public who are eligible households and income eligible. The Borrower shall not give preference to any particular class or group of persons in renting the units, or any part of the Property, except to the extent that the units are required to be leased to Low-Income Households. The Borrower shall not discriminate against any prospective tenant in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Project on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. The Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

4.3 Hold Harmless.

- (a) The Borrower hereby agrees to, and shall, hold Lender, its elective and appointive boards, council members, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Borrower's operations under this Agreement, whether such operations be by the Borrower or subcontractor, or by any one of more persons directly or indirectly employed by, or acting as agent for, the Borrower or any subcontractor. The Borrower agrees to, and shall, hold the Lender, its elective and appointive boards, council members, officers, agents and employees harmless from any suits or actions at law or in

equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations.

- (b) The Borrower agrees to provide all costs of any necessary legal defense and all attorneys' fees incurred in defending any claim, whether or not actually filed in any court.

4.4 Amendment. This Agreement may be amended only by a written instrument signed by authorized representatives of the Lender and the Borrower. The City Manager or his/her designee shall be authorized to act on behalf of the Lender.

4.5 Notice. Any notice required or authorized under this Agreement shall be effective if, and only if, in writing and if, and only if, mailed, postage prepaid, by registered or certified mail, to the party in question at the address shown below:

Lender: City of Sunnyvale
Housing Officer
P. O. Box 3707
Sunnyvale, CA 94088-3707

With a copy to: City of Sunnyvale
City Attorney
P. O. Box 3707
Sunnyvale, CA 94088-3707

Borrower: MP Morse Court Associates, a California limited partnership
c/o Mid-Peninsula Monte Vista Terrace Corporation
303 Vintage Park Drive, Suite 250
Foster City, CA 94404

Attn: Matthew O. Franklin

With a copy to Trustor's investor limited partner:

Mid-Peninsula San Ramon Corporation
303 Vintage Park Drive, Suite 250
Foster City, CA 94404

4.6 No Waiver. No failure to enforce or delay in enforcing or exercising any right or remedy available under this Agreement shall impair the exercise of such right or remedy or the exercise of a similar right or remedy on a subsequent occasion.

4.7 Severability. Should any provision of this Agreement be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in force to the maximum extent possible.

4.8 Titles and Headings. The titles and headings in this Agreement are for convenience only and shall not be construed to affect the meaning or construction of any provision of this Agreement.

4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.10 Attorneys' Fees. The prevailing party shall be entitled to receive the amount of its legal expenses, including reasonable attorneys' fees, expert legal fees and other legal costs and expenses, in the event of any legal action brought under or to enforce the provisions of this Agreement.

4.11 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.

4.12 No Pledging of Lender's Credit. Under no circumstances shall the Borrower have the authority or power to pledge the credit of Lender or incur any obligation in the name of Lender. Borrower shall save and hold harmless Lender, its City Council, its officers, employees, and boards and commissions for expenses arising out of this Agreement.

4.13 Venue. In the event that suit shall be brought by any Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

4.14 Judicial Reference. It is the desire and intention of the parties to agree upon a mechanism and procedure under which any claim, controversy, breach or dispute arising out of this Agreement, including, without limitation, the interpretation of any term or provision of this Agreement, or any claim, controversy, breach or dispute arising out of the work, services or obligations performed under a this Agreement, including, without limitation, the design, specifications, surveying, planning, supervision, testing, or observation of construction or construction of an improvement to, or survey of, the Project, (individually, referred to as a "Dispute", and collectively referred to as "Disputes") will be resolved in a prompt and expeditious manner. Accordingly, all or any such Disputes, whether seeking damages or equitable relief, shall be subject to the procedures set forth in this section. Any unresolved Disputes shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure, Sections 638-645.1, inclusive, and as set forth in this section:

4.14.1 Procedure for Appointment. The venue of any proceeding brought under this section shall be in Santa Clara County, California (unless changed by order of the referee). The party seeking to resolve the Disputes shall file in court and serve on the other party a complaint describing the matters in dispute. Service of the complaint shall be as prescribed by law. At any time after service of the complaint, any party may request the designation of a referee to try the dispute. Thereafter the parties shall use their best efforts to agree upon the selection of a referee. If the parties are unable to agree upon a referee within ten (10) days after a written request

to do so by any party, then any party may petition the presiding judge of the superior court in which the action is filed or the superior court judge to whom the matter has been assigned (the "Judge") to appoint a referee. For the guidance of the Judge making the appointment of the referee, the parties agree that the person so appointed shall be a retired judge or a lawyer experienced in the subject matter of the dispute.

- 4.14.2 Appointment of Proposed Referee as Judge Pro Tem. In recognition that (1) there is no action pending as of the date of this Agreement in which the parties thereto can stipulate to the appointment of a temporary judge, (2) there is no statute authorizing such a stipulation in advance of the filing of an action in the superior court, and (3) the appointment of a referee as a temporary judge ("judge pro tem") under Article VI, Section 21 of the California Constitution and California Rules of Court Rule 244, would be preferable to a general reference, the parties hereby covenant that in the event of the filing of an action in the superior court to resolve all or any disputes, the parties thereto shall use their best efforts to stipulate that the proposed referee be appointed as a temporary judge under Article VI, Section 21 of the California Constitution.
- 4.14.3 Decision and Jurisdiction of Referee. The referee or judge pro tem shall decide all issues of fact and law submitted by the parties for decision in the same manner as required for a trial by court, including all law and motion matters, ex parte matters and discovery disputes. The referee or judge pro tem shall try and decide any or all Disputes according to all of the substantive, evidentiary and procedural law of the State of California. When the referee or judge pro tem has decided the Disputes, the referee or judge pro tem shall prepare a statement of decision and judgment. The judgment entered by the Superior Court shall be appealable in the same manner as any other judgment.
- 4.14.4 Discovery. Discovery shall be allowed and conducted under the supervision of the referee or judge pro tem pursuant to the provisions of the California Code of Civil Procedure and the California Rules of Court.
- 4.14.5 Cooperation. The parties shall diligently cooperate with one another and the person appointed as referee or judge pro tem to resolve each and every Dispute and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of all such Disputes. If either party refuses to diligently cooperate, and the other party, after first giving notice of its intent to rely on the provisions of this subparagraph, incurs additional expenses or attorneys' fees solely as a result of such failure to diligently cooperate, the referee or temporary judge may award such additional expenses and attorneys' fees to the party giving such notice, even if such party is not the prevailing party in the dispute.
- 4.14.6 Allocation of Costs. The cost of the reference shall be borne equally by Borrower and Lender.
- 4.14.7 Special Disclosure. Notice: By signing this Agreement, Lender and Borrower agree to have all and any Disputes decided by judicial reference in accordance

with California Code of Civil Procedure, Sections 638-645.1, and Lender and Borrower are giving up any rights Lender and Borrower might possess to have the Dispute litigated by a jury trial. If Lender or Borrower refuses to submit to judicial reference after agreeing to this provision, such party may be compelled to submit to judicial reference. The parties' agreement to this judicial reference provision is voluntary.

IN WITNESS WHEREOF, the Lender and the Borrower have executed this Agreement as of the date first set forth above.

LENDER:

City of Sunnyvale, a
municipal corporation

By: Deanna Santana
Its: City Manager

BORROWER:

MP Morse Court Associates,
a California limited partnership

By: Mid-Peninsula Coalition
Monte Vista Terrace Corporation
Its: General Partner

By: Matthew O. Franklin
Its: Assistant Secretary

APPROVED AS TO FORM:

By: Robert Boco
Senior Assistant City Attorney

“A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)
COUNTY OF)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description

The land referred to is situated in the County of Santa Clara, City of Sunnyvale, State of California, and is described as follows:

Parcel 2, as shown on that certain map entitled, "PARCEL MAP LANDS OF CITY OF SUNNYVALE AND CHUNG WU KUAN ET AL BEING A PORTION OF LOT 7 L.L. MORSE SUBDIVISION, CITY OF SUNNYVALE, SANTA CLARA COUNTY, CALIFORNIA", filed in the office of the Recorder of the County of Santa Clara, State of California on May 8, 1980 in Book 463 of Maps at Pages 10 and 11.

Assessor's Parcel No. 204-06-046

Situs Address: 825 Morse Avenue, Sunnyvale, CA 94085

EXHIBIT B**Project Budget****USES**

Hard Costs	
Exterior	\$342,000
Interior	\$376,900
Site Work	\$175,000
General Contractor Overhead (14%)	\$125,146
10% Contingency	\$101,905
Total Hard Costs	\$1,120,951
Soft Costs	
Design/Engineering	\$50,000
Construction/Project Management	\$117,257
Permits	\$10,000
Legal Expenses, Title Costs	\$6,000
Furniture Movers (as needed)	\$28,792
Total Soft Costs	\$212,049
TOTAL PROJECT COSTS	\$1,333,000

SOURCES

City of Sunnyvale Housing Mitigation Loan	\$1,000,000
Morse Court Property Replacement Reserve / MidPen Loan	\$333,333
TOTAL SOURCES	\$1,333,333

** Developer is required to and has committed to providing matching funds equal to 25% of the total project cost as a condition of the City Loan approval.*

Any change to this budget that would modify one or more of the above line items by 10% or more shall require prior written approval of the Community Development Director or his/her designee.

EXHIBIT C**Scope of Work and Cost Estimates**

Work Item	Description	Cost
Exterior		
Roofs	Replace flat roofs	\$ 75,000
Railings, balcony decks, siding	Recoat decks, remove T-111 siding & replace w/Hardie siding	\$ 100,000
Windows	Replace single-paned windows w/double-paned	\$ 159,000
Doors	Add security screen doors where needed	\$ 8,000
Interiors		
Kitchen cabinets	Include countertops, sink and plumbing	\$ 128,000
Bathroom vanities	Include plumbing	\$ 15,200
Blinds	Replace after replacing windows (allowance)	\$ 20,000
Water heaters	Replace 3 of 5	\$ 24,000
Bathroom fans	Replace with green alternative motion sensor fans	\$ 43,200
Vinyl flooring	Bathrooms and kitchens	\$ 18,000
Lighting	New fluorescent energy efficient fixtures in all rooms	\$ 36,000
Unit gas furnaces	Replace any failing combustion testing or other	\$ 30,000
Ceiling fans	Add where possible in bedrooms & living rooms	\$ 50,000
Laundry room	Replace flooring, miscellaneous upgrades (allowance)	\$ 10,000
Management office	Upgrade HVAC (allowance)	\$ 2,500
Site Work		
Mailboxes	Replace with parcel boxes (allowance)	\$ 5,000
Storm drainage improvements	Address ponding near office (allowance)	\$ 5,000
Walkways	Add walkways near patio doors (allowance)	\$ 10,000
Landscaping	Retrofit irrigation, remove grass; planting to remain (allowance)	\$ 65,000
Playground	Remove play structure; replace with seating/picnic area	\$ 30,000
Site lighting	Carport lights, install more wall mounted lights (allowance)	\$ 25,000
Signage	Unit signs and building signs (allowance)	\$ 25,000
Fencing	Replace segment acting as retaining wall if possible (allowance)	\$ 10,000
Hard Costs Subtotal		\$ 893,900
14% GC Overhead		\$ 125,146
Total Construction Contract		\$ 1,019,046
10% Contingency		\$ 101,905
Total Hard Costs		\$ 1,120,951

Soft Costs	
Architecture, engineering, waterproofing consultant	\$ 50,000
Permits	\$ 10,000
Legal expenses, title, closing costs	\$ 6,000
6% Construction management	\$ 67,257
Project Management	\$ 50,000
Movers (for resident furnishings during construction)	\$ 28,792
Grand Total: Hard & Soft Costs	\$ 1,333,000

Scope of Work Timeline:

All work items included in the above Scope of Work table shall be completed, as evidenced by a certificate of occupancy and notice of completion, within twelve months of loan closing.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Sunnyvale
Housing Division
P.O. Box 3707
Sunnyvale, CA 94088-3707
Attn: Housing Officer

No fee for recording pursuant to
Government Code Section 27383

APN: 204-06-046

**CITY OF SUNNYVALE HOUSING MITIGATION FUND
REGULATORY AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS
(Morse Court Apartments Rehabilitation)**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of this _____ day of _____ 2015, by and between the City of Sunnyvale, a municipal corporation (the "City") and MP Morse Court Associates, a California limited partnership (the "Borrower").

RECITALS

A. The City and the Borrower have entered into a City Housing Mitigation Fund Loan Agreement pursuant to which the City will provide a loan (the "Loan") to the Borrower to rehabilitate five (5) buildings with a total of 35 apartment units (the "Project"), at that certain real property known as Morse Court, an affordable apartment project for Extremely Low, Very Low, and Low-Income households whose annual gross incomes range from 30% to 60% of Area Median Income (AMI) for Santa Clara County, (collectively "Lower-Income households") owned by Borrower and located in the City of Sunnyvale, California as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Loan Agreement (as defined below).

B. The Loan is provided by the City with funds from the City's Housing Mitigation Fund.

C. The City has agreed to make the Loan to the Borrower on the condition that the Property be maintained and operated in accordance with restrictions concerning affordability, operation, and maintenance, as specified in this Agreement and the Loan Agreement.

D. As a condition of providing the Loan, the City requires the Borrower to execute this Agreement which will regulate thirty-four (34) residential units of the Property as "Assisted Units", in accordance with the schedule of units in Exhibit B attached hereto and incorporated

herein, to ensure that the units are occupied by and affordable to Lower-Income Households for the term of this Agreement. These units will be monitored by the City for compliance with City Housing Mitigation Fund program requirements.

NOW THEREFORE, in consideration of the recitals, hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Borrower hereby agree as follows.

ARTICLE 1 **DEFINITIONS**

1.1 Definitions

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household as calculated in accordance with 24 CFR 92.203(b)(1), which incorporates 24 CFR 5.609.

(b) "Agreement" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.

(c) "Borrower" shall mean MP Morse Court Associates, A California Limited Partnership, a California limited partnership and its successors and assigns to the Project.

(d) "City" shall mean the City of Sunnyvale, a municipal corporation.

(e) "City Assisted Units" shall mean a dwelling unit within the Project, the rehabilitation of which was assisted with funds provided by this Loan.

(f) "Deed of Trust" shall mean the deed of trust to the City on the Property which secures repayment of the Loan and the performance of the Loan Agreement and this Agreement.

(g) "Extremely Low-Income Household" shall mean a household with an Adjusted Income that does not exceed the qualifying limits for extremely low-income households in Santa Clara County, as published by the State of California Department of Housing and Community Development.

(h) "Household Size" shall mean the actual number of persons in the applicable household.

(i) "Loan" shall mean all funds loaned to the Borrower by the City pursuant to the Loan Agreement.

(j) "Loan Agreement" shall mean the City Housing Mitigation Fund Loan Agreement entered into by and between the City and the Borrower, dated concurrently herewith.

(k) "Low Income Household" shall mean a household whose Adjusted Income is 60 percent or less of the area median income as determined by HUD.

(l) "Low Income Rent" shall mean the maximum allowable rent for a Low Income household pursuant to Section 2.2(a) below.

(m) "Median Income" shall mean the median gross yearly household income, adjusted for household size, in the County of Santa Clara, California, as published from time to time by the United States Department of Housing and Urban Development ("HUD") and the State of California. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD and the State.

(n) "Note" shall mean the promissory note from the Borrower to the City evidencing all or any part of the Loan.

(o) "Project" shall have the meaning set forth in Recital A above.

(p) "Property" shall mean the real property described in Exhibit A attached hereto and incorporated herein.

(q) "Rent" shall mean the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Borrower which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Borrower, and paid by the Tenant.

(r) "Tenant" shall mean a household occupying a Unit.

(s) "Term" shall mean the term of this Agreement, which shall commence on the date of this Agreement and shall continue until the fortieth (40th) anniversary date of this Agreement, or a specified later date in the event the City and Borrower agree to extend such term.

(t) "Unit" for leasing and management purposes shall mean one of the 35 apartments in the Property, excluding a manager's unit, which pursuant to Section 2.1(a) below, are required to be occupied by, or if vacant available for occupancy by, Lower-Income Households.

(u) "Very-Low Income Household" shall mean a household with an Adjusted Income that does not exceed the qualifying limits for very-low income households, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937,

and as published by the State of California Department of Housing and Community Development.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) City Assisted Units. All of the City Assisted Units shall be rented to and occupied by or, if vacant, available for occupancy by Lower-Income Households in accordance with Exhibit B.

2.2 Allowable Rent

(a) Low Income Rent. Rents (including utility allowance) charged to Tenants of City Assisted Units shall not exceed (1) one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, assumed for Household Size.

(b) Extremely-Low Income Rent. Rents (including utility allowance) charged to Tenants of City Assisted Units shall not exceed (1) one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, assumed for Household Size.

(c) Very Low Income Rent. Rents (including utility allowance) charged to Tenants of City Assisted Units shall not exceed (1) one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, assumed for Household Size.

(d) City Approval of Rents. All rent increases for City Assisted Units shall be subject to City approval. The City shall provide the Borrower with a schedule of maximum permissible rents for the City Assisted Units annually based on the formulas described in (a - c) above.

(e) Housing Assistance Payment Contracts. In the event that some or all of the Assisted Units are subject to a valid Housing Assistance Payment ("HAP") contract with HUD and/or the Santa Clara County Housing Authority, the allowable Rent may be determined by the parties to the HAP contract and may exceed the allowable Rent set forth above provided that Tenant's portion of the rent does not exceed the applicable rent limit for the unit. Borrower shall provide notice to City that a HAP contract has been executed, and such notice shall identify which units will be subject to the HAP contract, and the term of HAP contract applicable to each unit. Executed HAP contract(s) shall be made available for City inspection upon request. Under applicable federal law, prior to the expiration of any HAP assistance, Borrower shall notify Tenant that their Rent may be increased to the applicable allowable Rent limit specified herein.

ARTICLE 3 INCOME CERTIFICATION AND REPORTING

3.1 Income Certification.

The Borrower will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Units. The Borrower shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a pay stub for the most recent pay period; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of Tenant income certifications shall be available to the City upon request.

3.2 Annual Report to the City.

The Borrower shall submit to the City (a) not later than the ninetieth (90th) day after the close of each fiscal year, or such other date as may be requested by the City, a statistical report, including income and rent data for the Assisted Units, setting forth the information called for therein.

3.3 Additional Information.

The Borrower shall provide any additional information reasonably requested by the City to the City. The City shall have the right to examine and make copies of all books, records or other documents of the Borrower which pertain to the Project.

3.4 Records.

The Borrower shall maintain complete, accurate and current records pertaining to the Project, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income of Tenants. All Tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

3.5 On-site Inspection.

The City shall each have the right to perform an on-site inspection of the Project at least one time per year with adequate notice to Borrower, a minimum of thirty (30) days. The Borrower agrees to cooperate in such inspection.

ARTICLE 4 OPERATION OF THE PROJECT

4.1 Use of the Project.

The Property shall be operated as affordable rental housing consisting of thirty-five (35) Units, including one Unit for an on-site property manager, and the remainder occupied by Tenants.

4.2 Compliance with Loan Agreement.

Borrower shall comply with all the terms and provisions of the Loan Agreement, and the Deed of Trust for the Project.

4.3 Taxes and Assessments.

Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any line or charge from attaching to the Property; provided, however, that Borrower shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities.

The Borrower is responsible for all management functions with respect to the Project, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Project. The Borrower shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder, unless the City approves self-management by the Borrower. A resident manager shall also be required. The City hereby approves MidPen Management Corporation as the Management Agent.

(a) Accounting Records. In a manner subject to City approval, the Borrower shall maintain, on an accrual or modified accrual basis, a general ledger accounting system that is posted monthly and that accurately and fully shows all assets, liabilities, income and expenses of the Project. All records and books relating to this system shall be kept for a period of at least seven years and in such a manner as to ensure that the records are reasonably protected from destruction or tampering. All records shall be subject to City inspection and audit.

(b) Use of Income from Operations. The Borrower, or its management agent, shall promptly deposit all operating income in a segregated account established exclusively for the Project with an FDIC or other comparable federally-insured financial institution.

5.2 Management Agent; Periodic Reports.

Unless the City approves self-management by the Borrower, the Project shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Borrower shall submit for the City's approval the identity of any proposed Management Agent other than MidPen Management Corporation. The Borrower shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Borrower in writing. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Performance Review.

The City reserves the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Project. The purpose of each periodic review will be to enable the City to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement. The Borrower shall cooperate with the City in such reviews.

5.4 Replacement of Management Agent.

If, as a result of a periodic review, the City determines in its reasonable judgment that the Project is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the City shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, or, if the Project is being self-managed, to cause the Borrower to retain a Management Agent, including the reasons therefor. Within fifteen (15) days of receipt by Borrower of such written notice, City staff, as applicable, and the Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Project, including, without limitation, replacement of the Management Agent.

If, after such meeting, City staff, as applicable, recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then Management Agent, or cease self-management if the Project is self-managed and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Section 5.2 above and approved by the City pursuant to Section 5.2 above.

Any contract for the operation or management of the Project entered into by Borrower shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent or to appoint a Management Agent instead of self-management in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 6.8.

5.5 Approval of Management Policies.

The Borrower shall submit its written management policies with respect to the Project to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance.

The Borrower agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, City, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. The Borrower shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

ARTICLE 6 MISCELLANEOUS

6.1 Lease Provisions.

The Borrower shall use a form of Tenant lease approved by the City for Assisted Units. The form of Tenant lease shall also comply with all requirements of this Agreement and shall include the following provisions for the Assisted Units:

(a) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (1) to provide any information required under this Agreement or reasonably requested by the Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's, for occupancy in the Project in accordance with the standards set forth in this Agreement, or (2) to qualify as a Lower-Income Household, as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification; and

(b) be for an initial term of not less than one (1) year, and provide for no Rent increase during such year. After the initial year of tenancy, such lease may be month to month by mutual agreement of the Borrower and the Tenant; however the Rent may not be raised more often than once a year. The Borrower will provide each Tenant at least sixty (60) days' written notice of any increase in Rent applicable to such Tenant, and with such further notice as may be required by Section 2.2 above.

(c) provide that any termination of a lease or refusal by the Borrower to renew a lease, with the exception of evictions or non-renewals for non-payment of rent, must be preceded by no less than thirty (30) days written notice to the Tenant by the Borrower specifying the grounds for the action.

6.2 Nondiscrimination.

Except as specified herein, all of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Borrower shall

not give preference to any particular class or group of persons in renting or selling the Units, or any part of the Project except to the extent that the Units are required to be leased to Low Income Households. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age, ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit or in the use or enjoyment of the Project, nor shall the Borrower or any person claiming under or through the Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or any part of the Project or in connection with the employment of persons for the rehabilitation, operation and management of any Project.

6.3 Section 8 Certificate Holders.

The Borrower will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Borrower shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Borrower apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Units by such prospective Tenants.

6.4 Term.

The provisions of this Agreement shall apply to the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This Agreement shall bind any successor, heir or assign of the Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. The City makes the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5 Compliance with Loan Agreements and Program Requirements.

Borrower's actions with respect to the Project and the use of funds provided herein shall at all times be in full conformity with all requirements of the Loan Agreement.

6.6 Notice of Expiration of Term.

At least six (6) months prior to the expiration of the Term the Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants in City Assisted Units containing (a) the anticipated date of the expiration of the Term, (b) any anticipated Rent increase upon the expiration of the Term, (c) a statement that a copy of such notice will be sent to the City, and (d) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Borrower shall also file a copy of the above-described notice with the Housing Officer of the City.

6.7 Covenants to Run With the Land.

The City and the Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement

said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.8 Enforcement by the City.

If the Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified the Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the Loan. The City may declare a default under the Note, accelerate the indebtedness evidenced by the Note, including outstanding principal and interest, and demand immediate repayment thereof. Upon failure to repay such accelerated amount in full, the City may proceed with a foreclosure in accordance with the provisions of the Deed of Trust and State law regarding foreclosures.

(b) Collect Rents. Collect all rents and income in connection with the operation of the Project and use the same and the reserve funds for the operation and maintenance of the Project.

(c) Excess Rents. In the event that the breach or violation involves the rents to tenants or other charges in excess of those permitted under this Agreement, the City may demand, and seek as an additional remedy, the return of such excess rents or other charge to the affected households.

(d) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Borrower's performance of its obligations under this Agreement, and/or for damages, or for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement or for such other relief as may be appropriate.

(e) Remedies Provided Under Loan Agreement. The City may exercise any other remedy provided under the Loan Agreement.

(f) Remedies Cumulative. The remedies of the City hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the City of any one or more of its other remedies.

6.9 Attorneys Fees and Costs.

In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be

interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.10 Recording and Filing.

The City and the Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Santa Clara.

6.11 Governing Law.

This Agreement shall be governed by the laws of the State of California.

6.12 Waiver of Requirements.

Any of the requirements of this Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

6.13 Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Santa Clara.

6.14 Notices.

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Borrower: MP Morse Court Associates, a California limited partnership
303 Vintage Park Drive, Suite 250
Foster City, CA 94404
Attn: General Partner

City: City of Sunnyvale
P.O. Box 3707
Sunnyvale, CA 94088-3707
Attention: Housing Officer

With a copy to Trustor's investor limited partner:

Mid-Peninsula San Ramon Corporation
303 Vintage Park Drive, Suite 250
Foster City, CA 94404

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.15 Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

6.16 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.17. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement.

6.18. Assignment of City's Rights. The City retains the right, at its sole discretion, to assign all or part of its rights under this Agreement for the purpose of ensuring compliance and enforcement of the Borrower's duties and obligations hereunder. In addition, the City may designate an agent to act on its behalf in monitoring compliance and enforcing the provisions hereof.

6.19. Binding on Successors. This Agreement shall bind, and benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in interest, and assigns, provided, however, that the Borrower may not assign this Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior written approval of the City.

6.20. Hold Harmless. Absent the gross negligence or willful misconduct of the City, the Borrower and its successors in interest agree to indemnify, defend, and hold harmless the City and its respective agents, employees and officers from any and all claims, losses, liabilities or causes of action (including reasonable attorneys' fees) arising from or in connection with the Borrower's rehabilitation, management, maintenance or operation of the Project.

6.21. Restrictions on Sale, Encumbrance, and Other Acts.

(a) Except for leases to tenants in the ordinary course of business, the Borrower shall not make, or allow, any sale, encumbrance, hypothecation, assignment, pledge, conveyance, or transfer in any form of the Project or of any of its interest therein, except with the prior written approval of the City.

(b) The City may approve a sale, transfer or conveyance provided that all of the following conditions are met:

(1) the Borrower is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of the Agreement;

(2) the successor-in-interest to the Borrower agrees to assume all obligations of the Borrower pursuant to this Agreement;

(3) any terms of the sale, transfer or conveyance shall not threaten the City's security or repayment of the Loan; and

(4) any successor-in-interest demonstrates to the City's satisfaction that it has the management and financial capacity to own and operate the Project.

6.22 Judicial Reference. It is the desire and intention of the parties to agree upon a mechanism and procedure under which any claim, controversy, breach or dispute arising out of this Agreement, including, without limitation, the interpretation of any term or provision of this Agreement, or any claim, controversy, breach or dispute arising out of the work, services or obligations performed under a this Agreement, including, without limitation, the design, specifications, surveying, planning, supervision, testing, or observation of construction or construction of an improvement to, or survey of, the Project, (individually, referred to as a "Dispute", and collectively referred to as "Disputes") will be resolved in a prompt and expeditious manner. Accordingly, all or any such Disputes, whether seeking damages or equitable relief, shall be subject to the procedures set forth in this section. Any unresolved Disputes shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure, Sections 638-645.1, inclusive, and as set forth in this section:

6.22.1 Procedure for Appointment. The venue of any proceeding brought under this section shall be in Santa Clara County, California (unless changed by order of the referee). The party seeking to resolve the Disputes shall file in court and serve on the other party a complaint describing the matters in dispute. Service of the complaint shall be as prescribed by law. At any time after service of the complaint, any party may request the designation of a referee to try the dispute. Thereafter the parties shall use their best efforts to agree upon the selection of a referee. If the parties are unable to agree upon a referee within ten (10) days after a written request to do so by any party, then any party may petition the presiding judge of the superior court in which the action is filed or the superior court judge to whom the matter has been assigned (the "Judge") to appoint a referee. For the guidance of the Judge making the appointment of the referee, the parties agree that the person so appointed shall be a retired judge or a lawyer experienced in the subject matter of the dispute.

6.22.2 Appointment of Proposed Referee as Judge Pro Tem. In recognition that (1) there is no action pending as of the date of this Agreement in which the parties thereto can stipulate to the appointment of a temporary judge, (2) there is no statute authorizing such a stipulation in advance of the filing of an action in the superior court, and (3) the appointment of a referee as a temporary judge ("judge pro tem") under Article VI, Section 21 of the California Constitution and California Rules of Court Rule 244, would be preferable to a general reference, the parties hereby covenant that in the event of the filing of an action in the superior court to resolve all or any disputes, the parties thereto shall use their best efforts to stipulate that the proposed referee be appointed as a temporary judge under Article VI, Section 21 of the California Constitution.

- 6.22.3 Decision and Jurisdiction of Referee. The referee or judge pro tem shall decide all issues of fact and law submitted by the parties for decision in the same manner as required for a trial by court, including all law and motion matters, ex parte matters and discovery disputes. The referee or judge pro tem shall try and decide any or all Disputes according to all of the substantive, evidentiary and procedural law of the State of California. When the referee or judge pro tem has decided the Disputes, the referee or judge pro tem shall prepare a statement of decision and judgment. The judgment entered by the Superior Court shall be appealable in the same manner as any other judgment.
- 6.22.4 Discovery. Discovery shall be allowed and conducted under the supervision of the referee or judge pro tem pursuant to the provisions of the California Code of Civil Procedure and the California Rules of Court.
- 6.22.5 Cooperation. The parties shall diligently cooperate with one another and the person appointed as referee or judge pro tem to resolve each and every Dispute and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of all such Disputes. If either party refuses to diligently cooperate, and the other party, after first giving notice of its intent to rely on the provisions of this subparagraph, incurs additional expenses or attorneys' fees solely as a result of such failure to diligently cooperate, the referee or temporary judge may award such additional expenses and attorneys' fees to the party giving such notice, even if such party is not the prevailing party in the dispute.
- 6.22.6 Allocation of Costs. The cost of the reference shall be borne equally by City and Borrower.
- 6.22.7 Special Disclosure. Notice: By signing this Agreement, Borrower and City agree to have all and any Disputes decided by judicial reference in accordance with California Code of Civil Procedure, Sections 638-645.1, and Borrower and City are giving up any rights Borrower and City might possess to have the Dispute litigated by a jury trial. If Borrower or City refuses to submit to judicial reference after agreeing to this provision, such party may be compelled to submit to judicial reference. The parties' agreement to this judicial reference provision is voluntary.

IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement by duly authorized representatives, all on the date first written above.

MP MORSE COURT ASSOCIATES
a California limited partnership

By: Mid-Peninsula Coalition Monte Vista
Terrace Corporation

Its: General Partner

By: Matthew O. Franklin
Its: Assistant Secretary

CITY:

CITY OF SUNNYVALE, a municipal
corporation

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____

Its: City Manager

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT A

Legal Description

The land referred to is situated in the County of Santa Clara, City of Sunnyvale, State of California, and is described as follows:

Parcel 2, as shown on that certain map entitled, "PARCEL MAP LANDS OF CITY OF SUNNYVALE AND CHUNG WU KUAN ET AL BEING A PORTION OF LOT 7 L.L. MORSE SUBDIVISION, CITY OF SUNNYVALE, SANTA CLARA COUNTY, CALIFORNIA", filed in the office of the Recorder of the County of Santa Clara, State of California on May 8, 1980 in Book 463 of Maps at Pages 10 and 11.

Assessor's Parcel No. 204-06-046

EXHIBIT B**Schedule of Assisted Units**

Affordability Level	Number of Units Required	Unit Sizes	Income Limit
Extremely Low Income (ELI)	7	Seven 1-Bedrooms	30% AMI
Very Low Income (VLI)	7	Seven 2-Bedrooms	50% AMI
Low Income (LI)	20	Nine 1-Bedrooms Eight 2-Bedrooms Three 3-Bedrooms	60% AMI
Total	34		

Any changes to the above schedule shall require prior written approval of the City.

Rent Limits

Unit Size	ELI	VLI	LI
1-Bedroom	\$639	n/a	\$1,116
2-Bedroom	n/a	\$1,196	\$1,276
3-Bedroom	n/a	n/a	\$1,435

Based on 2015 HCD State Income Limits for Santa Clara County. Rent limits adjusted annually following release of new State limits. Rent limits include provision of utilities or a utility allowance by Landlord as defined in Section 1.1 above.

Income Limits

Household Size	1	2	3	4	5
ELI	\$22,350	\$25,550	\$28,750	\$31,900	\$34,500
VLI	\$37,250	\$42,550	\$47,850	\$53,150	\$57,450
LI	\$44,640	\$51,030	\$57,390	\$63,780	\$68,880

Based on 2015 HCD State Income Limits for Santa Clara County; to be adjusted annually following release of new State income limits.



City of Sunnyvale

Agenda Item

15-0868

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

Award of Contract for Seven Police Interceptor Utility Vehicles for Patrol Use (F16-17)

REPORT IN BRIEF

Approval is requested to award a contract to Serramonte Ford of Colma in the amount of \$205,599 (\$189,061 plus sales tax in the amount of \$16,538), for seven police Interceptor utility vehicles to be used by the Department of Public Safety.

ENVIRONMENTAL REVIEW

N/A

BACKGROUND AND DISCUSSION

The City currently utilizes 29 police sedans and compact utility vehicles for patrol use. In 2012, the City switched from the Ford Crown Victoria model which was discontinued, to a mixture of Ford Interceptor sedans and Ford Interceptor utility vehicles. Experience with the sedan interceptor version has shown that these units lack sufficient space both in the front seat and rear trunk area for adequate day to day operations due to the amount of equipment required in a regular patrol unit. Sunnyvale Public Safety Officers carry both police and fire gear in the patrol vehicles so that they can respond to either type of incident. When fully loaded with equipment and two officers, the gross vehicle weight limit for the sedan is at capacity and the tire payload is exceeded by several hundred pounds. Conversely, the Interceptor utility vehicle when fully loaded is approximately 100 pounds under the gross vehicle weight capacity and the tire payload is not exceeded. For these reasons the City has shifted to the Ford Interceptor utility vehicle model for basic patrol use.

The economical operation of the City's fleet requires that vehicles and equipment be replaced before operating costs become excessive, in accordance with annual replacement schedules. In FY 2015/16, seven Interceptor sedans are up for replacement. The vehicles have accumulated between 110,000 to 130,000 miles and are at or near the end of their useful life.

An Invitation for Bids (IFB) to replace the vehicles was issued through the City's Onvia Demand Star public procurement network. Sealed bids were opened on September 2, 2015, with three bids being received. The bid summary is contained in Attachment 1. The lowest responsive bid was from Serramonte Ford of Colma.

FISCAL IMPACT

The Ford Interceptor utility vehicle is approximately \$3,700 per unit more expensive than the sedan. With two thirds of the fleet (19 vehicles) previously planned to be sedans, the total fiscal impact of the change is approximately \$70,000 for the replacement of the full fleet. This is done in phases as a portion of the vehicles come up for replacement each year. The additional cost of these seven

replacements is approximately \$26,000 and will be absorbed within the current budget. Going forward, revised replacement values will be included in the Fleet Equipment Replacement Account.

Funding Source

The City's fleet vehicles are funded by the City's General Services Fund, Fleet Services Sub-Fund which provides for ongoing fleet equipment replacement. Contributions to the fund for replacement of Police Interceptors come from the General Fund. Therefore the impact of the increased replacement cost for these vehicles will impact the General Fund directly.

PUBLIC CONTACT

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

RECOMMENDATION

Award a contract in the amount of \$205,599 (\$189,061 plus sales tax in the amount of \$16,538), in substantially the same form as the draft purchase order attached to the report, to Serramonte Ford of Colma for seven police Interceptor utility vehicles.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Grace K. Leung, Director of Finance

Reviewed by: Frank Grgurina, Director of Public Safety

Reviewed by: Manuel Pineda, Director of Public Works

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft Purchase Order

City of Sunnyvale, California
 IFB #F16-17
 7 Ford Police Interceptor Utility
 Vehicles

		Bidder		Serramonte Ford	Downtown Ford	Town Ford
		Address		999 Serramonte Blvd. Colma, CA 94014	525 N. 16th St. Sacramento, CA 95811	1601 El Camino Real Redwood City CA 94063
Item	Pricing	Qty	Bid Price	Bid Price	Bid Price	Bid Price
1	Ford Police Interceptor Utility Vehicles	7	\$ 189,000.00	\$ 190,750.00	\$ 192,500.00	
2	Tire Fees (\$1.75 each)	35	\$ 61.25	\$ 61.25	\$ 61.25	
	Subtotal		\$ 189,061.25	\$ 190,811.25	\$ 192,561.25	
	Sales Tax		\$ 16,537.50	\$ 16,690.62	\$ 16,843.75	
	GRAND TOTAL		\$ 205,598.75	\$ 207,501.87	\$ 209,405.00	



ORDERED FROM 18390 - 001 (650) 301-7069 Serramonte Ford 999 Serramonte Blvd Colma CA 94014	ORDER DATE 09/09/2015	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	DELIVERY DATE 11/20/2015	
	PAYMENT TERMS N/30	
	BID NO/RFQ NO	
DELIVER TO DPW/Ops - Fleet Services 221 Commercial St Sunnyvale CA 94085 Phone: (408) 730-7570	FOB POINT	FREIGHT CHARGES
	REQ. NO RQ014928	REQUISITIONER: GBARRON
	CHARGE/OBJ CODE(S): 020700 5135 \$189,061.25	

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Provide seven police interceptor utility vehicles per Invitation For Bid F16-17 specifications, terms, conditions and bidders response	7.00	DLR	\$27,000.0000	\$189,000.00
2	Tire Fees Awarded by City Council _____ RTC#15-0868.	1.00	DLR	\$61.2500	\$61.25

Amount does not reflect applicable taxes.

TOTAL \$189,061.25



Document Terms:

Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to accountspayable@sunnyvale.ca.gov and must reference the purchase order number. Failure to comply will result in a delay in payment processing.

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCPO-G).

BUYER:

Cornejo, Perry

PHONE (408) 730-7572

FAX (408) 730-7710



City of Sunnyvale

Agenda Item

15-0911

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

Award of Contract for Removal of Overgrown Vegetation from the Oxidation Ponds and Levee Areas at the Water Pollution Control Plant (F16-23)

REPORT IN BRIEF

Approval is requested to award a contract in an amount not to exceed \$244,740 to Aquatic Environments, Inc. of Concord to remove approximately 12 acres of overgrown vegetation at the Water Pollution Control Plant (WPCP or Plant) oxidation ponds and levee areas. Approval is also requested for a 10% contract contingency in the amount of \$24,474.

EXISTING POLICY

Pursuant to Section 2.08.060 of the Sunnyvale Municipal Code, maintenance work anticipated to cost more than \$50,000 is conducted through the issuance of an Invitation for Bids (IFB), with a contract 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. Class 1 exemptions include repair, maintenance and minor alterations of existing public facilities involving negligible or no expansion of use.

BACKGROUND AND DISCUSSION

The oxidation ponds are an integral component of the secondary treatment process at the Plant. During this process, the ponds are utilized to effectively remove soluble organic material, suspended solids, and ammonia inherent to wastewater and upon which strict discharge limitations have been placed by the Regional Water Quality Control Board (RWQCB). The network of levees surrounding the Oxidation Ponds and recirculation channels have become significantly overgrown with emergent vegetation, placing increased risk of clogging/damaging integral pond effluent and recirculation pumping equipment (weed removal was last conducted in 2009). There are approximately 12 acres of vegetation to be removed.

An IFB for the weed removal work was issued on August 18, 2015, through the City's public procurement network. Fourteen firms requested the bid documents, and three bids were received on September 9; summary is attached (Attachment 1). Bids from DBI Services of Sacramento and McNabb Construction Inc. of Lafayette were determined to be non-responsive because they did not meet the City's submittal requirement for detailed work plans, especially for the mechanical removal of weeds encroaching upon 53 cross-over transport tubes running between the ponds and the recirculation channels. The non-responsive bids were received from DBI Services of Sacramento in the amount of \$57,283, and from McNabb Construction Inc. of Lafayette in the amount of \$328,440. The DBI bid, while attractive from a pricing standpoint, was based primarily on spraying an aquatic

herbicide in areas where mechanical removal is required. Therefore the lowest responsive and responsible bidder was received from Aquatic Environments in the amount of \$244,740.

FISCAL IMPACT

Project costs consist of the bid amount of \$244,740 and a recommended 10% contingency of \$24,474, for a total of \$269,214. Budgeted funds are available in Capital Project 830200 (Repairs to the Secondary Process).

Funding Source

This project is funded by the Wastewater Management Fund.

PUBLIC CONTACT

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

RECOMMENDATION

1) Award a contract, in substantially the same form as the draft contract attached to the report in the amount not to exceed \$244,740 to Aquatic Environments, Inc. for the Removal of Overgrown Vegetation from Oxidation Ponds at the WPCP; and 2) approve a 10% contract contingency in the amount of \$24,474.

Prepared by: Pete Gonda, Purchasing Officer

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

Reviewed by: John Stufflebean, Director, Environmental Services

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft Maintenance Contract

Invitation for Bids No . F16-23**Removal of Overgrown Vegetation - From the Oxidation Ponds' Levee**

Bidder Address				Aquatic Environments PO Box 606 Concord, CA 94522	
Contact				Jeff McCormick	
BID ITEMS		UOM	QTY	Unit Price	Total
1. Vegetation Removal		Acre	12	\$20,395.00	\$244,740.00
BID TOTAL					\$244,740.00
Surety				10% Bid Bond	
License				Class 'A', C27, C46, D12, D34	
Subs				NONE	

*Two other bids were received from, DBI Services and McNabb Construction Inc., but they did not meet the City's specifications and were deemed to be non-responsive.

**DRAFT
MAINTENANCE AND REPAIR CONTRACT**

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and AQUATIC ENVIRONMENTS, INC., a California Corporation ("Contractor").

RECITALS:

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

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; Plans and Specifications, "Removal of Overgrown Vegetation – From Oxidation Ponds' Levees at the Water Pollution Control Plant, Invitation for Bids No. F16-23", including Addendum No. 1; 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 removing and disposing of emergent vegetation as part of a weed abatement project from the Water Pollution Control Plant's (WPCP) Oxidation Ponds' Levees and shall be completed according as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by the Environmental Services Department. These Plans and Specifications are entitled respectively, Removal of Overgrown Vegetation – From Oxidation Ponds' Levees at the Water Pollution Control Plant.

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 Environmental Services.

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 Two Hundred Forty-Four Thousand Seven Hundred Forty and no/100 Dollars (\$244,740.00) subject to final determination of the work performed and materials furnished at unit prices per Exhibit A attached hereto and incorporated by this reference.

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 January 31, 2016.

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
Environmental Services Department
Bryan Berdeen, WPCP Operations Manager
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: Aquatic Environments, Inc.
Attention: Lance W. Dohman, President
P.O. Box 606
Concord, CA 94522

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

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

specified.

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

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

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

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

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

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and \$4,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory

in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

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

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

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

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain

or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the 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 than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

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

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

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

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of Two Hundred Fifty Dollars (\$250.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Additional Provisions.

None.

City of Sunnyvale, Page 8

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT A

Bid Item

	Description	Unit Cost	Extended Cost
1.	<u>Vegetation Removal</u> a. Removal of 12 acres in accordance with all detailed specifications, including documentation and reporting.	\$ 20,395/acre	\$ 244,740
		Grand Total	\$ 244,740



City of Sunnyvale

Agenda Item

15-0925

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW16-05 for Traffic Signal Reconstruction at Mathilda/Olive Avenues, Make a Finding of CEQA Categorical Exemption, and Approve Budget Modification No. 10 to appropriate \$85,000 in grant funding

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$547,532 to Tennyson Electric Inc. of Livermore to reconstruct the traffic signal system at the intersection of Mathilda and Olive Avenues (Public Works Project No. TR-13/09-15). Approval is also requested for a 10% construction contingency in the amount of \$54,753.

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(a), for existing facilities.

BACKGROUND AND DISCUSSION

The reconstruction of this traffic signal was designed as part of a four-signal design package. Due to budgetary constraints, this project was deferred one year for construction. The scope of the project is to reconstruct the traffic signal to current standards, including decorative poles/lighting, tightening curb radii on the north-east corner of the intersection to straighten out and shorten the pedestrian crossing, new slurry seal and thermoplastic striping within the intersection, remove traffic signal equipment within median islands, upgrade accessible corner ramps, and installation of fiber optics communication cable.

The project was advertised in The Sunnyvale Sun on August 14, 2015, distributed to eighteen Bay Area Builder's Exchanges, and published on the City's website through the Demandstar public procurement network. Fifteen contractors requested bid documents. Sealed bids were opened on September 2, 2015, with three responsive bids received.

The lowest responsive and responsible bid was submitted by Tennyson Electric, Inc. of Livermore, in the amount of \$547,532. The Bid Summary is attached. The Engineer's Estimate was prepared utilizing the most recent cost data the City has on file related to this type of construction work. As a result of the current economic conditions and the large number of projects being constructed throughout the bay area, costs have risen and the low bid exceeded the Engineer's Estimate, as well as the available budget. Consequently a budget modification is recommended in order to complete

the work, as detailed below.

FISCAL IMPACT

Project costs consist of the base bid of \$547,532 and a 10% contingency in the amount of \$54,753, for a total of \$602,285. The majority of the funding is available in Capital Project 820190, Traffic Signal Hardware & Wiring. \$85,000 in grant funding has also been awarded for this project as part of a \$370,000 Transportation Fund for Clean Air (TFCA) grant. Budget Modification No. 10 has been prepared to appropriate the portion of the grant attributable to this project. Staff will return to Council at a later date to appropriate the remainder of the TFCA funding to several other projects. Funds remaining in this project will be carried forward to fund other similar future traffic signal projects.

Funding Source

This project is funded by the Infrastructure Renovation and Replacement Fund through a General Fund transfer and a Transportation Fund for Clean Air grant.

Budget Modification No. 10 FY 2015/16

	Current	Increase/ (Decrease)	Revised
Infrastructure Renovation and Replacement Fund			
<u>Revenues</u>			
TFCA Comprehensive Pedestrian Infrastructure Improvements Grant	\$0	\$85,000	\$85,000
<u>Expenditures</u>			
Project 820190 - Traffic Signal Hardware and Wiring	\$537,648	\$85,000	\$622,648

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(a) for existing facilities; 2) approve Budget Modification No. 10 to provide project funding; 3) award a contract, in substantially the same format as Attachment 2 to the report and in the amount of \$547,532 to Tennyson Electric Inc.; and 4) approve a 10% construction contingency in the amount of \$54,532.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Grace K. Leung, Director, Finance

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Jane Chambers, Interim Assistant City Manager
Approved by: Kent Steffens, Assistant City Manager
for Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

Invitation for Bids No. PW16-05

Traffic Signal Modification: Mathilda Avenue and Olive Avenue

Project No. TR-13/09-15

<i>Bidders</i>									
				<i>Tennyson Electric Inc.</i>		<i>St. Francis Electric</i>		<i>Columbia Electric Inc.</i>	
				<i>7275 National Drive</i>		<i>975 Carden Street</i>		<i>1980 Davis Street</i>	
				<i>Livermore, CA 94550</i>		<i>San Leandro, CA 94577</i>		<i>San Leandro, CA 94577</i>	
				<i>Michael Tennyson</i>		<i>Guy Smith</i>		<i>JoAnne Scruggs</i>	
No.	Bid Item	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	LS	1	\$ 9,800.00	\$ 9,800.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
2	Traffic Control System	LS	1	\$ 6,450.00	\$ 6,450.00	\$ 15,000.00	\$ 15,000.00	\$ 16,556.00	\$ 16,556.00
3	Stormwater Pollution Prevention Plan	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
4	Construction Staking/Survey	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 2,750.00	\$ 2,750.00	\$ 4,500.00	\$ 4,500.00
5	Clearing and Grubbing	LS	1	\$ 6,200.00	\$ 6,200.00	\$ 5,000.00	\$ 5,000.00	\$ 5,060.00	\$ 5,060.00
6	Civil Demolition	LS	1	\$ 28,200.00	\$ 28,200.00	\$ 18,000.00	\$ 18,000.00	\$ 19,226.90	\$ 19,226.90
7	Install New Concrete Sidewalk incl. Agg. Base	SF	1,083	\$ 7.50	\$ 8,122.50	\$ 7.75	\$ 8,393.25	\$ 7.70	\$ 8,339.10
8	Install New Curbs and Gutter	LF	207	\$ 50.00	\$ 10,350.00	\$ 42.00	\$ 8,694.00	\$ 41.80	\$ 8,652.60
9	Install New Accessible Ramp incl. Truncated Domes	EA	4	\$ 2,200.00	\$ 8,800.00	\$ 1,850.00	\$ 7,400.00	\$ 1,829.30	\$ 7,317.20
10	Earthwork (Rough Grading)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,820.00	\$ 6,820.00
11	Adjust to Grade Utilities (Vaults/Valves/Lids)	LS	1	\$ 800.00	\$ 800.00	\$ 700.00	\$ 700.00	\$ 715.00	\$ 715.00
12	Asphalt	TON	46	\$ 400.00	\$ 18,400.00	\$ 400.00	\$ 18,400.00	\$ 399.30	\$ 18,367.80
13	Traffic Signal System Modification	LS	1	\$ 337,849.00	\$ 337,849.00	\$ 383,500.00	\$ 383,500.00	\$ 385,800.00	\$ 385,800.00
14	Signing and Striping	LS	1	\$ 6,688.00	\$ 6,688.00	\$ 10,000.00	\$ 10,000.00	\$ 6,688.00	\$ 6,688.00
15	Install New Catch Basin	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 5,700.00	\$ 5,700.00	\$ 5,742.00	\$ 5,742.00
16	Fire Hydrant and Mailbox - Protect/Adjust to Grade	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,475.00	\$ 2,475.00
17	Install New Fire Hydrant Pipe and Gate Valve	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,125.00	\$ 15,125.00
18	Fiber Optic Signal Interconnect System	LS	1	\$ 54,900.00	\$ 54,900.00	\$ 75,000.00	\$ 75,000.00	\$ 69,600.00	\$ 69,600.00
19	Slurry Seal	SF	10,394	\$ 1.20	\$ 12,472.80	\$ 1.60	\$ 16,630.40	\$ 1.60	\$ 16,630.40
Bid Totals:					\$ 547,532.30		\$ 624,667.65		\$ 630,115.00

A1	Install Pedestrian Video Detection System	LS	1	\$ 33,412.00	\$ 33,412.00	\$ 30,000.00	\$ 30,000.00	\$ 41,800.00	\$ 41,800.00
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Surety:	10% Bid Bond	10% Bid Bond	10% Bid Bond
License:	A, C-10	A, C-10	A
Slurry	Slurry, Graham Const. Signs/Striping, Chrisp Co. Fiber, B3 Solutions A/C Concrete, Vanguard Const	Slurry, Bond Blacktop Signs/Striping, Chrisp Co. Fiber, Cal Coast Telecom A/C Concrete, Golden Bay Const.	Slurry, Bond Blacktop Signs/Striping, Chrisp Co. Fiber, Contra Costa Electric A/C Concrete, Vanguard Const

**DRAFT
GENERAL CONSTRUCTION CONTRACT**

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and TENNYSON ELECTRIC, INC., a California corporation ("Contractor").

RECITALS:

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

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Traffic Signal Modification: Mathilda Avenue at Olive Avenue Project No. TR-13/09-15, Invitation for Bids No. PW16-05", including; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

2. **The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of traffic signal, fiber optics interconnect at Mathilda/El Camino Real, and street lighting modifications are to be performed with civil improvements at Mathilda Avenue and Olive Avenue in the City of Sunnyvale as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by TJKM Transportation Consultants and adopted by the Owner. These Plans and Specifications are entitled respectively, Traffic Signal Modification: Mathilda Avenue at Olive Avenue, Project No. TR-13/09-15.

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 Five Hundred Forty Seven Thousand Five Hundred Thirty Two and 30/100 Dollars (\$547,532.30) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract

Documents. The sum is for base bid only. The Additive Alternate is rejected by Owner, and is not included in this contract.

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 One Hundred Twenty (120) 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: Tennyson Electric, Inc.
Attn: Michael A. Tennyson, President
7275 National Drive, Suite A2
Livermore, CA 94551

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

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

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

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

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor

similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

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

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

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

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

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

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

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

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

Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the 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 than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

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

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

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

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

22. Additional Provisions.

None.

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

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT A –
BID SCHEDULE

No.	Description	QTY	Unit	Unit Cost
1	Mobilization (Shall Not Exceed 5% of Total Base Bid)	Lump Sum	LS	\$9,800.00
2	Traffic Control System (Shall Not Exceed 3% of Total Base Bid)	Lump Sum	LS	\$6,450.00
3	Stormwater Pollution Prevention Plan	Lump Sum	LS	\$1,500.00
4	Construction Staking/Surveying	Lump Sum	LS	\$4,000.00
5	Clearing and Grubbing	Lump Sum	LS	\$6,200.00
6	Civil Demolition	Lump Sum	LS	\$28,200.00
7	Install New Concrete Sidewalk (includes aggregate base)	1083	SF	\$7.50
8	Install New Curb, and New Curb and Gutter	207	LF	\$50.00
9	Install New Accessible Ramp (Includes Truncated Domes)	4	EA	\$2,200.00
10	Earthwork (Rough Grading)	Lump Sum	LS	\$10,000.00
11	Adjust to Grade Utilities	Lump Sum	LS	\$800.00
12	Asphalt	46	Ton	\$400.00
13	Traffic Signal System Modification	Lump Sum	LS	\$337,849.00
14	Signing and Striping	Lump Sum	LS	\$6,688.00
15	Install New Catchbasin	1	EA	\$5,500.00
16	Fire Hydrant and Mailbox - Protect and Adjust to Grade	1	EA	\$2,500.00
17	Install New Fire Hydrant Pipe and Gate Valve	Lump Sum	LS	\$15,000.00
18	Fiber Optic Signal Interconnect System	Lump Sum	LS	\$54,900.00
19	Slurry Seal	10,394	SF	\$1.20



City of Sunnyvale

Agenda Item

15-0927

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

Award Bid No. PW16-04 for Concrete Sidewalk, Curb, Gutter and Driveway Approaches, Approve Budget Modification No. 11 in the Amount of \$210,919 and Make Finding of CEQA Categorical Exemption

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$2,016,879, plus a 10% contingency in the amount of \$201,688, to JJR Construction Inc. of San Mateo for the Concrete Sidewalk, Curb, Gutter and Driveway approaches 2015/16 (Public Works Project No. ST-15/07-16). Approval is also requested for Budget Modification No. 11 to provide additional project funding.

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 829400 provides for the replacement of concrete curbs, gutters, sidewalks and driveway approaches throughout the city generally identified by residents and then verified, inspected, prioritized and scheduled by the Department of Public Works (DPW). Over the last two fiscal years, approximately 1,700 locations have been added to the replacement list, adding to an existing backlog (last year about 660 locations were addressed). Approximately 800 locations are included in the current bid. While this project is in process, staff will coordinate the removal and replacement of trees that are deemed to cause damage and severe displacement to the concrete hardscape.

The project was advertised in The Sunnyvale Sun on August 28, 2015, distributed to eighteen Bay Area Builder's Exchanges, and published on the City's website through the Demandstar public procurement network. Ten contractors requested bid documents. Sealed bids were opened on September 16, 2015, with five responsive bids being received.

The lowest responsive and responsible bid was submitted by JJR Construction, Inc. of San Mateo, in the amount of \$2,016,879. The Bid Summary is attached. The Engineer's Estimate was prepared utilizing the most recent cost data the City has on file related to this type of construction work. As a result of the current economic conditions and the large number of projects being constructed

throughout the bay area, costs have risen and the low bid exceeded the Engineer's Estimate, as well as the available budget. Consequently a budget modification is recommended in order to complete the work, as detailed below.

FISCAL IMPACT

Project costs consist of the base bid in the amount of \$2,016,879, plus a 10% construction contingency in the amount of \$201,688, for a total of \$2,218,567. In order to address a growing backlog of needed sidewalk repairs, Council included \$1 million over two years in additional funding with the FY 2014/15 Budget. The current FY 2015/16 Budget includes unspent funds from FY 2014/15 in addition to the elevated amount budgeted for FY 2015/16. Further, Council allocated \$1.3 million in one-time property tax revenue with the FY 2015/16 Budget for Fiscal Years 2016/17 and 2017/18 to maintain an elevated level of repairs for those years as well. Budget modification No. 11 has been prepared to bring forward some of the FY 2016/17 funding and appropriate it to the current budget to fund this contract. Bringing money forward may reduce the number of locations that can be completed in FY 2016/17. The Council may consider additional appropriations as part of its budget deliberations and final action.

Funding Source

Sidewalk, Curb and Gutter replacements are funded by a General Fund transfer to the Infrastructure Renovation and Replacement Fund.

Budget Modification No. 11 FY 2015/16

	Current	Increase/ (Decrease)	Revised
Infrastructure Renovation and Replacement Fund			
<u>Expenditures</u>			
FY 2015/16 Project 829400 - Sidewalk, Curb and Gutter Replacement	\$2,007,648	\$210,919	\$2,218,567
FY 2016/17 Project 829400 - Sidewalk, Curb and Gutter Replacement	\$1,006,675	(\$210,919)	\$795,756

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; 2) approve Budget Modification No. 11 to provide project funding; 3) award a contract, in

substantially the same format as Attachment 2 to the report and in the amount of \$2,016,879 to JJR Construction Inc.; and 4) approve a 10% construction contingency in the amount of \$201,688.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Grace K. Leung, Director, Finance

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

Invitation for Bids No. PW16-04
Concrete Sidewalks, Curbs, Gut., & Driveway Approaches, 2015-16
Project No. ST-15/07-16

Invitation for Bids No. PW16-04 Concrete Sidewalks, Curbs, Gut., & Driveway Approaches, 2015-16 Project No. ST-15/07-16				JJR Construction, Inc. 1120 Ninth Ave San Mateo, CA 94402 Jose J Raposo		Spenco Construction, Inc. P.O. Box 1220 Danville, CA 94526 Steve Stahl		Golden Bay Construction, Inc. 3826 Depot Road Hayward, CA 94545 Johnny Zanette		FBD Vanguard Construction 651 Enterprise Court Livermore, CA 94550 Billie Sposeto		Sposeto Engineering Inc. 4558 Contractors Place Livermore, CA 94551 John P. Sposeto	
No.	Bid Item	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Remove and Reconstruct 4" thick concrete sidewalk	SF	76,100	\$ 9.10	\$ 692,510.00	\$ 11.00	\$ 837,100.00	\$ 13.00	\$ 989,300.00	\$ 17.00	\$ 1,293,700.00	\$ 19.60	\$ 1,491,560.00
2	Remove and Reconstruct Curb and Gutter	LF	21,122	\$ 51.15	\$ 1,080,390.30	\$ 58.50	\$ 1,235,637.00	\$ 74.00	\$ 1,563,028.00	\$ 72.00	\$ 1,520,784.00	\$ 91.00	\$ 1,922,102.00
3	Remove and Reconstruct 6" thick Concrete Sidewalk in Driveway	SF	6,387	\$ 13.85	\$ 88,459.95	\$ 12.00	\$ 76,644.00	\$ 16.00	\$ 102,192.00	\$ 18.00	\$ 114,966.00	\$ 16.00	\$ 102,192.00
4	Remove and Reconstruct 6" thick Concrete Driveway Approach	SF	7,164	\$ 13.85	\$ 99,221.40	\$ 12.00	\$ 85,968.00	\$ 16.00	\$ 114,624.00	\$ 16.00	\$ 114,624.00	\$ 16.00	\$ 114,624.00
5	Remove Park Strip Concrete and Backfill with 4" Topsoil (Revocable)	SF	5,119	\$ 2.50	\$ 12,797.50	\$ 3.00	\$ 15,357.00	\$ 9.00	\$ 46,071.00	\$ 12.00	\$ 61,428.00	\$ 7.00	\$ 35,833.00
6	Adjust Utility Boxes and Manholes in Sidewalk (Revocable)	EA	5	\$ 500.00	\$ 2,500.00	\$ 150.00	\$ 750.00	\$ 300.00	\$ 1,500.00	\$ 2,200.00	\$ 11,000.00	\$ 1,200.00	\$ 6,000.00
7	4" Thick Asphalt Concrete (Revocable)	SF	3,000	\$ 9.00	\$ 27,000.00	\$ 9.00	\$ 27,000.00	\$ 12.50	\$ 37,500.00	\$ 41.00	\$ 123,000.00	\$ 16.00	\$ 48,000.00
8	Replace Water Meter Box (Revocable)	EA	10	\$ 150.00	\$ 1,500.00	\$ 200.00	\$ 2,000.00	\$ 198.00	\$ 1,980.00	\$ 385.00	\$ 3,850.00	\$ 150.00	\$ 1,500.00
9	Installation of 3 " Ductile Iron Pipe (DIP) Curb Drain (Revocable)	LF	50	\$ 50.00	\$ 2,500.00	\$ 18.00	\$ 900.00	\$ 33.00	\$ 1,650.00	\$ 34.00	\$ 1,700.00	\$ 30.00	\$ 1,500.00
10	Remove and Reconstruct Valley Gutter 6" Concrete	SF	500	\$ 20.00	\$ 10,000.00	\$ 20.00	\$ 10,000.00	\$ 34.00	\$ 17,000.00	\$ 25.00	\$ 12,500.00	\$ 23.00	\$ 11,500.00
Bid Totals:					\$ 2,016,879.15		\$ 2,291,356.00		\$ 2,874,845.00		\$ 3,257,552.00		\$ 3,734,811.00

Surety:	10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond
License:	A	A	A, B, C8, C10, C12, C31	A, B	A, C-8
SubContractor:	Del Secco Saw & Core	N/A	N/A	N/A	N/A

**DRAFT
GENERAL CONSTRUCTION CONTRACT**

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

RECITALS:

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

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Concrete Sidewalk, Curb, Gutter and Driveway Approaches 2015-2016, Project No. ST-15/07-16, Invitation for Bids No. PW16-04", including two (2) 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 furnishing transportation, labor, materials, and equipment to perform construction of concrete sidewalks, gutters, and driveway approaches, as required, ready for use in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by the City of Sunnyvale and adopted by the Owner. These Plans and Specifications are entitled respectively, Concrete Sidewalk, Curb, Gutter and Driveway Approaches 2015-2016, Project No. ST-15/07-16.

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 Two Million Sixteen Thousand Eight Hundred Seventy Nine and 15/100 Dollars (\$2,016,879.15) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions as provided in, and in accordance with, the 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 One Hundred and Eighty (180) 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:	JJR Construction, Inc. Attention: Carlos Raposo, Vice President 1120 Ninth Avenue San Mateo, CA 94402

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

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

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

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

be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

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

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

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

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

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

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of

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

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

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

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the 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 than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

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

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

20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and

equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of Two Hundred Fifty and No/100 (\$250.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Additional Provisions.

None.

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

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____

personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT A

No.	Description	QTY	Unit of Measure	Unit Cost
1	Remove and Reconstruct 4" Thick Concrete Sidewalk	76,100	SF	\$9.10
2	Remove and Reconstruct Curb and Gutter	21,122	LF	\$51.15
3	Remove and Reconstruct 6" Thick Concrete Sidewalk Driveway	6,387	SF	\$13.85
4	Remove and Reconstruct 6" Thick Concrete Driveway	7,164	SF	\$13.85
5	Remove Park Strip Concrete and Backfill with 4" Topsoil (Revocable)	5,119	SF	\$2.50
6	Adjust Utility Boxes and Manholes in Sidewalk (Revocable)	5	EA	\$500.00
7	4" Thick Asphalt Concrete (Revocable)	3,000	SF	\$9.00
8	Replace Water Meter Box (Revocable)	10	EA	\$150.00
9	Installation of 3" Ductile Iron Pipe (DIP) Curb Drain (Revocable)	50	LF	\$50.00
10	Remove and Reconstruct Valley Gutter 6" Concrete	500	SF	\$20.00



City of Sunnyvale

Agenda Item

15-0932

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

Appoint New Member to the NOVA Workforce Board

BACKGROUND

The federal Workforce Innovation and Opportunity Act (WIOA) of 2014 stipulates the composition, roles and responsibilities of the local workforce board. The chief local elected official appoints the local workforce board; the Sunnyvale City Council serves as the Chief Local Elected Official for the NOVA consortium. The local workforce board (NOVA Board) determines how many seats are on the board, and is required to have a majority of representatives from business and representation from at least the following stakeholders:

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

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

- Take a leadership role in forging a strong and vital partnership between business and the workforce development community, resulting in an entrepreneurial, market-driven, accountable and exceptional workforce investment system;
- Contribute specific expertise from key industries and articulate evolving industries' needs, critical to aligning the workforce with the jobs of the 21st Century;
- Develop and approve policy for workforce initiatives in the NOVA service-delivery area;
- Help create and provide oversight of a strategic plan and participate in the development of a regional plan;
- Evaluate and monitor program performance according to specified outcomes and measures; and,
- Promote the NOVA Board and workforce through collaboration and relationship building with other businesses, local workforce boards, organizations and groups.

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

N/A

DISCUSSION

The NOVA Board Nominating Committee is comprised of Sunnyvale Vice Mayor Tara Martin-Milius and NOVA Board Co-chairpersons Steve Van Dorn and Dennis Cima. They are charged with the responsibility of recommending candidates for appointment to the NOVA Board, for consideration by the Sunnyvale City Council. The Nominating Committee is recommending appointment of one candidate because of the individual strengths and assets he can bring to the NOVA Board. In addition, this nomination will fill a WIOA-mandated seat representing adult education.

About The Candidate

Mr. Lionel de Maine

Chief Operations Officer, Sequoia Union High School District Adult School

Headquartered in Menlo Park, the Sequoia District Adult School has provides quality education programs in a variety of disciplines that includes business in partnership with the Renaissance Entrepreneurship Center, English as a Second Language, high school diploma equivalency, and computer instruction. As Chief Operations Officer, Mr. de Maine is responsible for overseeing and managing all aspects of the Adult School's operations and its 30 to 35 full- and part-time employees. Mr. de Maine brings to the NOVA Board 13 years of experience in adult education and 14 years of experience in the high-technology field, with a passion for preparing adults for college and careers through the development of career pathways. Mr. de Maine will also bring the perspective of the San Mateo County service system that is now part of the NOVA consortium.

This appointment complies with the requirements of the Workforce Innovation and Opportunity Act.

FISCAL IMPACT

No fiscal impact.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, 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

Appoint Mr. Lionel de Maine to the NOVA Workforce Board.

Prepared by: Eileen Stanly, Analyst

Reviewed by: Kris Stadelman, Director, NOVA Workforce Services

Reviewed by: Jane Chambers, Interim Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

15-0926

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

Receive and File the City of Sunnyvale Investment Report - 3rd 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 \$332,663,607.

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 policy for FY 2015/16 was reviewed at the October 13, 2015 Council meeting. 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 not need to be reviewed under CEQA. (CEQA Guideline 15378(b).)

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 .85%. 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, although recently has indicated its position may change later this year.

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 .33%.

FISCAL IMPACT

Interest earnings for FY 2015/16 as of Period 3 for all City funds totaled \$523,198.

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 2015/16 Period 3 investment report - 3rd Quarter 2015.

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 2015/16 Period 3 Investment Report

ATTACHMENT 1



CITY OF SUNNYVALE

PORTFOLIO EVALUATION PERIOD 3 FY 2015/2016

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 April 2016.

Date: September 25, 2015



Grace Leung, Finance Director

cc: Members of the City Council
City Manager

PORTFOLIO EVALUATION - PERIOD 3 FY 2015/2016 (8/16/2015 -9/12/2015)

DESCRIPTION	DOLLAR AMOUNT	FY 15/16 PERIOD 3 (8/16/15 - 9/12/15)	FY 15/16 PERIOD 2 (7/19/15 - 8/15/15)	FY 14/15 PERIOD 3 (8/17/14- 9/13/14)
TOTAL PORTFOLIO MARKET VALUE		\$332,663,607.29	\$320,515,419.31	\$295,314,155.17
AVERAGE LIFE OF PORTFOLIO (DAYS)		535	525	585
CITY - WEIGHTED YIELD (Current Period)		0.85%	0.82%	0.69%
STATE POOL YIELD		0.33%	0.33%	0.25%
90 DAY T-BILL RATE (Current Period)		0.04%	0.05%	0.02%
VARIANCE FROM CITY YIELD		0.81%	0.77%	0.67%
1 YEAR TREASURY RATE (Current Period)		0.38%	0.35%	0.11%
VARIANCE FROM CITY YIELD		0.47%	0.47%	0.58%
TREASURY YIELD WITH SAME AVG LIFE AS PORTFOLIO		0.56%	0.52%	0.38%
VARIANCE FROM CITY YIELD		0.29%	0.30%	0.31%
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TOTAL INVESTMENTS MATURING WITHIN 0 TO 1 YEAR	\$114,339,801.03	34.37%	34.43%	36.36%
TOTAL INVESTMENTS MATURING WITHIN 1 TO 3 YEARS	\$200,118,387.06	60.16%	61.15%	53.73%
TOTAL INVESTMENTS MATURING WITHIN 3 TO 5 YEARS	\$18,205,419.20	5.47%	4.42%	9.91%
TOTAL INVESTMENTS MATURING OVER 5 YEARS **	\$0.00	0.00%	0.00%	0.00%
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TOTAL	\$332,663,607.29	100.0%	100.0%	100.0%

** 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
August 16, 2015 through September 12, 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	49,990,321.49	49,990,321.49	49,990,321.49	15.05	1	1	0.276	0.280
Medium Term Notes	39,125,000.00	40,124,439.25	40,173,625.77	12.10	1,128	604	1.045	1.059
Federal Agency Issues - Coupon	172,144,000.00	175,171,629.01	174,632,239.80	52.59	1,140	719	0.965	0.979
Treasury Securities - Coupon	63,000,000.00	63,372,886.00	63,274,020.45	19.05	1,121	439	0.665	0.674
US Govt Mortgage Passthroughs	11.45	11.54	11.73	0.00	7,914	170	9.548	9.680
Municipal Bonds	4,000,000.00	4,004,320.00	4,000,000.00	1.20	1,435	18	2.633	2.670
Investments	328,259,332.94	332,663,607.29	332,070,219.24	100.00%	967	535	0.834	0.846
Cash and Accrued Interest								
Accrued Interest at Purchase		51,961.95	51,961.95					
Subtotal		51,961.95	51,961.95					
Total Cash and Investments	328,259,332.94	332,715,569.24	332,122,181.19		967	535	0.834	0.846
Total Earnings								
	September 12 Period Ending	Fiscal Year To Date						
Current Year	206,715.75	523,197.72						



GRACE LEUNG, TREASURER

Reporting period 08/16/2015-09/12/2015

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CITY OF SUNNYVALE
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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		49,990,321.49	49,990,321.49	49,990,321.49	0.280		0.280	1	
Subtotal and Average				49,990,321.49	49,990,321.49	49,990,321.49			0.280	1	
Medium Term Notes											
36962G7G3	14-014	GENERAL ELECTRIC	01/15/2014	3,375,000.00	3,416,836.50	3,397,305.95	2.300		2.090	1,219	01/14/2019
369604BC6	15-008	GENERAL ELECTRIC	01/26/2015	4,000,000.00	4,315,268.00	4,362,644.16	5.250		1.109	815	12/06/2017
36962G5H3	15-011	GENERAL ELECTRIC	03/17/2015	4,000,000.00	4,106,988.00	4,112,476.63	3.350		0.760	400	10/17/2016
38259PAC6	13-006	Google	12/05/2012	4,000,000.00	4,046,844.00	4,039,549.84	2.125		0.659	249	05/19/2016
459200GX3	13-007	IBM	12/17/2012	3,000,000.00	3,035,538.00	3,030,422.78	1.950		0.750	313	07/22/2016
478160BL7	15-012	Johnson and Johnson	04/01/2015	2,750,000.00	2,756,470.75	2,760,949.05	1.125		0.940	800	11/21/2017
478160AU8	16-005	Johnson and Johnson	08/04/2015	4,000,000.00	4,424,284.00	4,415,696.81	5.150		1.400	1,036	07/15/2018
594918AG9	12-020	Microsoft Corp	05/02/2012	4,000,000.00	4,001,884.00	4,001,350.52	1.625		0.601	12	09/25/2015
594918AK0	12-023	Microsoft Corp	05/18/2012	3,000,000.00	3,025,593.00	3,022,048.66	2.500		0.650	148	02/08/2016
89233P6S0	15-013	TOYOTA	04/01/2015	3,000,000.00	3,004,497.00	3,009,726.44	1.250		1.090	753	10/05/2017
94974BFG0	15-017	Wells Fargo Corp	06/03/2015	4,000,000.00	3,990,236.00	4,021,454.93	1.500		1.521	856	01/16/2018
Subtotal and Average				39,125,000.00	40,124,439.25	40,173,625.77			1.059	604	
Federal Agency Issues - Coupon											
3133ECFV1	13-016	FEDERAL FARM CREDIT BANK	03/20/2013	4,000,000.00	4,000,360.00	4,000,285.48	0.430		0.353	138	01/29/2016
3133EDDV1	14-016	FEDERAL FARM CREDIT BANK	01/23/2014	4,000,000.00	4,024,428.00	3,995,045.93	1.160		1.220	771	10/23/2017
3133EDG89	14-018	FEDERAL FARM CREDIT BANK	03/03/2014	4,000,000.00	4,038,964.00	4,000,000.00	1.250		1.250	933	04/03/2018
3133EDKP6	14-023	FEDERAL FARM CREDIT BANK	05/01/2014	4,000,000.00	4,018,216.00	3,998,961.60	1.070		1.084	719	09/01/2017
3133EDDK5	14-025	FEDERAL FARM CREDIT BANK	05/06/2014	4,000,000.00	4,016,592.00	4,006,600.19	1.000		0.895	582	04/17/2017
3133EDKP6	14-029	FEDERAL FARM CREDIT BANK	06/05/2014	4,000,000.00	4,018,216.00	4,006,193.48	1.070		0.990	719	09/01/2017
3133ED2D3	14-030	FEDERAL FARM CREDIT BANK	06/05/2014	1,000,000.00	1,013,445.00	1,010,886.64	1.550		0.999	736	09/18/2017
3133EETE0	15-014	FEDERAL FARM CREDIT BANK	05/15/2015	4,000,000.00	4,009,552.00	4,018,033.04	1.125		0.942	911	03/12/2018
3133EEQM5	15-015	FEDERAL FARM CREDIT BANK	05/21/2015	4,000,000.00	4,012,356.00	4,013,514.14	1.110		0.969	891	02/20/2018
3133EEP95	15-018	FEDERAL FARM CREDIT BANK	06/08/2015	4,000,000.00	4,002,924.00	3,991,468.70	1.100		1.180	992	06/01/2018
3133EE2F6	16-006	FEDERAL FARM CREDIT BANK	08/14/2015	4,000,000.00	4,014,056.00	4,012,245.59	1.220		1.108	1,016	06/25/2018
3133EE6G0	16-009	FEDERAL FARM CREDIT BANK	08/28/2015	4,000,000.00	4,003,728.00	4,009,306.16	1.150		1.068	1,058	08/06/2018
313375RN9	13-018	FEDERAL HOME LOAN BANK	04/22/2013	3,000,000.00	3,009,519.00	3,009,025.06	1.000		0.388	180	03/11/2016
3133834R9	13-022	FEDERAL HOME LOAN BANK	05/13/2013	4,000,000.00	3,998,356.00	3,997,764.03	0.375		0.447	285	06/24/2016
313383R78	14-001	FEDERAL HOME LOAN BANK	07/18/2013	4,000,000.00	4,007,632.00	4,001,338.61	0.750		0.710	309	07/18/2016
3130A0C65	14-010	FEDERAL HOME LOAN BANK	12/23/2013	4,000,000.00	4,002,852.00	3,993,575.20	0.625		0.751	472	12/28/2016
313379DD8	14-017	FEDERAL HOME LOAN BANK	02/28/2014	4,000,000.00	4,020,876.00	4,011,016.60	1.000		0.842	647	06/21/2017
3130A1NN4	14-021	FEDERAL HOME LOAN BANK	04/17/2014	4,000,000.00	4,012,036.00	3,995,908.43	0.875		0.936	619	05/24/2017

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September 12, 2015

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CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Federal Agency Issues - Coupon											
3133782N0	14-027	FEDERAL HOME LOAN BANK	05/08/2014	4,000,000.00	4,016,544.00	4,003,278.75	0.875		0.819	544	03/10/2017
313378A43	15-019	FEDERAL HOME LOAN BANK	06/08/2015	4,000,000.00	4,036,344.00	4,025,496.67	1.375		1.114	908	03/09/2018
3130A5UU1	16-004	FEDERAL HOME LOAN BANK	07/31/2015	4,000,000.00	3,999,496.00	3,995,781.35	1.050		1.088	990	05/30/2018
3130A6AE7	16-010	FEDERAL HOME LOAN BANK	09/01/2015	4,000,000.00	3,998,936.00	3,992,087.83	1.125		1.192	1,097	09/14/2018
3137EACT4	14-004	FEDERAL HOME LOAN MORT CORP	09/03/2013	4,000,000.00	4,057,400.00	4,049,147.97	2.500		0.738	257	05/27/2016
3137EAAM1	14-011	FEDERAL HOME LOAN MORT CORP	12/23/2013	4,000,000.00	4,246,820.00	4,233,870.04	5.000		0.834	522	02/16/2017
3137EAAM1	14-012	FEDERAL HOME LOAN MORT CORP	01/10/2014	4,000,000.00	4,246,820.00	4,226,032.58	5.000		0.965	522	02/16/2017
3137EADF3	14-022	FEDERAL HOME LOAN MORT CORP	04/17/2014	4,000,000.00	4,036,872.00	4,021,466.43	1.250		0.922	607	05/12/2017
3137EADJ5	15-002	FEDERAL HOME LOAN MORT CORP	09/02/2014	4,000,000.00	4,018,680.00	4,001,522.94	1.000		0.979	684	07/28/2017
3137EABA6	15-003	FEDERAL HOME LOAN MORT CORP	09/03/2014	4,000,000.00	4,363,956.00	4,336,807.49	5.125		1.174	796	11/17/2017
3137EADN6	15-006	FEDERAL HOME LOAN MORT CORP	12/04/2014	4,000,000.00	3,986,488.00	3,967,190.45	0.750		1.109	852	01/12/2018
3137EADH9	15-010	FEDERAL HOME LOAN MORT CORP	02/24/2015	4,000,000.00	4,019,708.00	4,015,137.04	1.000		0.787	655	06/29/2017
3135G0BA0	13-019	FEDERAL NATL MORTGAGE ASSN	04/22/2013	4,000,000.00	4,045,496.00	4,045,063.42	2.375		0.411	211	04/11/2016
31359M4D2	14-009	FEDERAL NATL MORTGAGE ASSN	12/20/2013	4,000,000.00	4,245,240.00	4,233,528.68	5.000		0.817	519	02/13/2017
3135G0ZB2	14-024	FEDERAL NATL MORTGAGE ASSN	05/02/2014	4,000,000.00	4,005,888.00	3,993,300.75	0.750		0.856	585	04/20/2017
3135G0MZ3	15-001	FEDERAL NATL MORTGAGE ASSN	08/28/2014	4,000,000.00	4,009,680.00	3,986,317.78	0.875		1.053	715	08/28/2017
3135G0PQ0	15-004	FEDERAL NATL MORTGAGE ASSN	10/01/2014	4,000,000.00	4,004,136.00	3,974,589.68	0.875		1.181	774	10/26/2017
3135G0MZ3	15-009	FEDERAL NATL MORTGAGE ASSN	02/20/2015	4,000,000.00	4,009,680.00	3,999,751.54	0.875		0.878	715	08/28/2017
3135G0TG8	15-016	FEDERAL NATL MORTGAGE ASSN	05/21/2015	4,000,000.00	3,994,380.00	3,994,864.89	0.875		0.929	879	02/08/2018
3135G0WJ8	16-003	FEDERAL NATL MORTGAGE ASSN	07/10/2015	4,000,000.00	3,982,820.00	3,989,108.83	0.875		0.978	981	05/21/2018
880591EQ1	14-015	TENNESSEE VALLEY AUTHORITY	01/21/2014	4,000,000.00	4,060,456.00	4,007,653.48	1.750		1.685	1,128	10/15/2018
880591EQ1	14-019	TENNESSEE VALLEY AUTHORITY	03/06/2014	3,966,000.00	4,025,942.12	3,986,256.58	1.750		1.578	1,128	10/15/2018
880591EC2	14-020	TENNESSEE VALLEY AUTHORITY	03/13/2014	4,000,000.00	4,339,004.00	4,303,229.63	4.500		1.429	931	04/01/2018
880591EA6	14-028	TENNESSEE VALLEY AUTHORITY	05/15/2014	4,000,000.00	4,339,000.00	4,328,183.03	5.500		0.978	674	07/18/2017
880591CU4	15-005	TENNESSEE VALLEY AUTHORITY	10/08/2014	4,000,000.00	4,463,816.00	4,446,244.62	6.250		1.194	824	12/15/2017
880591EQ1	16-001	TENNESSEE VALLEY AUTHORITY	07/08/2015	2,663,000.00	2,703,248.58	2,708,689.39	1.750		1.182	1,128	10/15/2018
880591CU4	16-002	TENNESSEE VALLEY AUTHORITY	07/08/2015	1,515,000.00	1,690,670.31	1,696,469.08	6.250		0.871	824	12/15/2017
Subtotal and Average				172,144,000.00	175,171,629.01	174,632,239.80			0.979	719	
Treasury Securities - Coupon											
912828TP5	13-003	UNITED STATE TREASURY	10/09/2012	3,000,000.00	2,999,706.00	2,999,986.87	0.250		0.330	2	09/15/2015
912828PJ3	13-004	UNITED STATE TREASURY	11/07/2012	4,000,000.00	4,010,156.00	4,008,154.07	1.375		0.414	78	11/30/2015
912828PM6	13-009	UNITED STATE TREASURY	12/19/2012	4,000,000.00	4,022,188.00	4,020,480.58	2.125		0.398	109	12/31/2015
912828KT6	13-013	UNITED STATE TREASURY	01/18/2013	4,000,000.00	4,043,436.00	4,042,433.65	2.375		0.422	200	03/31/2016
912828RF9	13-023	UNITED STATE TREASURY	06/04/2013	4,000,000.00	4,020,520.00	4,016,490.97	1.000		0.568	353	08/31/2016
912828RJ1	13-024	UNITED STATE TREASURY	06/27/2013	4,000,000.00	4,021,772.00	4,006,984.28	1.000		0.831	383	09/30/2016

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CITY OF SUNNYVALE
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Portfolio Details - Investments
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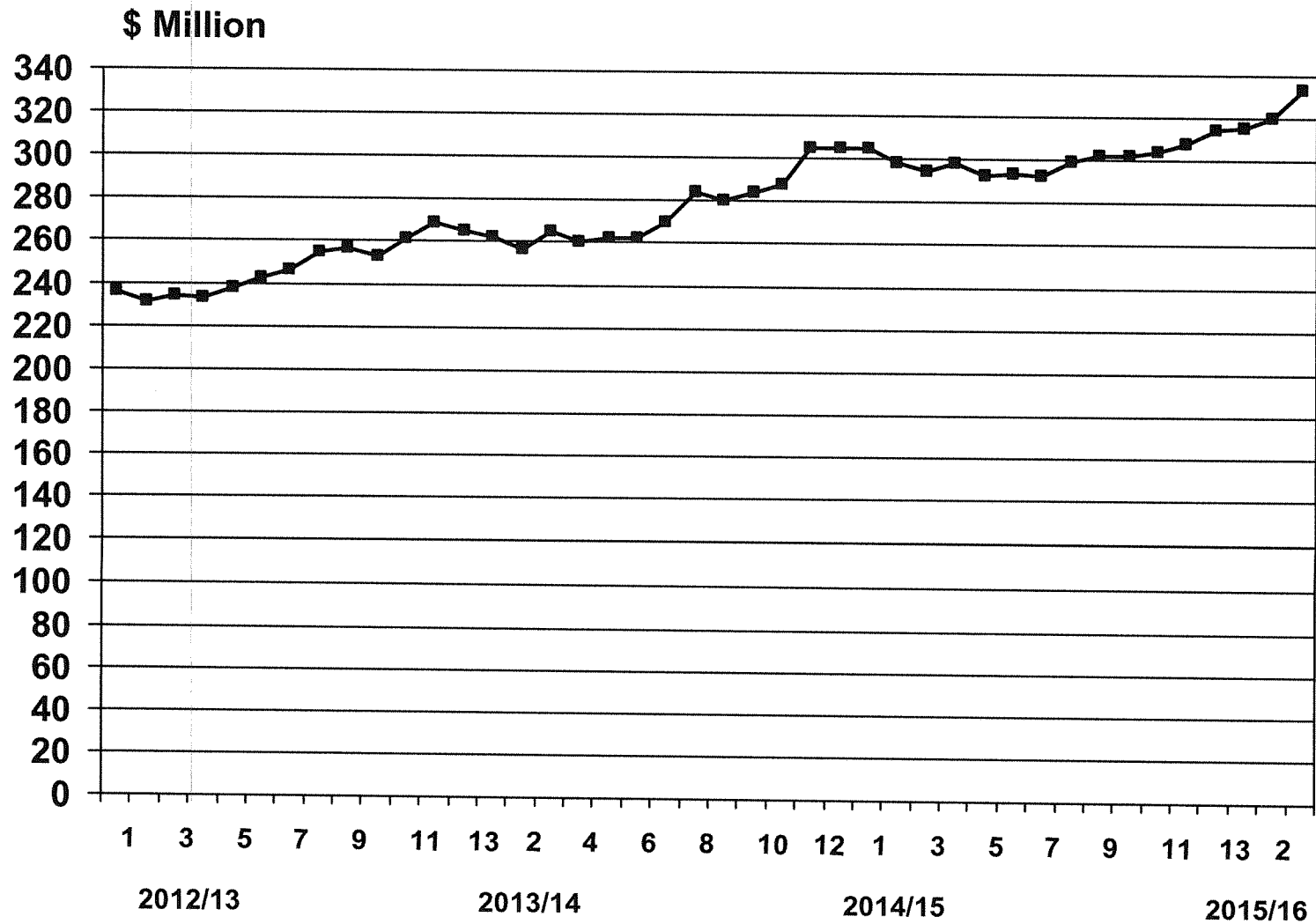
CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Treasury Securities - Coupon											
912828RJ1	14-002	UNITED STATE TREASURY	08/05/2013	4,000,000.00	4,021,772.00	4,014,077.83	1.000		0.660	383	09/30/2016
912828RF9	14-003	UNITED STATE TREASURY	08/19/2013	4,000,000.00	4,020,520.00	4,009,302.89	1.000		0.756	353	08/31/2016
912828RM4	14-005	UNITED STATE TREASURY	10/30/2013	4,000,000.00	4,022,396.00	4,017,926.16	1.000		0.600	414	10/31/2016
912828RU6	14-006	UNITED STATE TREASURY	11/22/2013	4,000,000.00	4,016,876.00	4,014,830.16	0.875		0.567	444	11/30/2016
912828RX0	14-007	UNITED STATE TREASURY	12/06/2013	4,000,000.00	4,016,720.00	4,011,652.54	0.875		0.648	475	12/31/2016
912828SC5	14-008	UNITED STATE TREASURY	12/09/2013	4,000,000.00	4,017,084.00	4,009,495.76	0.875		0.701	506	01/31/2017
912828SC5	14-013	UNITED STATE TREASURY	01/10/2014	4,000,000.00	4,017,084.00	3,998,633.39	0.875		0.900	506	01/31/2017
912828SM3	14-026	UNITED STATE TREASURY	05/08/2014	4,000,000.00	4,025,000.00	4,010,430.20	1.000		0.829	565	03/31/2017
912828VQ0	16-007	UNITED STATE TREASURY	08/19/2015	4,000,000.00	4,041,876.00	4,036,934.77	1.375		1.048	1,052	07/31/2018
912828RE2	16-008	UNITED STATE TREASURY	08/21/2015	4,000,000.00	4,055,780.00	4,056,206.33	1.500		1.017	1,083	08/31/2018
Subtotal and Average				63,000,000.00	63,372,886.00	63,274,020.45			0.674	439	
US Govt Mortgage Passthroughs											
313401TJ0	87-009	FEDERAL HOME LOAN MORT CORP	07/01/1994	11.45	11.54	11.73	10.000		9.680	170	03/01/2016
Subtotal and Average				11.45	11.54	11.73			9.680	170	
Municipal Bonds											
13063BNR9	12-004	Muni Bond -ST of CA Water Res	10/27/2011	4,000,000.00	4,004,320.00	4,000,000.00	2.674		2.670	18	10/01/2015
Subtotal and Average				4,000,000.00	4,004,320.00	4,000,000.00			2.670	18	
Total and Average				328,259,332.94	332,663,607.29	332,070,219.24			0.846	535	

CITY OF SUNNYVALE
Portfolio Management
Activity By Type
August 16, 2015 through September 12, 2015

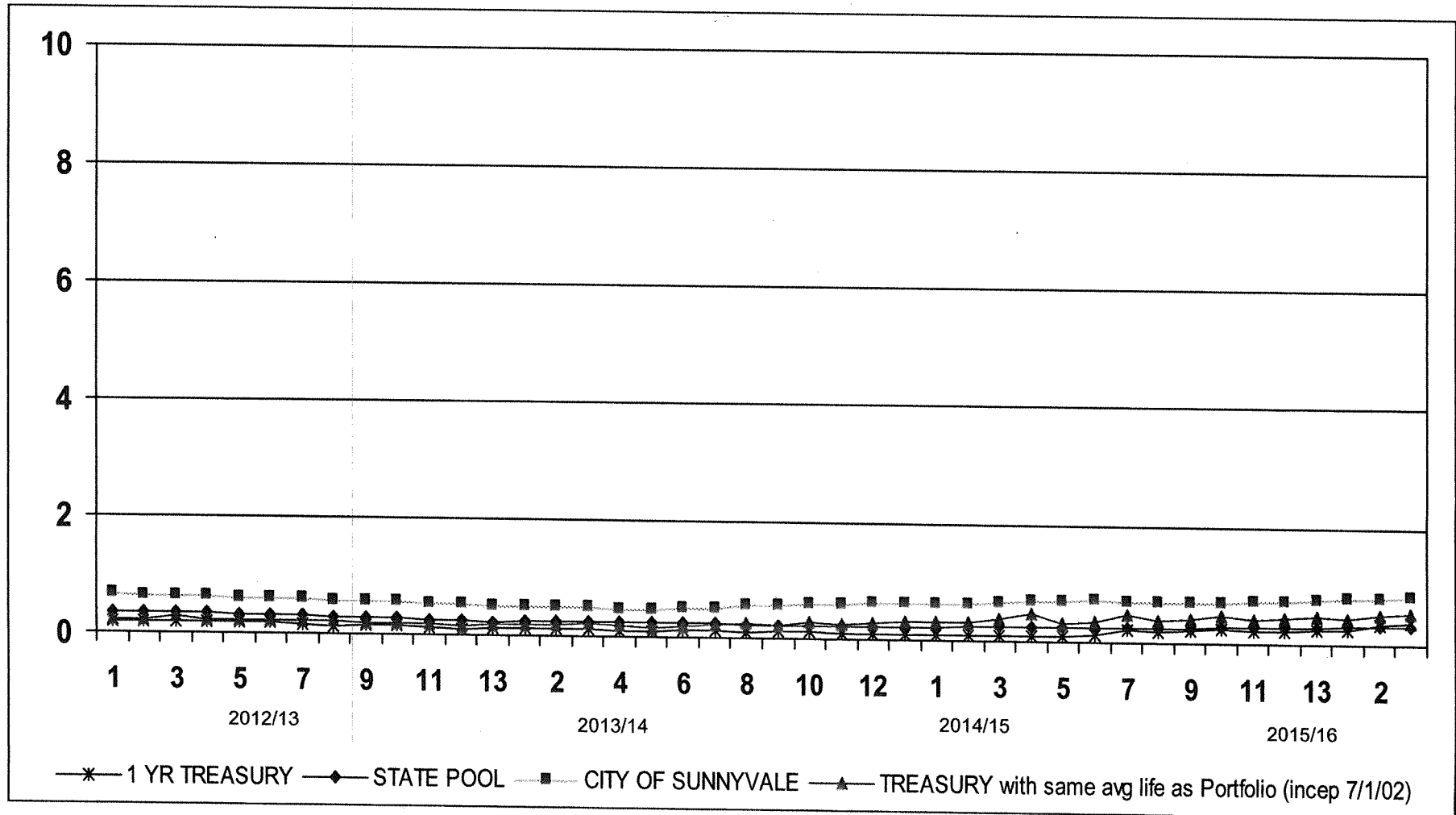
Page 1

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Managed Pool Accounts (Monthly Summary)							
Subtotal							49,990,321.49
Medium Term Notes							
Subtotal							40,173,625.77
Federal Agency Issues - Coupon							
3133EE6G0	16-009	FEDERAL FARM CREDIT BANK	1.150	08/28/2015	4,009,440.00	0.00	
313383V81	15-007	FEDERAL HOME LOAN BANK	0.375	08/28/2015	0.00	4,000,000.00	
3130A6AE7	16-010	FEDERAL HOME LOAN BANK	1.125	09/01/2015	3,992,000.00	0.00	
Subtotal					8,001,440.00	4,000,000.00	174,632,239.80
Treasury Securities - Coupon							
912828VQ0	16-007	UNITED STATE TREASURY	1.375	08/19/2015	4,037,812.50	0.00	
912828RE2	16-008	UNITED STATE TREASURY	1.500	08/21/2015	4,057,400.00	0.00	
Subtotal					8,095,212.50	0.00	63,274,020.45
US Govt Mortgage Passthroughs							
Subtotal							11.73
Municipal Bonds							
Subtotal							4,000,000.00
Total					16,096,652.50	4,000,000.00	332,070,219.24

INVESTMENT PORTFOLIO PORTFOLIO TREND



INVESTMENT PORTFOLIO COMPARISON OF ANNUAL YIELDS





City of Sunnyvale

Agenda Item

15-0971

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

REQUEST FOR CONTINUATION to November 10, 2015

File #: 2015-7259

Location: 423 E. Maude Ave. (APN: 204-21-006)

Zoning: R-3 (Medium Density Residential)

Proposed Project: Call for Review by the City Council of a decision by the Planning Commission approving related applications on a 0.59-acre site:

DESIGN REVIEW to allow 11 townhome units;

VESTING TENTATIVE MAP to subdivide one lot into 11 lots plus one common lot, and

VARIANCE to allow an average front yard setback along Maude Ave. of 18 feet 10 inches, where 20 feet average is required.

Applicant / Owner: Classic Communities / Robert Alonso Trustee

Environmental Review: Mitigated Negative Declaration

BACKGROUND

This item was scheduled and advertised for the City Council hearing on October 27, 2015. Staff requests the item to be continued to November 10, 2015 so that the appropriate staff is available to attend the meeting.

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 has also sent courtesy notices for the continuance to property owners and residents within 1,000 feet of the project site, as well as to the S.N.A.I.L., Stowell Orchard, and Lowlanders Neighborhood Associations.

RECOMMENDATION

Continue this item to November 10, 2015.

Prepared by: Noren Caliva-Lepe, Associate Planner

Reviewed by: Hanson Hom, Director, Community Development

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



City of Sunnyvale

Agenda Item

15-0757

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

Introduce an Ordinance to Amend Various Sections of the Sunnyvale Municipal Code Title 19 (Zoning) Related to Child Care Facilities (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 25, 2015)

REPORT IN BRIEF

The purpose of this study is to provide guidance to interested parties, staff and decision-makers about appropriate locations for commercial child care centers in Sunnyvale (Study Issue CDD 15-11, Attachment 1). In addition to preparing guidelines for appropriate locations for child care centers, expansion of industrial locations for child care centers is also evaluated. This report does not address family child care homes which are subject to separate State and local rules and are only allowed in the care giver's own home.

The guidelines for appropriate siting of child care centers address location considerations, parking and traffic issues, state regulations, safety concerns and compatibility with adjacent areas (Attachment 2).

The attached zoning code amendments (Attachment 3) revise the zoning code requirements for business-sponsored child care facilities in industrial areas of the city. Staff considered revising the code to allow commercial child care centers with a Use Permit in the Industrial and Service with the Place of Assembly combining district (M-S/POA), but due to concerns about use of hazardous materials in those areas, that option is not included in the draft ordinance.

The Zoning Code defines two types of child care centers: commercial child care and business-sponsored child care. Child care centers are currently allowed in Residential, Commercial, Office and Public Facilities Zoning Districts subject to the approval of a Use Permit. Child care in industrial zoning districts is limited to business-sponsored child care for which a company provides the facility on-site and for the exclusive benefit of its employees only.

Staff recommends Alternative 2 to amend the Zoning Code to:

- Consolidate business sponsored child care facilities into one category and remove the upper limit on the number of children allowed at these child care facilities.
- Require a Use Permit (UP) for business-sponsored child care facilities in Industrial zoning districts and a Special Development Permit (SDP) in the Moffett Park Specific Plan area.
- Require a Miscellaneous Plan Permit (MPP) for commercial child care facilities with 30 children or fewer in commercial, office and public facilities zoning districts (excludes residential districts).

Additionally, staff recommends Alternative 3 to approve the Guidelines for Commercial Child Care Centers in Sunnyvale (Attachment 2).

On August 24, 2015, the Planning Commission considered the item and voted unanimously to support the staff recommendations.

BACKGROUND

The City has taken a number of steps to encourage and promote the development of child care facilities in Sunnyvale. The City has a Youth and Family Resources Office that is dedicated to ensuring a high quality of life for youth and families as well as providing resources and services to child care providers. The City has also revised zoning regulations to facilitate development of child care centers, reduced fees for use permits for family child care homes requiring a public hearing, conducted studies on siting child care in various zoning districts, and provided loans to the Sunnyvale School District to purchase modular buildings to provide child care services and conduct pre-school programs.

In 2011, the Community Development Department initiated a study to address the issue of providing clear guidance to child care center providers, real estate brokers and other interested parties seeking information on appropriate locations for commercial child care centers in the City. This was in direct response to inquiries regarding placing child care centers at various locations throughout the City, many of which were considered by staff less than ideal for such use. Initial research was conducted by staff, but due to workload demands, completion of the study was deferred.

Prior to 1993, child care centers were approved in industrial areas as “other use compatible with the zoning district.” In 1993 child care centers were specifically prohibited in Industrial Zoning Districts in response to businesses’ concerns with the proximity of children to industrial operations involving hazardous materials. Allowing child care centers in industrially-zoned areas of the City was last reviewed in 1997-99. In December 1997, Council approved a work plan on appropriate siting of child care centers in Sunnyvale with a focus on industrial zoning districts (RTC 98-400). The purpose of that study was to find areas in employment intensive industrial districts in the City that are sufficiently distanced from hazardous and toxic materials. This study resulted in a follow up Report to Council (RTC 99-122, March 1999), and resulting Council action that led to prohibiting child care centers in industrial zoning districts, with the exception of allowing business-sponsored child care centers (up to a maximum of 30 children) subject to the approval of discretionary planning permits and distance and use restrictions related to hazardous materials. In more recent years, staff has received inquiries from businesses in industrial areas about locating child care centers in proximity to their business operations.

Existing Conditions Study

The City of Sunnyvale currently has 52 commercial child care centers with a total capacity of approximately 8,200 children (Attachment 4). These are non-residential programs licensed by the State Community Care Licensing Division. Most of these centers are located at religious facilities and public or private school locations, with a few located in low and medium density residential zoning districts. It is evident from the map of existing centers (Attachment 5) that there is a higher concentration of child care centers in the area south of El Camino Real. There are fewer child care centers north of El Camino Real, and these are primarily located within the Public Facilities (PF) Zoning District. The industrially zoned properties north of El Camino Real do not allow independent

child care centers. There is one legal nonconforming child care center in the industrial area on Arques Avenue that was approved prior to adoption of the code prohibiting the use in that zoning district.

Other Cities

Research on child care regulations in different cities in Santa Clara County show that two other jurisdictions allow child care uses within areas zoned for industrial use. The City of Mountain View allows a child care center in its Administrative, Research and Limited Industrial (ML) and General Industrial (MM) Zoning Districts, subject to the approval of a conditional use permit. In both districts, a child care center is restricted to those owned and operated on a company's site and intended to serve only the company's children, and required to be located no less than 1,000 feet from adjacent properties zoned for industrial use. This regulation is similar to Sunnyvale's current zoning regulations for business-sponsored child care centers in the industrial zoning districts (including Moffett Park).

The City of San Jose allows child care in four of its five industrial zoning districts. A conditional use permit is required for any child care use in these districts: Combined Industrial/Commercial (CIC), Transit Employment Center (TEC), Industrial Park (IP) and Light Industrial (LI), the latter two ONLY if the project location is designated in the General Plan as "combined industrial/commercial." Child care is not allowed in the Heavy Industrial (HI) Zoning District. San Jose's regulations on child care in industrial areas are a little less restrictive in the areas designated for lighter industrial and service uses.

The City Council is scheduled to consider this item on September 15, 2015.

EXISTING POLICY

General Plan:

From Land Use and Transportation (LT):

Policy LT-2.1 Recognize that the City is composed of residential, industrial and commercial neighborhoods, each with its own individual character; and allow change consistent with reinforcing positive neighborhood values.

Policy LT-4.2 Require new development to be compatible with the neighborhood, adjacent land uses and the transportation system.

Policy LT-4.3 Support a full spectrum of conveniently located commercial, public and quasi-public uses that add to the positive image of the city.

Policy LT-4.7 Support the location of convenient retail and commercial services (e.g., restaurants and hotels) in industrial areas to support businesses, their customers and their employees.

Policy LT-4.9 Allow industrial, residential, commercial and office uses in the Industrial to Residential (ITR) futures sites.

Policy LT-4.14 Support the provision of a full spectrum of public and quasi-public services (e.g., parks, day care, group living, recreation centers, religious institutions) that are appropriately located in residential, commercial and industrial neighborhoods and ensure that they have beneficial effects

on the surrounding area.

From Community Character (CC):

Policy CC-11.1 Give priority to the following services, facilities and amenities that:

- Are not readily available through other providers within or near Sunnyvale.
- Benefit under-served populations as identified in the U.S. Census and through community input.
- Fulfill a basic need or teach basic skills.
- In which the community demonstrates interest.
- Benefit a greater number of residents.
- Can be used by multiple users or serve multiple purposes.

COUNCIL POLICY: 5.0-Long-term Advocacy Positions - Socio-Economic

5.4.(1): Support childcare related legislation that establishes quality child care programs by appropriate regulations to protect health and safety, but minimizes regulatory obstacles, and advocates for and supports measures to encourage and involve industry in providing child care and/or child care benefits to their employees.

5.4(2): Support the establishment of quality standards for childcare providers and programs.

COUNCIL POLICY: 5.1.1-Socio-Economic

5.1H.1: Support efforts to increase the availability, quality and affordability of childcare in North Santa Clara County.

5.1J: Encourage and support a network of human services that provides for the basic needs of Sunnyvale's residents.

COUNCIL POLICY: 5.1.2-Child Care

This policy establishes the City's role in child care, providing staff with direction about which child care opportunities to pursue, including supporting the development of additional child care centers in Sunnyvale and actively reviewing the feasibility of establishing child care centers in the industrial areas of the City.

Precise Plan for El Camino Real

Policy 3.2.2 Maintain and enhance the retail sales tax revenue generated for the City.

ENVIRONMENTAL REVIEW

Although the proposed modifications to the ordinance are considered a project under the California Environmental Quality Act (CEQA), staff has concluded that adopting the proposed ordinance is exempt from CEQA under Guideline 15061(b)(3) because it can be seen with certainty that it will not have a significant effect on the environment.

Projects that are subject to the requirements of the amended chapters will be environmentally evaluated on an individual basis.

DISCUSSION

Siting of Child Care Centers and Guidelines

Staff has received many inquiries about locating commercial child care in the City, especially in retail commercial areas of the City. In general, staff has discouraged larger child care operations from considering sites along El Camino Real because of the presence of high traffic volumes, concern about the compatibility with surrounding uses, and to preserve shopping centers for more traditional retail uses. Concerns with allowing commercial child care operations in residential areas include possible increase in traffic or noise. The challenge is finding appropriate locations within the City for this use.

This study focuses on analyzing potential areas for commercial child care centers, identifying constraints and developing guidelines that would help the public in gaining a clear understanding of the key criteria used in determining appropriate locations for such facilities throughout the City.

Three sets of guidelines for siting child care centers are proposed for Residential, Commercial and Industrial Zoning Districts (see Attachment 2). These guidelines specify the key issues that should be taken into consideration in the selection of appropriate sites and addresses site and location considerations, noise impacts and compatibility with adjoining uses. The guidelines will be available for potential child care operators, staff and decision-makers in reviewing potential child care centers.

General Requirements

The Guidelines include several items to be considered for child care centers in any location. These include parking, circulation, pick-up and drop-off, site design and outdoor activity space. There are also environmental and operational criteria related to noise levels and air quality.

Location Guidelines for Residential Zoning Districts

Key challenges in residential neighborhoods include traffic flow, limited parking availability, outdoor activity space, neighborhood compatibility, and potential noise impacts on neighbors. There are few residential sites in the City that are large enough to allow for large outdoor activity areas, 75 square feet per child as required by the State (see Attachment 6) and pick-up/drop-off locations without affecting traffic flow in the neighborhood. The guidelines identify criteria to be met such as location in an area of a residential neighborhood that would minimize the impact on the area. For example, an appropriate site may need to be larger than standard residential lots (9,000 square feet or larger) and located at the corner of street intersections facing busy thoroughfares, including arterials and residential collector streets; there are a few residentially zoned child care centers in Sunnyvale that meet these criteria.

Location Guidelines for Commercial Zoning Districts

The location guidelines for commercial properties include general guidelines applicable to all commercial properties as well as specific guidelines that apply to commercial properties located along El Camino Real and elsewhere in the City. The required outdoor activity area could create limitations on appropriate siting of the uses, especially in commercial areas such as shopping centers where space is devoted to storage, deliveries and parking. The State minimum of 75 square feet of outdoor activity space per child would mean 3,750 square feet of outdoor area for 50 children.

El Camino Real corridor: The majority of properties along El Camino Real are zoned C-2/ECR (Highway Business/Precise Plan for El Camino Real). Given the character of land uses along El Camino Real in Sunnyvale and the fact that it is the primary retail and mixed-use corridor of the City, staff has concerns with allowing child care centers along the corridor. Conflicts with other on-site

operations for shopping centers and the presence of incompatible uses pose issues for allowing businesses devoted to the care of children. Appropriate sites for child care centers could be stand-alone properties outside Precise Plan nodes with outdoor activity space and sufficient parking. One child care center has been approved on El Camino Real. The concept of locating child care centers on El Camino Real can be further evaluated during the update to the Precise Plan.

Commercially zoned properties other than those along El Camino Real: Properties with C-1 zoning (Neighborhood Commercial) are interspersed throughout the residentially zoned areas in the City and are typically located at the crossroads of major streets enclosing a neighborhood. Typically, C-1 sites are comprised of older, single-story, strip centers with the building located at a significant setback from the street and parking in front of the building. Given the neighborhood context of these sites, some C-1 properties may be more conducive to child care facility type uses, provided these sites meet site safety, outdoor space, parking, and circulation requirements. Noise, parking, circulation and availability of outdoor activity space would have to be assessed on a case by case basis.

Potential Zoning Code Amendments

In addition to considering guidelines for the appropriate locations of child care centers, it is prudent to include a review of whether to expand the zoning districts and locations in which they can be located. Except for business sponsored child care centers, commercial child care facilities have been prohibited in industrial locations since 1993 due to safety concerns. When looking at the map of child care centers in the city, however, it can be seen that there are only a few near the employment centers of the city. There are limited residential and commercial areas in the northern part of the city, and not many options for new child care facilities.

In reviewing the options for addressing this issue, two main options are possible. One is to make it easier for businesses to add child care centers as part of their campus or building. The other is to open parts of the industrially-zoned areas to potential commercial child care centers. These considerations need to be balanced with health and safety considerations. The following sections review these options:

Business Sponsored Child Care Centers

An additional option to consider is removing the limitations on the allowed number of children for business-sponsored child care. No large or small business sponsored facilities have been permitted in Sunnyvale; however staff has been approached by businesses interested in having larger centers in closer proximity to their sites. The nature of some businesses' industrial activities has changed which may allow revision of some of the current restrictions. Removal of the limitation on the number of children allowed for business-sponsored child care located within the industrial and Moffett Park Districts may open up the opportunity for companies to offer such a facility on-site for the benefit of their employees. The current maximums of 14 and 30 children for small and large business-sponsored, respectively, appear relatively low in comparison to the actual number of people employed by larger companies in the Moffett Park area. Removing the distinction between "small" and "large" business-sponsored child care, maintaining a single definition of such a facility, removing the cap on number of children and having one process (Use Permit) reduces confusion, streamlines the regulations and may allow a greater number of employees to benefit from such a service. The size of these facilities would be reviewed on a case-by-case basis with a discretionary land use permit (Use Permit or Special Development Permit, depending on the location).

The current regulations for business-sponsored child care require a minimum separation of 1000 feet

between the child care facility and hazardous materials. The current regulations also require use restrictions on the subject (and nearby properties if within 1000 feet). Removing the location restrictions placed on business-sponsored child care would potentially open up the opportunity to address these concerns on a case-by-case basis as part of the review process. Furthermore, the current location requirement, although necessary to protect the needs of children under 18, severely limits the ability of businesses located in the industrial district to provide on-site child care for their employees' children. Incorporating restrictions for business-sponsored child care centers, including the requirement for a safety plan and acknowledgment in writing of locating within and adjacent to industrial areas in Chapter 19.98 (General Procedures) would allow for a more streamlined and consistent review of commercial child care in the industrial area.

Expanding Potential Areas to Industrial-Zoned Properties

Existing restrictions on child care in the industrial zoning districts limit opportunities for locating child care in north Sunnyvale, an area where a majority of the City's workforce is located. In reviewing the option, staff looked at finding limited industrial locations with minimized risk of being close to hazardous materials and processes. Staff considered the option of allowing child care centers in the Place of Assembly (POA) areas, since it allows other uses with sensitive populations, such as community centers, places of worship, and recreation and enrichment (educational) uses.

Adopted in 2006, the M-S/POA Districts are located along the outer edges of five industrial neighborhoods (see Attachment 7). The POA locations were initially chosen because those areas may relate to non-industrial uses in addition to the industrial uses. Because the M-S/POA District has already been identified as potentially appropriate for uses other than general industrial and service, allowing commercial child care as a potentially permitted use falls within the overall principles of the POA combining district.

The primary concerns with the POA option is the proximity of children near businesses that use and store hazardous materials on their property. These areas are still zoned industrial, as are most of the adjacent properties. Children may be present in an approved POA use for limited time (e.g. two to three hours a week); whereas children will typically stay at child care 40 plus hours a week. At business-sponsored child care facilities, the parents should be more fully aware of any potential risk to their children and would be available on site to quickly respond to possible emergencies. Because of concerns about possible hazardous materials uses on nearby properties, staff is not recommending allowing commercial child care facilities in the POA combining district.

Recommended Approvals for Commercial Child Care Centers

- Residential Districts: No change proposed. A Use Permit is required.
- Commercial Districts: Allow child care centers with up to 30 children with an MPP (instead of a Use Permit), and continue to require a Use Permit for 31 children or more.

Recommended Approval for Business-Sponsored Child Care Centers

- Industrial Districts: Require a discretionary permit (Use Permit or Special Development Permit depending on location) for all sizes of business sponsored (on-site) child cares and determine the maximum size with each permit.

FISCAL IMPACT

There are no fiscal impacts to the City for modifying requirements for commercial child care centers

or approving location guidelines for the appropriate siting of such facilities.

PUBLIC CONTACT

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

Public Outreach

A community outreach meeting was held on Thursday, May 14, 2015. Noticing was sent through the Youth and Family Resource Office to child care providers and patrons and through Economic Development to local businesses and business associations, including the Moffett Park Business Group. No comments were received during the outreach meeting. Some comments were received in response to the noticing of the outreach meeting from concerned members of the community. These comments revolved around concerns with overflow parking, traffic impediments caused by drop-off/pick-up schedules and increases in noise and trash in surrounding areas (see Attachment 8).

This study issue was also included as a topic in the City's Open City Hall website, where community members were prompted to complete a brief survey about commercial child care. Based on the responses received thus far, community members are open to the idea of allowing commercial child care centers in the industrial district, as long as safety and activity space requirements are met and traffic issues are addressed. Furthermore, some community members felt that the proposed options helped to provide more child care choices for people who live and/or work adjacent to industrial areas. Comments were made that child care centers are not appropriate in multi-family residential areas because of negative impacts on traffic, circulation and parking caused by such a use.

Planning Commission Action

The Planning Commission heard the item on August 24, 2015, and no member of the public spoke on the item. The Commission voted 7-0 to support the staff recommendation (see Attachment 9 for Planning Commission minutes).

ALTERNATIVES

1. Find that the project is exempt from CEQA under Guideline 15061(b)(3).
2. Introduce an ordinance (Attachment 3) to amend Chapters 19.12, 19.18, 19.20, 19.22, 19.24, 19.29 and 19.98 of Title 19 of the Sunnyvale Municipal Code to: consolidate business-sponsored child care facilities into one category and remove the upper limit on the number of children allowed at these child care facilities; require a Use Permit (UP) for business-sponsored child care facilities in industrial zoning districts and a Special Development Permit (SDP) in the Moffett Park Specific Plan area; and require a Miscellaneous Plan Permit (MPP) for commercial child care facilities with 30 children or fewer in commercial, office and public facilities zoning districts (excludes residential districts).
3. Approve the Guidelines for Commercial Child Care Centers (Attachment 2).
4. Introduce an ordinance with modifications to the staff recommendation.
5. Approve the Guidelines with modifications.
6. Do not introduce the ordinance or approve the Guidelines and make no changes at this time.

RECOMMENDATION

Alternatives 1, 2 and 3: 1) Find that the project is exempt from CEQA under Guideline 15061(b)(3); 2)

Introduce an ordinance (Attachment 3) to amend Chapters 19.12, 19.18, 19.20, 19.22, 19.24, 19.29 and 19.98 of Title 19 of the Sunnyvale Municipal Code to consolidate business-sponsored child care facilities into one category and remove the upper limit on the number of children allowed at these child care facilities; require a Use Permit (UP) for business-sponsored child care facilities in industrial zoning districts and a Special Development Permit (SDP) in the Moffett Park Specific Plan area; and require a Miscellaneous Plan Permit (MPP) for commercial child care facilities with 30 children or fewer in commercial, office and public facilities zoning districts (excludes residential districts); and 3) Approve the Guidelines for Commercial Child Care Centers.

The guidelines for commercial child care will clarify the current ambiguities in locating appropriate sites for commercial child care in the City and will provide better direction in considering new locations. Removing the limits on the number of children allowed for business-sponsored child care will allow the opportunity for more child care centers to be located in an area where there may be a substantial need for such a use. In addition, because the business profile has evolved in the City's industrial areas to reflect more office uses, easing restrictions will offer more opportunities for child care facilities to better serve Sunnyvale residents and employees.

Prepared by: Andrew Miner, Principal Planner

Reviewed by: Trudi Ryan, Planning Officer

Reviewed by: Hanson Hom, Director, Community Development

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Study Issue Paper
2. Draft Guidelines for Child Care Centers, August 2015
3. Draft Ordinance Amending Title 19
4. Table: FY 2013-14 Child Care Slots/Facility Type Summary
5. Map of Existing Child Care Centers
6. California Child Care Center Licensing Regulation Highlights
7. M-S/POA District Map
8. Public Comments
9. Planning Commission Minutes of August 24, 2015



City of Sunnyvale

Agenda Item

14-0794
Agenda Date: 1/30/2015

2015 COUNCIL STUDY ISSUE

NUMBER

CDD 15-11

TITLE Appropriate Locations for Child Care Facilities

BACKGROUND

Lead Department: Community Development
Support Department(s): N/A

Sponsor(s):
 City Manager

History:
 1 year ago: N/A
 2 years ago: N/A

SCOPE OF THE STUDY

What are the key elements of the study?

This study would provide clear guidance to child care center providers, real estate brokers and other interested parties seeking information on appropriate locations for child care centers in the City. In the past few years there have been numerous inquiries about placing day care centers at various locations, many of which may not be appropriate for that use. Examples include sites in single family neighborhoods, along the El Camino Real corridor adjacent to auto repair /adult entertainment businesses, and sites in industrial zoning districts. Staff has discouraged applicants from locating at sites that could be considered inappropriate for child care uses. About 2 years ago staff conducted an existing conditions assessment of child care centers in Sunnyvale, and analyzed opportunities and concerns associated with locating such facilities in different zoning districts. The study would complete these efforts and develop guidelines for locating child care centers.

What precipitated this study?

Numerous inquiries about where to site child care centers, but not having clear guidelines to assist all parties in considering the request.

Planned Completion Year: 2015

FISCAL IMPACT

Cost to Conduct Study

Level of staff effort required (opportunity cost): Moderate

Amount of funding above current budget required: 0

14-0794

Agenda Date: 1/30/2015

Funding Source: N/A

Explanation of Cost: N/A

Cost to Implement Study Results

No cost to implement

EXPECTED PARTICIPATION IN THE PROCESS

Council-approved work plan: No

Council Study Session: No

Reviewed by Boards/Commissions: Planning Commission

STAFF RECOMMENDATION

Position: Support

Explanation: Providing clear standards and expectations is a key part of the City's responsibility to the community. This study would improve communication on this specific issue.

Prepared by: Andrew Miner, Principal Planner

Reviewed by: Trudi Ryan, Planning Officer

Reviewed by: Hanson Hom, Director, Community Development

Reviewed By: Robert A. Walker, Assistant City Manager

Approved By: Deanna J. Santana, City Manager

DRAFT

Guidelines for Commercial Child Care Centers in Sunnyvale

The City supports establishing quality child care programs by appropriate regulations to protect health and safety and encouraging and involving industry in providing child care to their employees. Child care centers are desirable on sites that are able to adequately accommodate the requirements of parking, on-site circulation, setbacks and outdoor activity space. A successful child care center normally begins with early discussions with Planning, Building, the Department of Public Safety and the Sunnyvale Youth and Family Resources Office.

The following guidelines are intended as a reference point and designed to address citywide issues and should not be construed as the only requirements for each individual site. Proposals are reviewed on a case-by-case basis to account for the unique circumstances of each property and proposal. When a child care center is subject to California State licensing standards which are more restrictive than the guidelines listed below, the State licensing standards shall govern.

LOCATION GUIDELINES

The location of the child care center is critical to a child's safety, well-being and quality of care.

Residential Areas

Child care centers differ from family care facilities in that a child care facility is a commercial use where no one lives in the dwelling where the use occurs. An important factor to consider when locating within a residentially-zoned area is to ensure this commercial component is compatible with the surrounding residential uses. Operators must be attentive to not only the needs of the child care center, but also to the adjacent neighborhood.

1. New child care centers should be located on larger residential lots (9,000 sf or more) to adequately accommodate requirements for parking, site circulation and outdoor activity space.
2. Child care centers can be located in residential areas on major collector and arterial streets.
3. Child care centers should consider locating on corner lots at street intersections.
4. Child care centers should not be located on residential streets with limited accessibility, such as those that terminate in a cul-de-sac, in order to prevent traffic congestion within the neighborhood.

Commercial Areas

Commercially-zoned areas can include many different types of uses, some of which may not be compatible with the presence of many children. Examples include auto repair uses, businesses with high turnover of cars entering and leaving the facility, the use of chemicals or processes that could endanger children, and adult businesses. Also, finding appropriate locations for outdoor play areas that do not conflict with surrounding uses can be difficult.

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El Camino Real Corridor (ECR/C-2 Zoning District)

Given the character of land uses along El Camino Real, and the fact that it is a major retail and mixed-use corridor, there are limited opportunities for child care center uses.

1. Child care centers should be located on stand-alone properties outside nodes, as defined in the Precise Plan for El Camino Real.
2. Child care centers should not be located within close proximity to adult businesses, auto repair uses and hazardous material sites.
3. Child care centers should not be located in shopping centers in order to avoid parking, circulation and outdoor activity space conflicts.

General Commercial (C-1, C-2, and C-4) and Administrative and Professional Office (O) Zoning Districts

Properties zoned C-1 are interspersed throughout the residentially zoned areas in the City and are typically located at the crossroads of a neighborhood. Given the neighborhood context of these sites, C-1 zoned properties may be more conducive to a child care center, provided these sites meet site safety, outdoor activity space, and parking and circulation requirements. There are a few C-2 zoned properties located in the area north of Central Expressway that are adjacent to residentially zoned properties. These C-2 sites may also be appropriate for a child care center use from a location and use compatibility standpoint.

1. Child care centers are not encouraged within strip malls and multi-tenant shopping centers in order to avoid parking, circulation and outdoor activity space conflicts. Satellite building or end-unit units that can isolate from other tenants are more appropriate.

Public Facility Areas

This district comprises the most compatible areas for child care, as it is reserved for the use and occupancy of educational buildings and facilities and other uses compatible with the public character of the district. New child care centers are highly encouraged on existing school sites in this district.

Industrial Areas

Child care centers are allowed in industrial areas only as business-sponsored facilities (where the facility is for the exclusive use of on-site employees.)

1. Business-sponsored child care centers should be located at least 50 feet from an adjacent property to lessen the potential for adjacent businesses affecting children on-site.
2. Child care centers are best located in corporate office areas where no on-site hazardous materials are used.
3. Child care centers should be located more than 500 feet from any automobile service stations.

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4. Child care centers should not be located adjacent to a business that uses, sells or stores significant amounts of hazardous materials or creates high noise levels or fumes.

Specific Plans

Regulations and guidelines for child care centers in the following areas are addressed in the specific plan document for that area:

Downtown

A Special Development Permit (SDP) is required for a commercial child care center in the area designated as the Downtown Specific Plan Area. Refer to the use tables in the Zoning Code to determine which downtown blocks allow child care centers.

Lakeside

An SDP or MPP is required for a child care center in the Lakeside Specific Plan Area. Refer to the Lakeside Specific Plan for additional information.

Lawrence Station

The specific plan for the Lawrence Station Area is pending. These guidelines will be updated when those regulations are adopted.

Moffett Park

Only business-sponsored child care centers are allowed within the Moffett Park subdistricts. Refer to the use table in the Zoning Code for additional information.

Peery Park

The specific plan for Peery Park is pending. These guidelines will be updated when those regulations are adopted.

GENERAL GUIDELINES

1. Site Considerations

a. Parking

1. All new child care centers are required to provide parking in accordance with Chapter 19.46 of the Sunnyvale Zoning Code, which requires 1 parking space per employee during maximum shift and 1 parking space for every 4 children.
2. Child care centers should provide adequate short-term parking to accommodate pick-up and drop-off areas which are not located in the public right-of-way.
3. The location of parking for the child care center should be easily identifiable and separated from any parking required for other uses in the surrounding area in order to reduce parking conflicts.
4. Separate lanes designated for ingress and egress of vehicular traffic should be considered in parking areas to minimize negative impacts on parking lot flow.
5. Parking areas should, to the extent possible, provide accommodation for the disabled.

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6. Residential sites should provide designated long-term parking areas for employees and short-term parking areas for pick-up and drop-off.

b. Pick-up/Drop-off Areas and Circulation

1. A pick-up/drop-off area should be established in close proximity to the entrance to the child care center to ensure that children are not placed at risk.
2. To the extent possible, there should be accommodation for the disabled to park in this area.
3. Adequate area for pick-up/drop-off should be provided so that off-site traffic flow is not negatively impacted by on-street stacking or stopping. Sufficient turn-around areas should be provided so that traffic associated with the child care center does not back up onto public roadways.
4. Access to pick-up/drop-off areas should be easily identifiable and located so as not to negatively impact or interfere with on-site traffic circulation. Adequate area should be provided to absorb on-site queuing requirements during peak hour traffic to minimize any negative impacts to on-site circulation.
5. For multi-tenant sites, pick-up/drop-off areas should be separated from other tenant parking to reduce parking conflicts.

c. Site Design

1. All new child care centers are required to conform to the setback requirements of the zoning district designated for the site.
2. The site of the child care center should allow for the safe arrival and departure of children.
3. The site should be a defensible space with a secure perimeter and controlled access.

d. Outdoor Activity Space

1. Outdoor activity space for a child care center is regulated by and subject to the California State Licensing requirements and should meet the standards established by Title 22 of the California Code Regulations.
2. The outdoor activity space should be secured and designed in a way that minimizes noise impacts on adjoining and surrounding properties.
3. The outdoor activity space should be located in an area with ease of access from inside the child care center.
4. The outdoor activity space should be secured and enclosed with a minimum 6 foot fence for child security. A 6-foot wood or masonry fence is required along the boundaries with residential uses.
5. In residential areas, the outdoor activity space should be located to maintain the residential character (typically behind the building).
6. In commercial areas, the location of the outdoor activity space in the front of the building may be considered, provided the area is secure, and the use is compatible with the commercial character of the neighborhood.

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2. Environmental and Operational Considerations

- a. Child care center providers are strongly encouraged to review and practice the “Good Neighbor Tips for Child Care Providers Operating in Residential Neighborhoods” in all locations. These tips can be found at ChildCare.inSunnyvale.com. The child care center should not be located near noise sources such as major highways, busy street intersections, railroad lines or airport flight paths without mitigation. If proximity to high levels of noise is unavoidable, an acoustical analysis may be required and acoustical measures may be necessary.
- b. As a general rule, the child care center should be located in areas where the noise or sound level does not exceed sixty dBA during daytime.
- c. Child care centers at locations adjacent to residential developments should be designed to minimize noise impacts on residents.
- d. Child care centers located adjacent to residential uses may be conditioned to typically operate from 6:00 a.m. to 7:00 p.m., Monday through Friday. Proposals for operations outside of these hours may be considered on a case-by-case basis.
- e. An air quality analysis may be required for proposals adjacent to major highways, busy street intersections and industrial areas.

ORDINANCE NO. _____-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND TITLE 19 (ZONING) OF THE SUNNYVALE MUNICIPAL CODE RELATING TO CHILD CARE CENTERS

WHEREAS, pursuant to study issue CDD 15-11, the City Council has reviewed the provisions in the zoning code related to business-sponsored child care centers, and desires to make certain changes to the code for the purpose of locating child care centers in areas of the City deemed as appropriate for such use.

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

SECTION 1. SECTION 19.12.040 AMENDED. SECTION 19.12.040 of Chapter 19.12 (Definitions) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.12.040. "C"

(1) [Text unchanged]

(2) "Child care center" means a building or portion thereof in which nonresident children under eighteen years of age receive care and supervision for less than a twenty-four-hour period. "Child care center" includes infant centers, preschools, centers for mentally ill children and extended day care of school-age children but does not include "family child care homes."

(a) ~~"B~~Small business sponsored" means a child care center ~~for a maximum occupancy of fourteen children,~~ sponsored by the business located on the same site and for the care of children of on-site employees. ~~The location of the center shall be at least one thousand feet from another industrial property, or owners of industrial properties located within one thousand feet of the child care center must record an agreement not to use acutely hazardous materials as listed in the state's CalARP program.~~

~~(b) "Large business sponsored" means a child care center for a maximum occupancy of thirty, sponsored by the business located on the same site and for the care of children of on-site employees. The location of the center shall be at least one thousand feet from another industrial property, or owners of industrial properties located within one thousand feet of the child care center must record an agreement not to use acutely hazardous materials as listed in the state's CalARP program.~~

(3) - (16) [Text unchanged]

SECTION 2. SECTION 19.12.050 AMENDED. SECTION 19.12.050 of Chapter 19.12 (Definitions) of the Sunnyvale Municipal Code is hereby amended and renumbered to read as follows:

19.12.050. “D”

~~(1) “Day care center” means a building or portion thereof in which individuals receive care and supervision for less than a twenty four hour period for compensation or profit. “Day care center” does not include “family child care homes.”~~

~~(21)~~ – ~~(1413)~~ [Renumbered; text unchanged]

SECTION 3. TABLE 19.18.030 AMENDED. TABLE 19.18.030 of Chapter 19.18 (Residential Zoning Districts) of the Sunnyvale Municipal Code is hereby amended to read as follows:

TABLE 19.18.030

Permitted, Conditionally Permitted and Prohibited Uses in Residential Zoning Districts

In the table, the letters and symbols are defined as follows:

P = Permitted use

MPP = Miscellaneous Plan Permit required

UP = Use Permit required

SDP = Special Development Permit required

N = Not permitted, prohibited

RESIDENTIAL ZONING DISTRICTS	R-0/R-1	R-1.5	R-1.7/PD	R-2	R-3	R-4	R-5	R-MH
<i>1. – 3. [Text unchanged.]</i>								
<i>4. Commercial Uses</i>								
A. Child care/ <u>adult</u> day care center/nursery schools	UP	UP	SDP	UP	UP	UP	UP	P ²
<i>B. – D. [Text unchanged.]</i>								
<i>5. – 7. [Text unchanged.]</i>								

1 – 6

[Text unchanged.]

SECTION 4. TABLE 19.20.030 AMENDED. TABLE 19.20.030 of Chapter 19.20 (Commercial Zoning District) of the Sunnyvale Municipal Code is hereby amended to read as follows:

TABLE 19.20.030
Permitted, Conditionally Permitted and Prohibited Uses in Commercial Zoning Districts

In the table, the letters and symbols are defined as follows:

P = Permitted use
UP = Use permit required
MPP = Miscellaneous plan permit
N = Not permitted, prohibited

COMMERCIAL ZONING DISTRICTS	C-1	C-2	C-3	C-4
<i>1. – 2. [Text unchanged.]</i>				
<i>3. Personal Service</i>				
A. Child care centers with occupancy of 30 or fewer persons <u>children</u>	MPP	MPP <u>UP</u>	UP <u>MPP</u>	UP <u>MPP</u>
B. Child care centers with occupancy of 31 or more persons <u>children</u>	UP	UP	UP	UP
C. – D. [Text unchanged.]				
<i>4. – 10. [Text unchanged.]</i>				

¹⁻⁹ [Text unchanged.]

SECTION 5. TABLE 19.22.030 AMENDED. TABLE 19.22.030 of Chapter 19.22 (Industrial Zoning Districts) of the Sunnyvale Municipal Code is hereby amended and renumbered to read, as follows:

TABLE 19.22.030
Permitted, Conditional Permitted and Prohibited Uses in Industrial Zoning Districts

In the table, the letters and symbols are defined as follows:

P = Permitted use
MPP = Miscellaneous plan permit required
UP = Use permit required
N = Not permitted, prohibited
FAR = Floor area ratio restrictions
> = Greater than
N/A = FAR does not apply

Use Regulations by Zoning District USE	M-S Zoning Districts FAR ³	M-S Zoning Districts	M-S/POA Zoning Districts	M-3 Zoning Districts FAR ³	M-3 Zoning Districts
1. – 2. [Text unchanged.]					
3. <i>Commercial</i>					
A. – E. [Text unchanged.]					
F. Childcare centers, small-business- sponsored (maximum 14 children)	N/A	<u>MPPUP</u>	<u>MPPUP</u>	N/A	<u>MPPUP</u>
G. Childcare centers, large-business sponsored (maximum 30 children)	N/A	UP	UP	N/A	UP
H-G – ML . [Text unchanged; renumbered.]					
4. – 6. [Text unchanged.]					

¹⁻⁴ [Text unchanged.]

SECTION 6. TABLE 19.24.030 AMENDED. TABLE 19.24.030 of Chapter 19.24 (Office and Public Facilities Zoning Districts) of the Sunnyvale Municipal Code is hereby amended to read as follows:

TABLE 19.24.030
Permitted, Conditionally Permitted and
Prohibited Uses in Office and Public Facilities Zoning Districts

In the table, the letters and symbols are defined as follows:

P = Permitted use

UP = Use permitted required

MPP = Miscellaneous plan permit required

N = Not permitted, prohibited

OFFICE AND PUBLIC FACILITIES ZONING DISTRICTS	O	P-F
1. – 2. [Text unchanged.]		
3. <i>Personal Service</i>		
A. Child care centers with occupancy of 30 or fewer persons children	<u>MPPUP</u>	MPP
B. Child care centers with occupancy of 31 or more persons children	UP	UP
4. – 6. [Text unchanged.]		

¹⁻² [Text unchanged.]

SECTION 7. TABLE 19.28.080 AMENDED. TABLE 19.28.080 of Chapter 19.28 (Downtown Specific Plan District) of the Sunnyvale Municipal Code is hereby amended to read as follows:

In the table, the letters and symbols are defined as follows:

P = Permitted use

SDP = Special development permit required

MPP = Miscellaneous plan permit required

UP = Use permit required

N = Not permitted, prohibited

DSP RESIDENTIAL BLOCKS	4, 5, 14, 15, 16, 23	6, 10a	8, 9, 10, 11, 12, 17	8a	8b, 9a
1. – 2. [Text unchanged.]					
3. Commercial Uses					
A. Child care/ <u>adult</u> day care center/nursery schools	SDP	SDP	SDP	SDP	SDP
B. – C. [Text unchanged.]					
4. – 6. [Text unchanged.]					

¹⁻³ [Text unchanged.]

SECTION 8. TABLE 19.29.050 AMENDED. TABLE 19.29.030 of Chapter 19.29 (Moffett Park Specific Plan District) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Table 19.29.050
Permitted, Conditionally Permitted and Prohibited Uses
in MPSP Subdistricts

In the table, the letters and symbols are defined as follows:

P = Permitted use. A Moffett Park Design Review Permit is required pursuant to Section 19.29.050(c). Development exceeding the standard FAR limit must be reviewed through a major permit.

SDP = Special development permit. A Moffett Park Special Development Permit is required.

MPP = Miscellaneous Plan Permit. A Miscellaneous Plan Permit is required.

N = Not permitted. Prohibited.

Use			Specific Plan Subdistrict		
			MP-TOD	MP-I	MP-C
1. – 7.		[Text unchanged.]			
8.		<i>Other</i>			
	A. – B.	[Text unchanged.]			
	C.	Childcare centers, small -business-sponsored (maximum 14 children)	<u>MPPSDP</u>	<u>MPPSDP</u>	N
-	D.	Childcare centers, large business-sponsored (maximum 30 children)	SDP	SDP	N
	DE. – <u>DU.</u>	[Text unchanged; renumbered.]			

SECTION 9. SECTION 19.98.020 AMENDED. SECTION 19.98.020 of Chapter 19.98 (General Procedures) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.98.020. Applications.

(a) – (e) [Text unchanged.]

(f) For any business-sponsored child care center in any industrial zoning district, and for any use in a POA combining district serving sensitive populations as defined in Section 19.12.200, the following additional application requirements and procedures shall be met:

(1) If the use is proposed within a multi-tenant building, the applicant shall obtain an agreement providing for the limitation of hazardous material users on the same site, which agreement shall be recorded between the property owner, applicant, and city.

(2) The applicant shall acknowledge in writing that it is locating in an industrial area that may result in higher levels of noise, traffic, and exposure to hazardous materials than would normally be encountered in non-industrial areas.

(3) The applicant shall adopt and submit for the approval of city a safety plan designed to protect sensitive populations in the event of a nearby release of hazardous materials.

(g) – (i) [Text unchanged.]

SECTION 10. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

SECTION 11. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 12. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

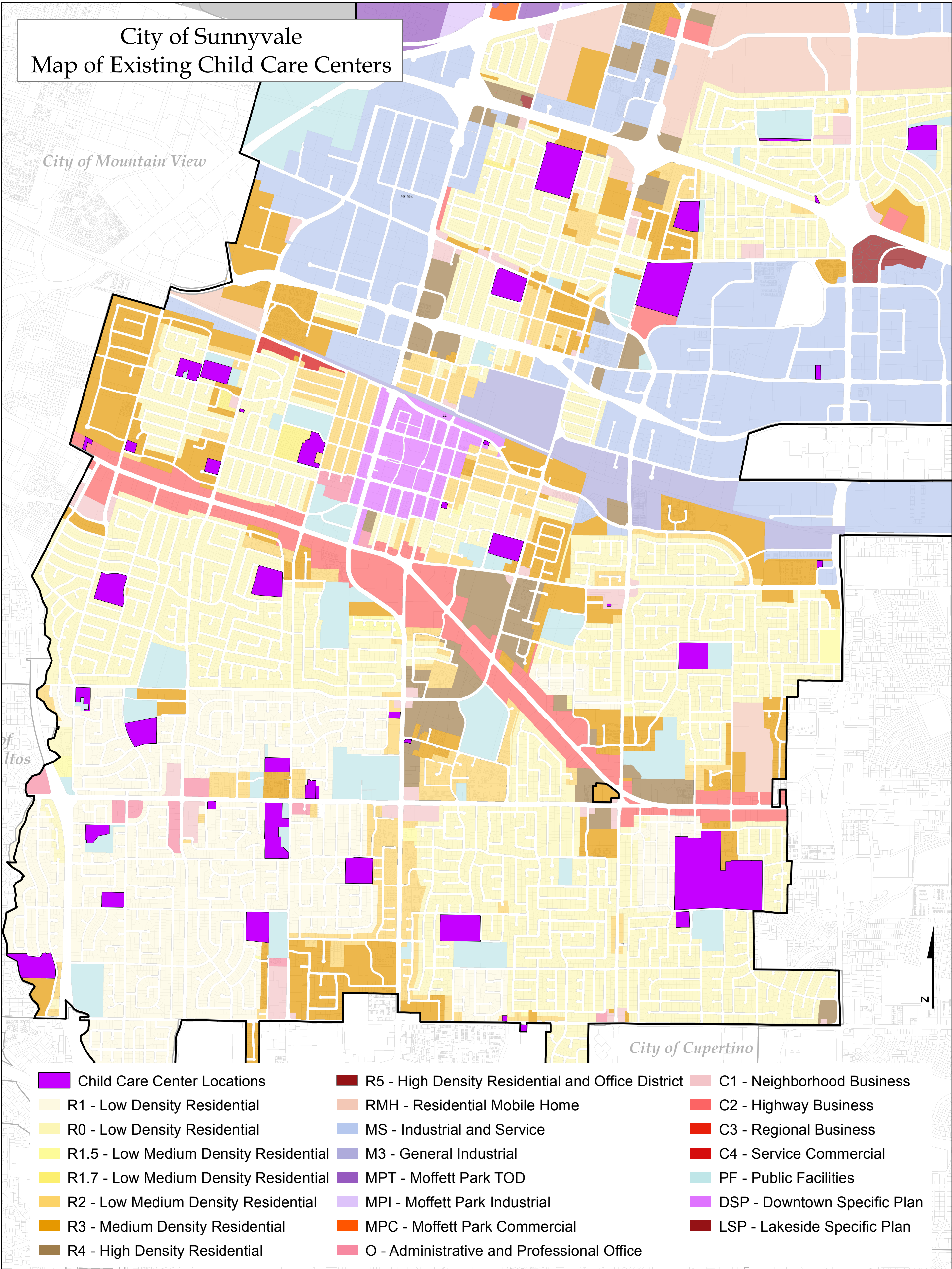
Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

ZIP	Large Family CC	Small Family	Infant Centers	Centers (Toddler-Pre K)	School Age Centers
94085					
Slots/Capacity	196	104	53	146	0
Facilities	14	13	1	1	0
94086					
Slots/Capacity	432	256	172	1626	238
Facilities	31	32	4	16	4
94087					
Slots/Capacity	628	264	171	2581	723
Facilities	45	33	8	26	8
94089					
Slots/Capacity	166	128	36	178	106
Facilities	12	16	1	4	2
TOTAL					
Slots/Capacity	1422	752	432	4531	1067
Facilities Citywide	102	94	14	47	14
CITYWIDE TOTAL					
Slots/Capacity	8204				
Facilities Citywide	271				



- The licensee shall develop, maintain and implement a written procedure to sign the child in/out of the center. The person who signs the child in/out shall use his/her full legal signature and shall record the time of day. All sign in/out sheets shall be kept for one month.

101230 ACTIVITIES AND NAPPING

- Each center shall provide for a variety of daily activities including quiet and active play, rest and relaxation, eating, and toileting.
- All children shall be given an opportunity to nap or rest without distraction.
- A napping space and a cot or mat must be available for each child under age 5.
- No child shall be forced to stay awake or stay in the napping area longer than the normal napping period.
- A teacher-child ratio of one teacher or aide supervising 24 napping children is permitted provided that the remaining teachers necessary to meet the overall ratios are immediately available at the center.

101231 SMOKING PROHIBITION

- Smoking is prohibited on the premises of a Child Care Center.

101237 ALTERATIONS TO EXISTING BUILDINGS OR NEW FACILITIES

- Prior to construction or alterations, the licensee shall notify the Department of the proposed change(s).

101238 BUILDINGS AND GROUNDS

- The center shall be clean, safe, sanitary and in good repair at all times.
- All children shall be protected against hazards.
- Licensees shall ensure the inaccessibility of pools and all bodies of water.
- Disinfectants, cleaning solutions, poisons and items that could pose a danger to children shall be stored where inaccessible to children
- Storage areas for poisons shall be locked.
- Firearms and other weapons are not allowed on the premises.

101238.2 OUTDOOR ACTIVITY SPACE

- There shall be at least 75 square feet per child of outdoor activity space. The outdoor space shall provide a shaded rest area and permit children to reach the activity space safely.
- The surface of the activity space shall be in a safe condition and free of hazards.
- The areas around and under climbing equipment, swings slides and similar equipment shall be cushioned with material that absorbs falls.
- Sandboxes shall be inspected daily and kept free of foreign materials.
- The playground shall be enclosed by a fence at least four feet high.
- Hazardous equipment such as a fuse box shall be inaccessible.

101238.4 STORAGE SPACE

training hours may be combined to meet the total educational requirements of 12 units or 240 training hours, or any combination thereof.

- School-age teachers may use alternative educational requirements. A teacher may substitute: recreation, physical education, human services, units earned toward an elementary or middle school teaching credential; early childhood education, child development or school-age child units.
- A teacher is required to complete 6 units prior to employment.
- Health and Safety Code, section 1597.21(f), allows a teacher to use alternative approved sources of education.
- Alternative types of experience may also be accepted. To be a fully qualified school-age teacher, experience must be verified showing at least 3 hours a day for a minimum of 50 days in a six-month period.
- In a combination center, a fully qualified teacher shall be designated to work closely with the director planning the daily activities of the school-age center.

101516.5 TEACHER-CHILD RATIO

- In addition to Section 101216.3, the following shall apply:
 - One teacher to supervise no more than 14 children.
 - One teacher and 1 aide can supervise no more than 28 children.
 - Staffing for mixed-aged groups shall be based on the youngest child in the group.
 - Directors may be counted in the ratio when actually working with groups of children.

101520 MEDICAL ASSESSMENTS

- Notwithstanding Section 101216.2, the licensee shall not be required to document medical assessments on school-age children who are enrolled in a public or private school.

101520 IMMUNIZATIONS

- Notwithstanding Section 101220.1, the licensee is not required to document immunizations of children also enrolled in a public or private elementary school.

101521 CHILD'S RECORDS

- In addition to Section 101221, except (b)(8), the following shall apply:
 - The licensee shall obtain from the child's representative, a health background related to the child's ability/inability to participate in center activities.

101526.1 DAILY INSPECTION FOR ILLNESS

- In addition to Section 101226.1, upon arrival or admittance to the center, school-age children shall be observed for signs of illness. If a child is found to be ill, follow Section 101226.2.

101527 FOOD SERVICE

- In addition to Section 101227, before and after school programs shall offer nutritious snacks to children.

101529.1 SIGN-IN AND SIGN-OUT

- In addition to Section 101229.1:
 - Center staff shall sign in school-age children who arrive at the center on their own.

101538.2 OUTDOOR ACTIVITY SPACE FOR SCHOOL-AGE CHILDREN

- In addition to Section 101238.2:
 - Outdoor activity space for school-age children shall be physically separated from space provided other children at the center.
 - School-age child care programs that are operated on the site of a functioning school ground are exempt from square-footage requirements.

101538.3 INDOOR ACTIVITY SPACE FOR SCHOOL-AGE CHILDREN

- In addition to Section 101238.3, the following applies:
 - Indoor space for school-age children shall be physically separated from space provided other children in the center.
 - School-age child care programs that are operated on the site of a functioning school are exempt from square-footage requirements.

101539 FIXTURES, FURNITURE, EQUIPMENT AND SUPPLIES

- In addition to Section 101239, the following applies:
 - Toilets used by school-age children shall provide individual privacy. Toilet facilities shall not be used simultaneously by children of both sexes.
 - School-age programs that operate on the site of a functioning school are exempt from toilet requirements.

INFANT CARE CENTERS

101351 GENERAL

- Child Care Centers providing infant care shall be governed by the requirements of this subchapter. These centers shall also be governed by the previously listed Child Care Center General Licensing requirements.

101361 LIMITATIONS ON CAPACITY AND AMBULATORY STATUS

- A child, whose developmental needs require continuation in an Infant Care Center, may remain in an Infant Care Center up to the age of three years.

- An aide must work under the supervision of the director or a fully qualified teacher, except when observing sleeping infants.
- Aides shall participate in an on-the job training program.
- An aide shall provide direct care and supervision to infants.

101416.5 STAFF-INFANT RATIO

- There shall be a ratio of one teacher to every four infants.
- An aide may be substituted for a teacher if there is a fully qualified teacher directly supervising no more than 12 infants.
- When in activities away from the center there shall be a minimum of one adult to every two infants.
- The director may be counted in the staff-infant ratio when actually working with infants.
- There shall be one staff visually observing no more than 12 sleeping infants, as long as additional staff are available at the center to meet the above ratios when necessary.

101416.8 STAFFING FOR INFANT WATER ACTIVITIES

- A ratio of one adult to two infants shall be required during activities near a swimming pool or any body of water.

101417 TODDLER COMPONENT IN AN INFANT CARE CENTER

- Licensees serving infants may create a special program component for children between 18 and 30 months.
- A ratio of one teacher for every 6 toddlers is required.
- An aide participating in on-the job training can substitute for a teacher when directly supervised by a fully qualified teacher.
- Maximum group size is two teachers to 12 toddlers.
- The toddler program shall be conducted in areas physically separate from those used by older or younger children.

101419.2 INFANT NEEDS AND SERVICES PLAN

- A plan must be completed and on file for every infant prior to attending the center. This plan must be signed by the authorized representative.
- The plan shall include: an individual feeding plan, individual toilet training plan, and any services needed different from those provided by the program.

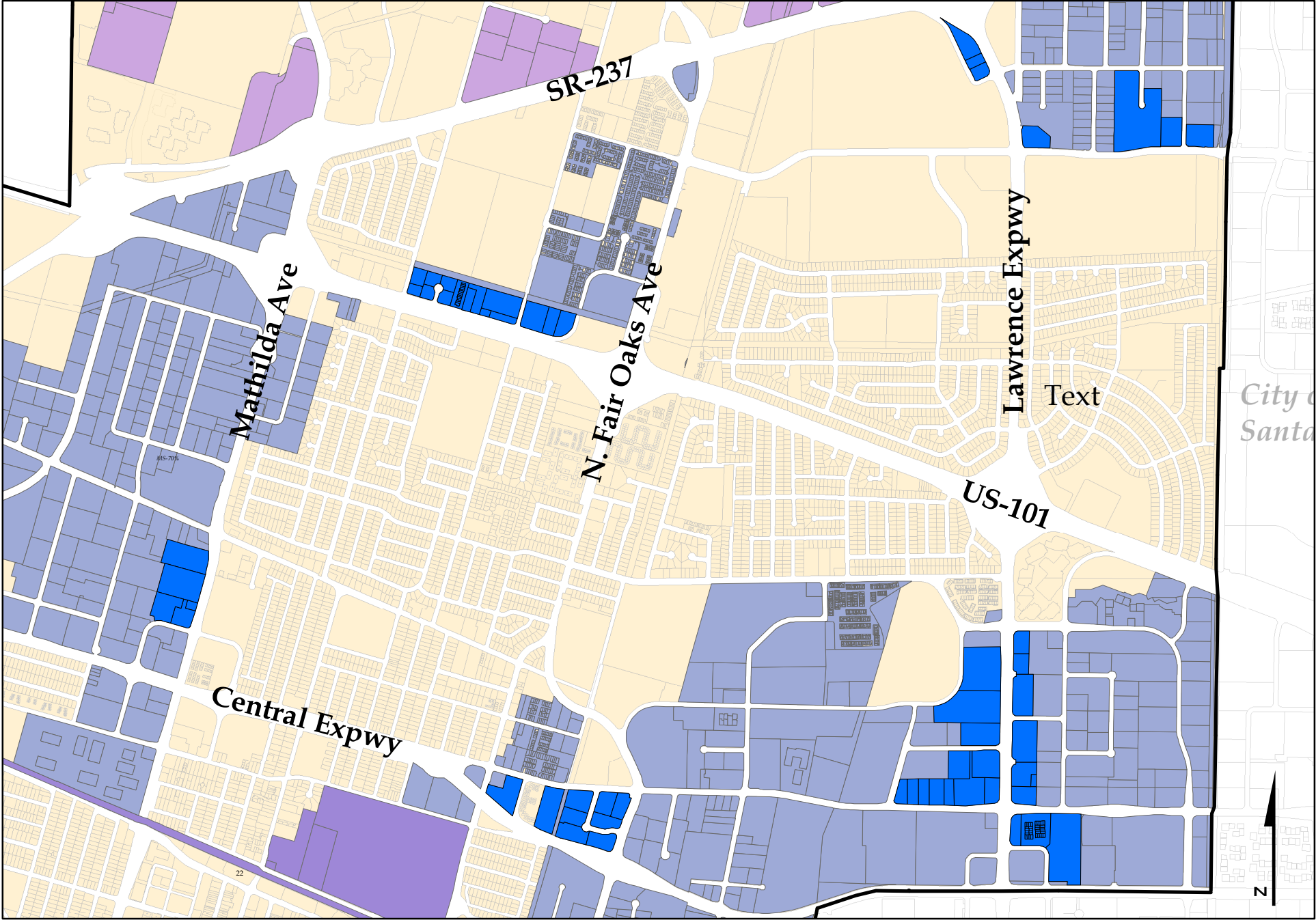
101419.3 MODIFICATIONS TO INFANT NEEDS AND SERVICES PLAN




- The plan shall be updated quarterly or as often as necessary.

101423.1 INFANT CARE DISCIPLINE

- In addition to 101223.3, no infant shall be confined to a crib, high chair, playpen, or any other furniture or equipment as a form of discipline.

City of Sunnyvale
M-S/POA District Map



- | | |
|---|---|
|  M-S/POA District |  M3 - General Industrial |
|  MS - Industrial and Service |  MPI - Moffett Park Industrial |



Stephanie Skangos <sskangos@sunnyvale.ca.gov>

Child Care Center Study

NANCY L COOK [REDACTED]

Tue, May 5, 2015 at 9:16 AM

To: sskangos@sunnyvale.ca.gov

i would like to say that i live in the Renaissance apt home complex on old san francisco rd between wolfe and fair oaks.. have since 1999 when i lived in building 5 someone opened up day care in one of the ground floor units for awhile even though our lease states we are not allowed to have or operate a business out of our apartments, i guess state law allows this particular type of business much to the frustration of the landlords and tenants ... it was a major pain for the rest of us.. parking issues that were never resolved (including parking in our assigned spots constantly even after being told not to) noise, trash, rude interactions with people coming and going out of the unit. (plus they trashed the unit, i know, we ended up moving into it at one point and switched again to the one we are in now) i would really really encourage you to discourage it in multi family dwellings and for ANY dwelling you allow it in there MUST be consequences (that become more costly in terms of fines or threat of closure) for those types of problems (esp parking, trash, noise) that would make life less enjoyable and bring down the quality of life around the the day care if in a housing area if they are not resolved.

I'd like to note i'm not anti kid. while i have none of my own i worked as a nanny in my younger days (as well as in a day care) and ended the child care work after working for one family for 12 years by choosing to relocate from alaska to here in 1999. Oh, in alaska my ex mother in law ran a very successful and professional day care out of their home.... they took great pains to make sure there were no problems with their neighbors encouraging them to let them know if there was a concern and working to resolve any that came up. unless you are going to hold new day care centers to those kinds of standards (esp where peoples property values might decrease because of the day care being in their neighborhood) i think you are opening a huge can of worms if your intent is to allow more in homes/apartments. i don't know what your plan is, but i feel very strongly about this and i hope you will keep those things in mind.

the lack of respect that was shown to other tenants by the people that had that day care and the people who used it really offended me and showed a very ugly side to child care i would not think that could exist. to the point i would not want a day care popping up in a house/apt anywhere near me, that experience was so bad and yes we contacted the city to complain, it did no good. we were so happy when they finally moved out.



Stephanie Skangos <sskangos@sunnyvale.ca.gov>

Child Care Center Study

ML Chan [REDACTED]
To: sskangos@sunnyvale.ca.gov
Cc: David Whittum <whittum@gmail.com>

Thu, May 7, 2015 at 1:26 AM

Hi Stephanie:

I am submitting some issues for the committee's consideration pertaining to commercial child care centers:

1. Parking spaces - Please make sure that the parked cars by staff and patrons do not spill over to the neighborhood streets. Sunnyvale's Planning Commission has been granting permits to commercial establishments without requiring sufficient onsite parking spaces. (A case of point is that Astoria Drive has become a parking lot and unsafe street due to parked cars from Idylwood Care Center on Wright Ave and Silicon Valley Eye Clinic on Fremont Ave.)
2. Traffic - Please make sure that normal traffic flow can be maintained at all times, especially during the dropoff and pickup hours. (A case of point is the section of Grant Road between Fremont Ave and Cuesta in Los Altos has become totally jammed during Montessori School pickup and dropoff hours.)
3. Permit privileges - Please make sure that a granted operating permit is not a "carte blanche" for the commercial establishment to expand their services in the future. The site should be sized for a certain number of staff, patrons and specified services, and only upon these parameters should the permit be so granted. Any deviations should require a new permit review. (A case of point is how Idylwood Care Center has continued to increase their services and staff without any permit review, which has overwhelmed the Astoria Drive neighborhood. The South Bay Peninsula Day School has done a reasonable job of controlling their staff parking to within their parking lot.)
4. Review Circle - Please make sure that you inform residents at least within half a mile radius of a proposed commercial day care center to solicit inputs on issues and concerns. The current 500-ft radius circle does not apply to these commercial business establishments.

Thanks,

ML

ML Chan, PhD

Email: [REDACTED]

Tel: [REDACTED]

Mobile: [REDACTED]

- 3 [15-0391](#) Introduce an Ordinance to Amend various sections of the Sunnyvale Municipal Code Title 19 (Zoning) Related to Child Care Facilities (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 July 13, 2015)

Andrew Miner, Principal Planner, presented the staff report.

Comm. Simons discussed with Mr. Miner the requirements for child care facilities in residential areas, and Mr. Miner said this Ordinance is related to commercial child care facilities.

Vice Chair Harrison confirmed with Mr. Miner that the term "slots" in the report indicates a child who can be serviced in a care facility, and that there are 271 facilities that can together accommodate 8,204 slots. Trudi Ryan, Planning Officer, added that the slots equal the number of children the facilities are licensed to care for, but that not all businesses take in that many children. Vice Chair Harrison and Mr. Miner discussed how child care facilities will be considered for commercially zoned properties on El Camino Real with the upcoming update of the Precise Plan for El Camino Real, and as part of the proposed neighborhood villages discussed in the update of the Land Use and Transportation Element (LUTE). Vice Chair Harrison confirmed with staff that there are currently no business sponsored child care centers and discussed the types of businesses that have interest in having larger centers in closer proximity to or on their sites.

Comm. Rheume and Mr. Miner discussed the reasoning behind not allowing commercial child care centers in industrial areas while proposing the allowance of business sponsored child care centers in industrial areas. Comm. Rheume confirmed with Mr. Miner that the permit process to open a business sponsored facility has a higher level of scrutiny and would require approval by the Planning Commission.

Comm. Olevson commented on the Ordinance simplifying the process for people doing business in Sunnyvale by allowing them to explore options for child care at or near their businesses.

Chair Melton noted the addition of the term "adult day care center" to the draft Ordinance, and discussed with Mr. Miner how commercial child care centers reach a maximum number of children per site. Ms. Ryan added that there may be other reasons staff feels a site is inappropriate for a child care center and that applying for a permit for a commercial child care center does not guarantee approval.

Chair Melton opened the public hearing, and upon seeing no speakers for this item, closed the public hearing.

Vice Chair Harrison moved to recommend to City Council Alternatives:

- 1) Find that the project is exempt from CEQA under Guideline 15061(b)(3);
- 2) Introduce an ordinance (Attachment 3) to amend Chapters 19.12, 19.18, 19.20, 19.22, 19.24, 19.29 and 19.98 of Title 19 of the Sunnyvale Municipal Code to: consolidate business-sponsored child care facilities into one category and remove the upper limit on the number of children allowed at these child care facilities; require a Use Permit (UP) for business-sponsored child care facilities in industrial zoning districts and a Special Development Permit (SDP) in the Moffett Park Specific Plan area; and require a Miscellaneous Plan Permit (MPP) for commercial child care facilities with 30 children or fewer in commercial, office and public facilities zoning districts (excludes residential districts); and,
- 3) Approve the Guidelines for Commercial Child Care Centers (Attachment 2).

Comm. Simons seconded.

Vice Chair Harrison said staff has looked into all of the various possibilities and explained the existing limits. She stated that this meets the City's guidelines with regard to the intent to provide child care in safe situations and she can make the findings.

Comm. Simons said he likes Comm. Olevson's interpretation that this is a very limited modification to our present child care Ordinance, that this is an area for potential growth for more child care and he will be supporting the motion.

Comm. Olevson said he will be supporting the motion, that the staff report has done a good job of identifying the need for child care in these areas and the motion to approve these changes addresses that need.

Comm. Rheume said he will be supporting the motion and thanked staff for putting together a good report. He said Comm. Olevson put it clearly to him that these changes are about making things simpler by allowing businesses to do what they need to run their business and that they are responsible for any liabilities if there are any such cases. He said this is a pretty straight forward and easy motion to support.

Chair Melton said he will be supporting the motion, that daycare and child care are important topics to Sunnyvale and an important policy we have. He said he

understands that Mr. Miner parachuted in on this project, which had been hanging around for a while, and that he has done a great job. He wished staff good luck as they bring this Ordinance to City Council for consideration.

MOTION: Vice Chair Harrison moved to recommend to City Council Alternatives:

- 1) Find that the project is exempt from CEQA under Guideline 15061(b)(3);
- 2) Introduce an ordinance (Attachment 3) to amend Chapters 19.12, 19.18, 19.20, 19.22, 19.24, 19.29 and 19.98 of Title 19 of the Sunnyvale Municipal Code to: consolidate business-sponsored child care facilities into one category and remove the upper limit on the number of children allowed at these child care facilities; require a Use Permit (UP) for business-sponsored child care facilities in industrial zoning districts and a Special Development Permit (SDP) in the Moffett Park Specific Plan area; and require a Miscellaneous Plan Permit (MPP) for commercial child care facilities with 30 children or fewer in commercial, office and public facilities zoning districts (excludes residential districts); and,
- 3) Approve the Guidelines for Commercial Child Care Centers (Attachment 2).

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

Yes: 5 - Chair Melton
Vice Chair Harrison
Commissioner Olevson
Commissioner Rheaume
Commissioner Simons

No: 0

Absent: 1 - Commissioner Klein

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

None.

-Staff Comments

Ms. Ryan reminded the Planning Commission of an upcoming workshop for Boards and Commissions regarding the Civic Center Modernization Project, and noted that City Council has not yet appointed a new Planning Commissioner. She also discussed Planning-related City Council items.



City of Sunnyvale

Agenda Item

15-0984

Agenda Date: 10/27/2015

REPORT TO COUNCIL

SUBJECT

Reintroduce Ordinance Amending Chapter 9.41 (Massage Establishments and Massage Therapists) and Title 19 (Zoning) of the Sunnyvale Municipal Code and Adopt Revised Resolution Amending Fees, Rates and Charges Related to Massage Establishment Permits, Section 7.06 of the FY2015/16 Fee Schedule

BACKGROUND

On September 29, 2015 City Council introduced an Ordinance Amending Chapters 9.41 (Massage Establishments and Massage Therapists) and Title 19 (Zoning) of the Sunnyvale Municipal Code (SMC), which was in response to regulatory changes in California that took effect on January 1, 2015, with the passage of the Massage Therapy Act of 2014. At the same time, the Council also adopted a resolution amending fees, rates, and charges related to massage establishment permits to correspond to changes in the new ordinance.

Following the meeting on September 29, the City continued to receive numerous comments and questions about the new ordinance from Councilmembers, the public and local massage professionals. In responding to those comments and questions, staff determined that several modifications to the proposed ordinance, as well as a revision to the fee schedule to recognize the need for an additional, lower fee classification for massage businesses that provide outcall only massage services, should be recommended to Council.

EXISTING POLICY

Council Policy 7.1.1 Fiscal - Long Range Goals and Financial Policies

7.1B.5.4 - User fees should be established at levels which reflect the full cost of providing those services

California Government Code Section 66016(a). Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral and written presentations can be made, as part of a regularly scheduled meeting.

ENVIRONMENTAL REVIEW

At the meeting on September 29, Council found that this ordinance and associated fee changes do not require environmental review because it can be seen with certainty that there is no possibility that these actions will have a significant effect on the environment (CEQA Guidelines Section 15061(b) (3).)

DISCUSSION

Following the September 29 meeting, staff received extensive feedback about the proposed

massage ordinance and associated fees and is recommending the revisions discussed in sections A and B below to respond to several of those concerns. A full summary of issues and responses is included in section C.

A. Revisions to Proposed Ordinance

In response to some of the comments discussed below, the proposed ordinance has been revised to reflect the following clarifications (Attachment 1):

(1) The definition of “Sole Proprietorship” in SMC section 9.41.020(o) and 9.41.140(b)(1) has been revised to clarify that sole proprietors may have one or no other employees. This definition is consistent with State of California law for massage professionals. Under section 9.41.140(b)(1), businesses meeting this definition, including home-based massage businesses meeting the same criteria, are exempt from the requirement to keep their main entry door unlocked during business hours.

(2) Sections 9.41.140(c)(8) and 9.41.170(j) regarding draping and permissible areas for touching has been revised to mirror language in the Massage Therapy Act. The prior language was retained from the former ordinance. However, given the concerns expressed, staff recommends this change to modernize the language and make clear that it is consistent with the State requirements. The revised language states that a patron’s genitals and female breasts must be draped at all times and that there may be no contact with genitals, anal region, or female breasts (absent physician referral) during a massage.

B. Amendment to Fee Schedule to Add Lower Fee for Outcall-Only Massage Businesses

As part of the process of updating the City’s massage ordinance, the fee schedule for implementing and enforcing the ordinance was also revised. Reaction to the revised fees prompted staff to review the practice and processes for issuing massage establishment permits to sole proprietors and home based businesses whose sole practice is to provide outcall (off-premise) massage treatments.

The fees presented on September 29 represent full cost recovery for staff time to issue massage establishment permits, including inspections of business premises. Although outreach meetings occurred prior to the September 29 meeting, staff was not aware of concerns from sole practitioners and other members of the public that this fee might be inappropriate for a business model of outcall only massage. Under that model, a professional does not maintain an establishment or perform work in a fixed location. Rather, the certified massage professional travels to customer locations to perform work. Because there are no business premises to inspect in these cases, staff agrees that lower fees are appropriate and proposes adding new fees for outcall only massage businesses of \$81 for a California Massage Therapy Council (CAMTC) certified owner and \$142 for a non-CAMTC certified owner. These fees are based on the same cost recovery structure, but are lower because they exclude the amount attributable to inspection of premises. (Attachment 2)

C. Summary of Key Questions and Issues Related to Massage Ordinance

1. FEES. The fees for establishment permits seem too high. The fees for CAMTC certified owners were lower in FY 2011/12. Why are the fees so much higher now? Why is the City charging for two Public Safety Officers (PSOs) to conduct inspections? Other cities charge lower or no fees.

The FY 2011/12 fees for CAMTC Certified owners were lower, \$367 compared to \$890 for a non-CAMTC owner. The difference between the two fees is in the amount calculated for review and inspection. In preparing for changes in the ordinance, staff conducted an updated review of actual time and practices by staff for processing a permit application or renewing a permit and found that the FY 2011/12 fees did not represent full cost recovery of the total actual time required to process a permit for the CAMTC fee. Staff determined that the practice of conducting massage establishment inspections is the same for new and renewal permits, regardless of whether the owner is CAMTC certified or Non-CAMTC certified; the only difference between processing an application for a CAMTC certified owner versus a Non-CAMTC certified owner is the cost of fingerprinting..

The operational standard in Sunnyvale for any investigatory activity where enforcement may be required is two PSOs. The permitting process involves two PSOs (the operational standard) performing an initial one hour review of the establishment premises and two follow-up inspections at one-half hour each for a total of four PSO hours. The FY 2011/12 fees did not represent full cost recovery of the total actual time required to process a permit for the CAMTC fee.

Whether to pursue full cost recovery for permitting services is a policy decision. Sunnyvale has chosen to pursue full cost recovery as a broad policy matter, while other cities may choose to subsidize those costs. In this case, the proposed fee assessed to each massage establishment represents the actual cost of processing a permit application and performing inspections for that establishment only.

2. FEES FOR SOLE PROPRIETERS. Providers who share space or sole practitioners who practice “outcall only” massage are small businesses disproportionately impacted by the amount of the proposed fees.

Although the City may not require that an individual obtain a permit, license, certification or other authorization to provide massage, AB 1147 *Massage Therapy* specifically states that cities may require licenses or permits for massage businesses or establishments. Because sole practitioners run businesses in Sunnyvale, the City may require them to obtain permits for those businesses. Staff has reviewed the proposed fee structure with regard to providers doing only outcall massage work (no fixed location where they perform work) and is recommending an addition to the fee schedule to accurately reflect the actual cost to the City of providing permits to sole proprietors, which is lower because there is no place of business for the City to inspect.

For providers that share space, the City would not necessarily consider each individual a unique establishment; it would depend on the ownership situation and how the therapists chose to submit the application. For example, the owner or primary tenant of the space could apply, or the group of tenants could apply as co-owners, such that the entire group in a single space will be considered one establishment.

3. VISITORS. Why are visitors in massage establishments a concern? Other cities don’t limit visitors. Limiting visitors seems unreasonable and unnecessary.

Visitors, defined as individuals not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy, are not allowed for the safety of the client and to maintain a professional atmosphere. Past enforcement activities in Sunnyvale and other jurisdictions have revealed that in establishments where illegal activity is taking place or suspected, there is a

common practice of non-certified individuals being present in the massage rooms in addition to the CAMTC certified therapist. When officers ask who these individuals are, they are told that the person is not an employee of the establishment but simply a "visitor" who does not do any massage. Thus, the establishments effectively use the presence of the CAMTC therapist to legitimize and disclaim illegal activity by blaming the "visitor." Officers are unable to act on suspicions related to these individuals unless they actually observe an illegal act. The prohibition on visitors provides a means to take enforcement action and prohibit illegal activity by restricting who is allowed during a massage. Several southern California cities include such a prohibition. Locally, Union City recently approved provisions nearly identical to those proposed for Sunnyvale.

Couples massage is not considered a violation of the "no visitors" rule because both persons are patrons and as such would be allowed in the massage room. There are also several key exceptions allowing visitors: (a) the parents or guardians of a patron who is a minor, (b) the minor child of a patron when it is necessary for the supervision of the child and (c) the conservator, aid, or other caretaker of a patron who is elderly or disabled.

CAMTC stated that it does not have a formal position on the issue of visitors, but acknowledges that it is an issue at illegitimate massage establishments and recognizes that visitor prohibitions can be a reasonable way to address this concern. CAMTC suggested that the City might develop some way to regulate visitors through a registry for spouses, friends or others who might want to be present in the massage room. However, based on enforcement experience, staff feels that businesses would easily find loopholes in such an approach (for example, by requiring customers to acknowledge "visitors" as "friends" on the registry), and that the exceptions described above are reasonable to address necessary and legitimate needs for visitors.

4. NOTICE. Was multi-lingual notice of the hearing provided? Why didn't the City coordinate its efforts on the ordinance with the American Massage Therapy Association or De Anza College or National Holistic Institute (massage schools)?

Community Outreach meetings were held on May 26 and 27 where staff discussed the proposed changes and invited feedback and comment. The notice was sent in English, but the City offered translation services at the meetings. Staff received several requests for Chinese translation, and a department translator was present at both meetings and conducted a simultaneous bi-lingual session, answering questions and clarifying comments when needed. Staff also asked the CAMTC, which is the only entity that has purview over licensing of massage therapists in California, to review the proposed ordinance, and a representative of CAMTC attended one of the outreach meetings. The massage schools referenced in this question are not located in Sunnyvale; if there were massage schools in the City, they would not be subject to regulation under this ordinance.

5. SCOPE OF REGULATION. Is foot massage covered? Why is the growth of massage establishments viewed as a negative trend? Why do we need so much detail in the regulations?

Foot massage is covered under the ordinance. Neither AB 1147 nor the proposed Ordinance differentiates or excludes foot massage. Nine of the currently licensed massage establishments in Sunnyvale have business names that include the words "foot massage" or "foot and body massage."

The Department of Public Safety (DPS) does not consider the growth of massage

establishments as a negative trend in concept. However, there has been a corresponding increase in the number of unprofessional establishments engaged in illegal activities and the associated public safety enforcement needs. This is a broad trend; cities throughout the state are struggling to address the negative community and safety impacts of those illicit establishments. Although the regulations seem detailed, they are designed to establish practices that protect the health and safety of massage customers and employees of massage establishments. Staff experience is that legitimate massage establishments typically already follow the practices described in the ordinance as a matter of standard operation, while officers responding to complaints about inappropriate sexual activity regularly find extremely poor health and sanitation standards.

6. EXEMPTION. The exemption not requiring CAMTC certification for therapists working in chiropractic or acupuncture offices seems to undermine the certification process and quality assurance of certification.

This exemption was included based on feedback provided at the public meeting from a longstanding practitioner. It will only last for one year (sunsets in 2017) and only applies if a therapist is continuing existing work. The requirements for obtaining the exemption are sufficient to guarantee for this limited period that exempted therapists are educated, experienced, and well qualified.

7. APPAREL REQUIREMENTS. The Massage Therapy Act and the Constitution prohibit the City from setting dress standards in massage establishments that prohibit transparent, see through and similar attire that exposes undergarments or private body parts.

California courts have repeatedly upheld the authority of cities to impose a variety of reasonable regulations on massage businesses. As the Court of Appeal noted in *Owens v. City of Signal Hill* (1984) 154 Cal. App. 3d 123, 128, “legislators may take into account the nature of the business to be regulated, and the reasonableness of the regulation depends on the nature of the business and the ease with which it can be diverted in whole or part to an unlawful business. Discouraging prostitution is a valid state interest.” The massage ordinance falls under the City’s police power to regulate the health, safety and welfare of the community. Police power regulations are subject to the standard of whether the means used bears a rational relationship to the goals sought to be achieved.

This restriction simply prohibits attire that substantially exposes undergarments or private parts, and is reasonable to address the concerns and demonstrated tie to criminal activity. The Massage Therapy Act includes the same dress requirements for massage practitioners that the City’s ordinance imposes. (Business & Prof. Code §4609(A)(10)). Both are designed to discourage sex acts performed under the guise of massage. Like the visitor presence issue, officers have observed that “visitors” passing time at illicit massage establishments are frequently scantily clad and present for the purpose of serving customers. The establishments, however, again use the “visitor” excuse to disclaim responsibility for any illegal activity.

FISCAL IMPACT

New associated massage establishment permit fees represent full cost recovery: therefore the fiscal impact would be negligible. A proposed resolution amending Section 7.06 (Massage Establishments) of the City’s FY2015/16 Fee Schedule is attached (Attachment 1), with additions as follows:

E. Massage Establishment License - Outcall Only*

Owner (non-CAMTC Certified)	\$ 142.00
additional Owner (each)	\$ 71.00
Sole Proprietor or owner (CAMTC Certified)	\$ 81.00
additional Owner (each)	\$ 10.00
Additional Massage Therapists (each)	\$ 30.00
must be CAMTC Certified	
Non-Compliance Penalty	\$ 250.00

** for businesses engaged solely in Outcall Massage - no on premise services or treatment of clients*

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

Reintroduce Ordinance Amending Chapter 9.41 (Massage Establishments and Massage Therapists) and Title 19 (Zoning) of the Sunnyvale Municipal Code and Adopt Revised Resolution Amending the City's Fees, Rates and Charges Resolution Pertaining to Adult Entertainment and Massage Establishment Licensing and Permitting Fees, and Superseding Resolution No. 717-15.

Prepared by: Elaine Ketell, Management Analyst

Reviewed by: Chief Frank J. Grgurina, Director, Department of Public Safety

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

ATTACHMENTS

1. Revised Ordinance
2. Revised Resolution Amending Section 7.06 of FY2015/16 Fee Schedule

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE REPEALING AND REENACTING CHAPTER 9.41 (MASSAGE ESTABLISHMENTS AND MASSAGE THERAPISTS) OF TITLE 9 (PUBLIC PEACE, SAFETY OR WELFARE) AND AMENDING SECTIONS 19.12.140 (DEFINITIONS-"M"), 19.18.030 (TABLE-PERMITTED, CONDITIONALLY PERMITTED AND PROHIBITED USES IN RESIDENTIAL ZONING DISTRICTS), AND 19.60.010 (ADULT BUSINESSES) OF THE SUNNYVALE MUNICIPAL CODE

WHEREAS, the City of Sunnyvale desires to amend provisions of the Sunnyvale Municipal Code relating to massage establishments and professionals, and on September 29, 2015 introduced an ordinance to make such amendments; and

WHEREAS, the City Council has determined that changes to the introduced ordinance are appropriate, and therefore desires to re-introduce the ordinance as set forth below.

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

SECTION 1. CHAPTER 9.41 REPEALED AND REENACTED. Chapter 9.41 (Massage Establishments and Massage Therapists) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code is hereby repealed and reenacted to read as follows:

Chapter 9.41
MASSAGE ESTABLISHMENTS AND PROFESSIONALS

- 9.41.010. Purpose and intent.**
- 9.41.020. Definitions.**
- 9.41.030. Business license required.**
- 9.41.040. Other permits and authorizations required.**
- 9.41.050. Exemptions.**
- 9.41.060. CAMTC certification required.**
- 9.41.070. Limited exception from CAMTC certification requirement.**
- 9.41.080. Massage establishment permit required; prohibited conduct.**
- 9.41.090. Permit application.**
- 9.41.100. Permit issuance.**
- 9.41.110. Permit denial.**
- 9.41.120. Notice of denial-appeal.**
- 9.41.130. Amendments to permit.**
- 9.41.140. Requirements for all massage establishment facilities and operations.**

- 9.41.150. Massage establishment inspections.**
- 9.41.160. Violations; moratorium.**
- 9.41.170. Revocation or suspension.**
- 9.41.180. Hearing for revocation or suspension.**
- 9.41.190. Hearing rules.**
- 9.41.200. Violations a public nuisance; penalties, nuisance abatement, and other remedies.**

9.41.010. Purpose and intent.

It is the purpose and intent of this chapter to provide for the orderly regulation of offices and establishments providing massage therapy services, and to prevent and discourage the misuse of massage therapy as a front for human trafficking, prostitution, and related activities in violation of state law, all in the interests of the public health, safety, and welfare, by providing certain minimum building, sanitation, and operation standards for such businesses, and by requiring certain minimum qualifications for the operators and practitioners of such businesses. It is the further intent of this chapter to streamline local massage therapy permitting procedures, while still facilitating and advancing the ethical practice of massage therapy, by relying upon the uniform statewide regulations enacted by the Legislature in 2008 as Business and Professions Code sections 4600 et seq., known as the Massage Therapy Act, as subsequently amended, and by restricting the commercial practice of massage in the city to those persons duly certified to practice by the California Massage Therapy Council formed pursuant to those statutes.

9.41.020. Definitions.

For the purpose of this chapter, unless the context clearly requires a different meaning, the words, terms, and phrases set forth in this section shall have the meanings that are given them in this section:

(a) "Authorized massage professional" means a massage professional who is identified in a permit issued pursuant to this chapter as a person employed or retained by a massage establishment to practice massage.

(b) "California Massage Therapy Council" or CAMTC means the massage therapy organization formed pursuant to Business and Professions Code section 4600 et seq.

(c) "CAMTC-certified massage professional" means any individual currently certified by the California Massage Therapy Council as a massage therapist or massage practitioner pursuant to Business and Professions Code section 4600 et seq.

(d) "Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

(e) "Director" means the director of public safety or his or her designee charged with the administration of this chapter.

(f) "Inspector" means the person or persons designated by the city to conduct any inspections required or permitted under this chapter.

(g) "Massage," "massage therapy," and/or "bodywork" for purposes of this chapter mean the skillful application of touch, including but not limited to, pressure, stroking, kneading, compression on or movement of the external surfaces of the body by a practitioner to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular reeducation.

(h) "Massage establishment" means any business that offers massage therapy, baths or health treatments including, but not limited to, aromatherapy, vapor, shower, electric tub, sponge, hot towels, mineral fermentation, sauna, steam or any other type of bath, involving massages or baths in exchange for compensation. Home-based massage businesses and businesses that provide outcall massage services are also considered to be massage establishments. For purposes of this chapter, the term "massage establishment" may be applied to include establishments which offer or advertise themselves as providing "relaxation" or "tanning" where the essential nature of the interaction between the employee and the customer involves "massage" as defined herein. The terms, names or phrases listed on business license or fictitious name application forms are not necessarily conclusive as to the nature of the business.

(i) "Owner" or "massage establishment owner" means any of the following persons:

(1) The sole proprietor of a sole proprietorship operating a massage establishment.

(2) Any general partner of a general or limited partnership that owns a massage establishment.

(3) Any person who has a ten (10) percent or greater ownership interest in a corporation that owns a massage establishment.

(4) Any person who is a member of a limited liability company that owns a massage establishment.

(5) All owners of any other type of business association that owns a massage establishment.

(j) "Operator" or "massage establishment operator" means any person who is an owner or manager of a massage establishment.

(k) "Outcall massage service" means the engaging in or carrying on of massage therapy for compensation at locations other than a massage establishment at a fixed location.

(l) "Patron" means an individual on the premises of a massage establishment for the purpose of receiving massage therapy.

(m) "Person" means any individual, firm, association, partnership, corporation, joint venture, limited liability company, or combination of individuals.

(n) "Reception and waiting area" means an area immediately inside the main entry door of the massage establishment dedicated to the reception and waiting of patrons or visitors of the massage establishment and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

(o) "Sole proprietorship" means a massage establishment where the owner owns 100 percent of the business, ~~is the only person who provides massage~~

~~services for compensation,~~ and has one or no other employees or independent contractors.

(p) "Visitor" means any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy services, but excluding law enforcement personnel or governmental officials performing governmental business.

9.41.030. Business license required.

The requirements of this chapter are in addition to any business license and business license tax requirements imposed pursuant to chapter 5.04 of this code.

9.41.040. Other permits and authorizations required.

The requirements of this chapter are in addition to any permits or authorizations that may be required under other applicable laws including but not limited to the city's building, fire, zoning, and health regulations.

9.41.050. Exemptions.

This chapter shall not apply to the following classes of individuals while engaged in the performance of the duties of their respective professions:

(a) Physicians, surgeons, chiropractors, osteopaths, podiatrists, physical therapists, nurses, acupuncturists or any other person licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license.

(b) Trainers of any amateur, semi-professional, or professional athlete or athletic team, so long as such persons do not practice massage therapy as their primary occupation at any location where they provide such services in the city.

(c) Barbers, estheticians, and cosmetologists who are duly licensed under the laws of the State of California, while engaging in practices within the scope of their licenses.

(d) Individuals administering massages or health treatments involving massage to persons participating in single-occurrence athletic, recreational, or educational events such as road races, track meets, triathlons, educational events, or conferences, provided that the event is open to the public or to a significant segment of the public such as employees of sponsoring or participating corporations, and the massage services are provided at the site of the event during, immediately preceding, or immediately following the event.

(e) Somatic practitioners who use no physical touch of any kind at any time in their practice.

(f) Enrolled students of a school of massage when they are performing massage within the city as part of a formal supervised internship or training program operated by the school, without compensation other than school credit, on the premises of a massage establishment duly authorized to operate pursuant to the terms of this chapter; and provided that the operator of the massage

establishment has first notified the director in writing of the name, residence address, and school of the students and the dates of the trainings.

9.41.060. CAMTC certification required.

On or after April 30, 2016, it shall be unlawful for any individual to practice massage therapy for compensation within the city unless that individual is a CAMTC-certified massage professional.

9.41.070. Limited exception from CAMTC certification requirement.

(a) The city recognizes that some massage therapists and massage practitioners currently practicing in Sunnyvale may not meet the current requirements set forth by the CAMTC due to changes in educational or other requirements, particularly changes in requirements concerning hours of schooling, although the person has been in practice for a significant period. The city will therefore allow individuals who were working in Sunnyvale prior to the passage of this Chapter and meet the requirements of this section to practice massage under this exception without certification from the CAMTC.

(b) Individuals who do not submit an initial application on or before April 30, 2016, for the exception described in this section shall be ineligible to qualify for the exception.

(c) An individual seeking this exception must demonstrate the following to the satisfaction of the city's public safety department:

(1) Evidence that he or she worked as a massage therapist or massage practitioner in the city for a professional listed in section 9.41.050(a)(1) of this ordinance on an ongoing basis for at least five (5) years prior to October 30, 2015, and is currently employed with that professional; and

(2) Evidence that he or she has certification or proof of training in the field of massage from a school or another entity comparable to the CAMTC and has been working as a massage therapist or massage practitioner for a period of at least five (5) years; and

(3) Evidence that he or she attempted to obtain certification from the CAMTC but was denied and the reasons for the denial to show that despite existing training and experience, he or she was not able to qualify for certification from CAMTC; and

(4) Compliance with other terms of this chapter for massage establishment owners that are not certified by the CAMTC, including but not limited to the background check described in section 9.41.090(k) of this ordinance.

(d) An individual granted an exception from the CAMTC certification requirement is required to display, in the same manner this chapter requires the display of CAMTC certification, a statement from the city showing that the person met the requirements of this exception.

(e) This exception must be renewed annually. Failure to submit an application for renewal on or before the annual renewal date shall make the individual ineligible for a continued exception.

(f) Approved exceptions shall apply only to a massage practitioner's ongoing practice with the professional(s) stated in section 9.41.070(c)(1). Approved exceptions shall become invalid and CAMTC certification shall be required pursuant to section 9.41.060 when an individual changes employment and/or accepts employment with new, additional professionals or massage establishments within the city.

(g) The city may establish a non-refundable fee to recover costs associated with initial applications and annual renewals.

(h) This section shall remain in effect only until January 1, 2017. All massage practitioners must comply with section 9.41.060 beginning January 1, 2017.

9.41.080. Massage establishment permit required; prohibited conduct.

(a) It is unlawful for any person to operate a massage establishment within the city without first obtaining a massage establishment permit from the Department of Public Safety.

(b) On or after April 30, 2016, it shall be unlawful for a massage establishment operator to employ or retain any person to practice massage therapy for compensation, or to allow any person to perform massage therapy for compensation on the premises of a massage establishment, unless that person is a CAMTC-certified massage professional and unless that person is identified as an authorized massage professional on the permit issued pursuant to this chapter. For purposes of this chapter, a massage establishment operator "employs or retains" a person to practice massage therapy for compensation when:

(1) That person is a directly paid employee of the massage establishment; or

(2) That person's association with a massage establishment is that of an independent contractor who receives compensation for massage therapy provided to patrons of the massage establishment; or

(3) That person receives a referral of patrons from the massage establishment and, at any time before or after the referral, arranges in any way for compensation to flow to the massage establishment operator.

(c) It is unlawful for a massage establishment to operate under any name or conduct business under any designation not specified in the massage establishment permit issued pursuant to this chapter.

(d) It is unlawful for a massage establishment to continue to operate following the sale or transfer of any interest in the massage establishment to a person who was not identified as an owner in the massage establishment permit application.

9.41.090. Permit application.

The owners of the massage establishment shall file an application for a permit on a form provided by the director. The application shall be accompanied by the fee established by the city's fee schedule. The application shall include the following information:

(a) The name, address, and telephone number of the massage establishment.

(b) The name, residence address and telephone number, and business address and telephone number of each owner of the massage establishment.

(c) The form of business under which the applicant will be conducting the massage establishment, i.e., corporation, general or limited partnership, limited liability company, or other form. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than ten percent (10%) of the stock of the corporation. If the applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one (1) or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one (1) or more of the members is a partnership, limited liability company, or corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate applicant shall apply, as applicable.

(d) The name, address, and telephone number of the owner of the real property upon, in, or from which the certified massage establishment is to be operated. In the event the applicant is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the applicant and the property owner authorizing use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant upon, in, or from the property owner's property.

(e) If the massage establishment will be located on a property in a residential or commercial condominium or other common interest development, the applicant shall submit a notarized statement from the homeowner's association or condominium owner's association acknowledging that the association has been advised that a massage establishment will be operated by the applicant and that such use of the property is allowed by the property's covenants, codes, and restrictions.

(f) A description of the proposed massage establishment, including the type of treatments to be administered.

(g) The name of each individual who the massage establishment employs or retains to perform massage therapy for compensation, whether on or off the massage establishment premises.

(h) The name of each individual who is regularly employed or retained by the massage establishment to perform services on the premises other than massage therapy, and the nature of their services.

(i) For each individual who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises, a copy of that individual's current

certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a copy of his or her current CAMTC-issued identification card.

(j) For each owner of the massage establishment who is a CAMTC-certified massage professional, a copy of his or her current certification from the CAMTC as a certified massage practitioner or as a certified massage therapist and a copy of his or her current CAMTC-issued identification card.

(k) For each owner of the massage establishment who is not a CAMTC-certified massage professional, the following information:

(1) Whether any owner of the massage establishment has within the five (5) years immediately preceding the date of application been convicted of any felony in any state.

(2) Whether any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code.

(3) The business, occupation, and employment history of each owner of the massage establishment for five (5) years preceding the date of application, and the inclusive dates of same.

(4) One (1) set of fingerprints to be taken at the permit authority, and any required fee for such fingerprinting shall be paid by the applicant.

(l) Whether any license or permit has ever been issued to the applicant by any jurisdiction under the provisions of any ordinance or statute governing massage or somatic practice, and as to any such license or permit, the name and address of the issuing authority, the effective dates of such license or permit, whether such license or permit was ever suspended, revoked, withdrawn, or denied; and copies of any documentary materials relating to such suspension, revocation, withdrawal, or denial.

(m) Such other information as may be required by the permit authority to determine compliance with any other eligibility requirements for issuance of the permit as specified by federal, state, or local law.

9.41.100. Permit issuance.

(a) The director shall issue a massage establishment permit if the applicant meets the requirements of this chapter and no grounds for denial exist under section 9.41.110. The director may impose conditions on the permit consistent with this chapter and applicable law.

(b) Notice to property owner. If the applicant is not the record owner of the property where the massage establishment is located, the director may send a written notice to the property owner advising of the issuance of the permit and of the regulations applicable to the massage establishment. The director may also provide the property owner with copies of any other notices or communications with the applicant sent at any time before or after issuance of the permit.

(c) Term. A massage establishment permit issued pursuant to the terms of this chapter shall be valid for a term of one (1) year from the date of issuance, and, unless suspended or revoked, must be renewed by the massage

establishment operator annually so long as the massage establishment is operating within the city.

9.41.110. Permit denial.

The director may deny an application for a massage establishment permit on any of the following grounds:

(a) The massage establishment, as proposed by the applicant, would not comply with the requirements of this chapter.

(b) The massage establishment, as proposed by the applicant, would not comply with any applicable law, including, but not limited to the city's building, fire, zoning, and health regulations.

(c) The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for a massage establishment permit.

(d) Any owner of the massage establishment, within five (5) years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any felony the commission of which occurred on the premises of a massage establishment.

(e) Any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code.

(f) Any owner of the massage establishment, within five (5) years of the date of application, has been convicted in a court of competent jurisdiction of any violation of Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 of the California Penal Code, or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.

(g) Any owner of the massage establishment has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Section 11225 through 11235 of the California Penal Code, or any similar provision of law in a jurisdiction outside the State of California.

(h) Any owner of the massage establishment, within five (5) years of the date of application, and as established by clear and convincing evidence, has engaged in acts prohibited under California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22.

(i) Any owner of the massage establishment who is an individual has not attained the age of eighteen (18) years.

(j) Any owner of the massage establishment, within five (5) years immediately preceding the date of filing of the application, has had a permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction.

(k) Any owner of the massage establishment currently owns or operates a massage establishment in the city of Sunnyvale that is not in good standing due to the existence of uncorrected violations or unpaid fines or fees.

9.41.120. Notice of denial – appeal.

(a) If an application for a massage establishment permit is denied, the director shall give written notice to the applicant specifying the grounds for denial.

(b) The applicant may appeal the decision to deny a massage establishment permit by filing a written notice of appeal with the city manager or designee within fifteen days after deposit of the decision in the mail, specifying in detail the grounds for such appeal.

(c) The city manager or designee shall set a time and place for the hearing on the appeal not less than fifteen days after the date the appeal was received by the city manager, and shall give written notice by mail to the applicant of the date, time, and place for the hearing. The hearing shall be conducted in accordance with section 9.41.180.

(d) After the hearing on the appeal, the city manager or designee may refer the matter back to the director for a new investigation and decision, may affirm the decision of the director, or may direct the director to issue the license. The decision of the city manager or designee upon such appeal shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

9.41.130. Amendments to permit.

(a) Whenever the information provided in the application for a certified massage establishment on file with the city changes, the operator shall file an application, provided by the director, to amend the permit to reflect such change. An application to amend a massage establishment permit shall be made by submitting an application on a form provided by the director. The application shall be accompanied by the fee established by the city's fee schedule.

(b) The application shall not be approved unless the director determines that the terms of the amended permit comply with all requirements of this chapter and all other local, state, and federal laws, and the massage establishment has no outstanding violations or unpaid citations or fees. Inspection of the massage establishment may be required prior to approval of the amendment.

(c) An amendment shall not be used to change the location or owners of a massage establishment. Instead, a new permit application is required.

(d) A denial of an application to amend a massage establishment permit may be appealed in the same manner as a denial of an application for a permit under section 9.41.120.

9.41.140. Requirements for all massage establishment facilities and operations.

(a) Operational requirements. Except as otherwise specifically provided in this chapter, the following operational requirements shall be applicable to all massage establishments located within the city:

(1) No massage establishment shall be kept open for business between the hours of ten p.m. (10:00 p.m.) of one (1) day and eight a.m. (8:00 a.m.) of the following day. A massage begun any time before ten p.m. (10:00 p.m.) must nevertheless terminate at ten p.m. (10:00 p.m.).

(2) The hours of operation of the massage establishment shall be displayed in a conspicuous public place in the reception and waiting area and in any front window clearly visible from outside of the massage establishment.

(3) Patrons and visitors shall be permitted in the massage establishment only during the hours of operation.

(4) During the hours of operation, patrons shall be permitted in massage therapy rooms only if at least one (1) duly authorized certified massage professional is present on the premises of the massage establishment. Patrons shall not be permitted in any employee break room on the premises.

(5) During the hours of operation, visitors shall not be permitted in massage therapy rooms except as follows:

(A) the parents or guardian of a patron who is a minor child may be present in the massage therapy room with that minor child;

(B) the minor child of a patron may be present in the massage therapy room with the patron when necessary for the supervision of the child; or

(C) the conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the massage therapy room with that elderly or disabled person.

(6) During the hours of operation, except as otherwise provided herein, no visitors shall be permitted in massage therapy rooms, break rooms, dressing rooms, showers, or any other room or part of the massage establishment premises other than the reception and waiting area or toilet rooms.

(7) Except for a patron who is inside a massage therapy room for the purpose of receiving a massage, no patrons or visitors shall be permitted in or on the massage establishment premises at any time who are less than fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing or similar intimate apparel.

(8) A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and may also be described in such other languages as may be convenient. No massage establishment operator shall permit, and no person employed or retained by the massage establishment shall offer to perform any services or request or demand fees other than those posted.

(9) The massage establishment shall keep on the premises a complete and current roster of all owners, operators, and managing employees of the massage establishment and all massage professionals and other persons employed or retained by the massage establishment. The roster shall include the name, residence address, and phone number of each individual. The roster shall

be available for inspection by city officials charged with the enforcement of this chapter.

(b) Physical facility and building and fire code requirements. Except as otherwise specifically provided in this chapter, the following physical facility and building code requirements shall be applicable to all massage establishments located within the city:

(1) Main entry door and reception and waiting area required. One (1) main entry door shall be provided for patron entry to the massage establishment, which shall open to an interior patron reception and waiting area immediately. All patrons and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the main entry door. Unless the massage establishment is a sole proprietorship or a home occupation with one or no other employees, the main entry door shall be unlocked at all times during business hours.

(2) No massage establishment located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

(3) All interior doors, including massage therapy rooms or cubicles, but excluding individual dressing rooms, showers, and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. Draw drapes, curtain enclosures, or accordion-pleated closures in lieu of doors are acceptable on all inner massage therapy rooms or cubicles.

(4) Minimum lighting equivalent to at least one (1) 40-watt light shall be provided in each massage therapy room or cubicle.

(5) A massage table shall be used for all massage therapy, with the exception of "Thai," "Shiatsu," and similar forms of massage therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen (18) inches.

(6) Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes, which may be shown by circumstantial evidence such as the presence of bedding, pillows, sleeping bags, suitcases, clothing, toiletries or other personal belongings, cooking appliances, utensils or food in excess of a business establishment's normal requirements.

(7) All locker facilities that are provided for the use of patrons shall be fully secured for the protection of the patrons' valuables, and each patron shall be given control of the key or other means of access.

(8) The massage establishment shall comply with all applicable state and local building and fire codes as adopted in Title 16 of this code.

(9) Home occupation--exemptions. Where a certified massage establishment is a home occupation, and the operator has complied with the provisions of section 19.42.010 of this code pertaining to home occupations, the provisions of subsections 9.41.140(a)(2) and 9.41.140(b)(1)-(3) and (b)(6) shall

not apply, and the portions of the residence subject to the requirements of subsections 9.41.140(b) and (c) shall be only those portions that are used at any time by the patron of the massage establishment.

(c) Health and safety requirements. Except as otherwise specifically provided in this chapter, the following health and safety requirements shall be applicable to all massage establishments located within the city:

(1) The massage establishment shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens, and all massage tables shall be covered with a clean sheet or other clean covering for each patron. After a towel, covering, or linen has been used once, it shall be deposited in a closed receptacle and not used again until properly laundered and sanitized. Towels, coverings, and linens shall be laundered either by regular commercial laundering, or by a noncommercial laundering process that includes immersion in water at least one hundred forty (140) degrees Fahrenheit for not less than fifteen (15) minutes during the washing or rinsing operation. Clean towels, coverings, and linens shall be stored in closed, clean cabinets when not in use. A certified massage professional engaged in the practice of outcall massage shall carry a sufficient quantity of clean and sanitary towels, sheets, and linens to comply with the requirements.

(2) All massage therapy rooms or cubicles, wet and dry heat rooms, toilet rooms, shower compartments, hot tubs, and pools shall be thoroughly cleaned and disinfected as needed, and at least once each business day when the premises has been or will be open and such facilities in use. All bathtubs shall be thoroughly cleaned and disinfected after each use.

(3) All liquids, creams, or other preparations used on or made available to patrons shall be kept in clean and closed containers. Powders may be kept in clean shakers. All bottles and containers shall be distinctly and correctly labeled to disclose their contents. When only a portion of a liquid, cream, or other preparation is to be used on or made available to a patron, it shall be removed from the container in such a way as not to contaminate the remaining portion.

(4) No invasive procedures shall be performed on any patron. Invasive procedures include, but are not limited to:

- (A) Application of electricity that contracts the muscle;
- (B) Penetration of the skin by metal needles;
- (C) Abrasion of the skin below the nonliving, epidermal layers;
- (D) Removal of skin by means of any razor-edged instrument or other device or tool;
- (E) Use of any needle-like instrument for the purpose of extracting skin blemishes; and
- (F) Other similar procedures.

(5) All bathrobes, bathing suits, and/or other garments that are provided for the use of patrons shall be either fully disposable and not used by more than one (1) patron, or shall be laundered after each use pursuant to subsection (C)(1) of this section.

(6) All combs, brushes, and/or other personal items of grooming or hygiene that are provided for the use of patrons shall be either fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

(7) No patrons shall be allowed to use any shower facilities of the massage establishment unless such patrons are wearing slip-resistant sandals or flip-flops while in the shower compartment. All footwear such as sandals or flip-flops that are provided for the use of patrons either shall be fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

(8) ~~P~~The patron's genitals, pubic area, anus, and areola and female patron's breasts must be fully draped at all times while any individual employed or retained by the massage establishment is in the massage room or cubicle with the patron. No massage shall be provided to a patron that results in intentional contact, or occasional and repetitive contact, with the genitals or anal region, pubic area, anus, or areola of a patron, or of a female patron's breasts without the written consent of the person receiving the massage and a referral from a licensed California health care provider.

(9) No alcoholic beverages shall be sold, served, or furnished to any patron; nor shall any alcoholic beverages be kept or possessed on the premises of a massage establishment.

(d) Attire and physical hygiene requirements. The following attire and physical hygiene requirements shall be applicable to all employees and any other persons who work permanently or temporarily on the premises of a massage establishment within the city, including, but not limited to, all persons who are employed or retained to practice massage for the massage establishment:

(1) No person shall dress in:

(A) attire that is transparent, see-through, or substantially exposes the person's undergarments;

(B) swim attire, unless providing a water-based massage modality approved by the CAMTC;

(C) a manner that exposes the person's chest, breasts, buttocks, or genitals;

(D) a manner that constitutes a violation of Section 314 of the California Penal Code.

(2) No massage establishment operator, employee, or visitor shall, while on the premises of a massage establishment or while performing any outcall massage service, and while in the presence of any patron, customer, employee or visitor, expose his or her chest, breast, buttocks, or genitals.

(3) All persons shall thoroughly wash their hands with soap and water or any equally effective cleansing agent immediately before providing massage to a patron. No massage shall be provided upon a surface of the skin or scalp of a patron where such skin is inflamed, broken (e.g., abraded or cut), or where a skin infection or eruption is present.

(e) Display of permit and certifications.

(1) The massage establishment permit shall be displayed in an open and conspicuous place on the premises visible from the main entry door and/or reception and waiting area of the massage establishment.

(2) Each person employed or retained by a massage establishment to perform massage in or on the premises or through an outcall massage service shall display on his or her person the valid current photograph-bearing identification card issued to that employee by the CAMTC. A copy of each such identification card and the person's original CAMTC certificate shall also be displayed in an open and conspicuous place visible from the main entry door and/or reception and waiting area of the massage establishment. The home address of any employee need not be displayed.

(f) Display of human trafficking notices.

(1) The massage establishment shall comply with the requirements in California Civil Code Section 52.6 related to the posting of information for victims of human trafficking.

9.41.150. Massage establishment inspections.

(a) The inspector shall have the right to enter any massage establishment during regular business hours, without a search or inspection warrant, to make reasonable inspection to ascertain whether there is compliance with the provisions of this chapter.

(b) The massage establishment operator shall take immediate action to correct each violation noted by the inspector. A reinspection will be performed to ensure that each violation noted by the inspector has been corrected.

9.41.160. Violations; moratorium.

(a) For the purpose of enforcing the requirements of this chapter, all owners and operators of the massage establishment shall be jointly and severally responsible for the conduct of all massage establishment employees, agents, independent contractors, or other representatives while such persons are on the premises of the massage establishment or providing outcall massage services on behalf of the massage establishment.

(b) In addition to any other remedy available to the city under applicable law, a massage establishment permit may be suspended or revoked as provided in Sections 9.41.170 and 9.41.180. Upon issuance of a final order by the director or city manager to revoke the massage permit, the massage establishment shall immediately cease operation, and, if so ordered by the hearing officer, no other massage establishment shall be permitted to operate at that location by any person for a period of not less than five (5) years ("the moratorium period"). If the operator is not also the legal owner of the real property on which the massage establishment is situated, notice of such revocation and the five-year prohibition shall be provided by the permit authority to the owner of record of the property as shown on the latest county assessment roll.

(c) In addition to any other remedy available to the city under applicable law, a massage establishment permit may not be renewed or amended

unless and until all due and unpaid citations issued pursuant to this chapter are paid in full, and all outstanding violations have been corrected.

(d) Notwithstanding any other provision of this chapter, where a Notice of Revocation or Suspension has been issued to the operator of a massage establishment pursuant to Section 9.41.180 of this chapter, the director shall not process or grant an application for a massage establishment permit for a new massage establishment at the same premises unless and until such Notice of Revocation or Suspension is dismissed; or a final determination is made pursuant to that section that the current operator's massage establishment permit is not or should not be revoked; or any moratorium period imposed pursuant to this chapter has expired.

9.41.170. Revocation or suspension.

All massage establishment operators shall be deemed to know and understand the requirements and prohibitions of this chapter. Any massage establishment permit issued pursuant to this chapter may be suspended or revoked by the director after a hearing, where the director finds that any of the following have occurred on even a single occasion:

(a) The permittee or any person employed or retained by the massage establishment has violated any provision of this chapter.

(b) The permittee or any person employed or retained by the massage establishment has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of, any of the following: California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22, or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.

(c) The permittee or any person employed or retained by the massage establishment is required to register under Section 290 of the California Penal Code.

(d) The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Section 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California.

(e) The permittee or any person employed or retained by the massage establishment has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment.

(f) The permittee has continued to operate the massage establishment after the massage establishment permit has been suspended.

(g) Massage has been performed on the premises of the massage establishment, with or without the permittee's actual knowledge, by any person who is not a duly authorized CAMTC-certified massage professional.

(h) A person who is not a duly authorized CAMTC-certified massage professional has provided outcall massage services through or on behalf of the massage establishment.

(i) There have been one (1) or more acts prohibited under California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 taking place on the premises of the massage establishment, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee.

(j) The permittee or any person employed or retained by the massage establishment or any other person on the premises of the massage establishment has engaged in conduct or committed acts that a reasonable person in the patron's position would understand as an offer to perform on or engage in with the patron acts that are sexual in nature or that involve touching of the patron's genitals, pubic area, anus, and areola or anal region.

(k) The permittee or any person employed or retained by the massage establishment has engaged in sexually suggestive advertising related to massage services on the premises of the massage establishment, including but not limited to displaying photographs of individuals clothed in swim attire, or attire that is transparent, see-through or substantially exposes the individual's undergarments, breasts, buttocks, or genitals, describing massage services as "erotic," "sensual" or similarly sexual in nature, listing advertisements in adult media, or describing the appearance or age of massage providers.

9.41.180. Hearing for revocation or suspension.

(a) The director shall give written notice of a hearing for the revocation or suspension of any permit granted pursuant to this chapter to the permittee. The notice shall set forth the time and place of the hearing, the ground or grounds upon which the hearing is based, the pertinent code sections, and a brief statement of the factual issues in support thereof. The notice shall be mailed, postage prepaid, addressed to the permittee at the last known address of the permittee, or it shall be delivered to the permittee personally, at least ten days prior to the hearing date.

(b) Within ten days of the hearing the director shall render his or her decision in writing, stating his or her findings and the action taken, if any. The decision letter shall be mailed, postage prepaid, addressed to the permittee at the last known address of the permittee, or it shall be delivered to the permittee personally.

(c) Within ten days from the deposit of the decision letter in the mail or its receipt by the permittee, whichever occurs first, the permittee may appeal the decision in writing to the city manager or designee, setting forth with particularity the ground or grounds for the appeal.

(d) The city manager or designee shall give written notice of the hearing on the appeal not less than ten days from the date the appeal was received by the city manager or designee. The hearing shall be conducted in accordance with section 9.41.190.

(e) After the hearing on the appeal, the city manager or designee may refer the matter back to the director for a new investigation and decision, may affirm the decision of the director, may dismiss the disciplinary action, or may

revoke or suspend the permit. The decision of the city manager or designee upon such appeal shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

(f) The notices provided to the massage establishment pursuant to this section may also be sent to the owner of the premises where the massage establishment is located. However, failure to provide notice to the property owner shall not invalidate any actions taken by the city.

9.41.190. Hearing rules.

The following rules shall apply to any hearing required by this chapter. All parties involved shall have the right to offer testimonial, documentary, and tangible evidence bearing on the issues, to be represented by counsel, and to confront and cross-examine witnesses. Any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Any hearing under this chapter may be continued for a reasonable time for the convenience of a party or witness.

9.41.200. Violations a public nuisance; penalties, nuisance abatement, and other remedies.

Any massage establishment operated, conducted, or maintained contrary to the provisions of this chapter shall be, and the same is hereby declared to be, unlawful and a public nuisance, and the city attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in the manner provided by law. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under this code or under state law.

SECTION 2. CHAPTER 19.12, SECTION 19.12.140 AMENDED. Section 19.12.140 of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.12.140. “M”

(1) [Text unchanged]

(2) “Massage establishment” means any business that offers massage therapy, baths, or health treatments involving massages or baths in exchange for compensation, as defined in chapter 9.41 of this code.

(3) “Massage establishment office or clinic” means any massage establishment other than a permitted home occupation pursuant to section 19.42.010.

(4)-(10) [Renumbered; text unchanged]

SECTION 3. CHAPTER 19.18, TABLE 19.18.030 AMENDED. Table 19.18.030 in Section 19.18.030 of the Sunnyvale Municipal Code is hereby amended to read as follows:

TABLE 19.18.030

Permitted, Conditionally Permitted and Prohibited Uses in Residential Zoning Districts

Residential Zoning Districts	R-0/R-1	R-1.5	R-1.7/PD	R-2	R-3	R-4	R-5	R-MH
1.-6.	[Text unchanged]							
7. Other uses								
7A.-7D.	[Text unchanged]							
7E. Massage establishment office or clinic	N	N	N	N	N	N	N	N
7F.-7O	[Text unchanged]							

SECTION 4. TITLE OF CHAPTER 19.60 AMENDED. The title of Chapter 19.60 is hereby amended to read as follows:

Chapter 19.60. ADULT BUSINESSES

SECTION 5. SECTION 19.60.010 AMENDED. Section 19.60.010 of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.60.010. Permitted uses—Zoning districts—M-S and M-3.

- (a) Adult business establishments, as defined in Chapter 9.40, shall be allowed in addition to other uses permitted in the M-S and M-3 zoning districts, subject to the requirements of this chapter.
- (b) Adult business establishments are prohibited uses in all other zoning districts.
- (c) For purposes of this chapter, unless the context clearly requires a different meaning, the words, terms and phrases set forth in this chapter shall have the same meanings given them in Chapters 9.40 and 9.41 of this code.

SECTION 6. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

SECTION 7. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 8. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 9. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on September 29, 2015, and because of substantial changes reintroduced at a regular meeting of the City Council held on _____, 2015, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on _____, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. ____-15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING THE CITY'S FEES, RATES AND
CHARGES RESOLUTION, PERTAINING TO ADULT
ENTERTAINMENT AND MASSAGE ESTABLISHMENTS
LICENSING AND PERMITTING FEES, AND SUPERSEDING
RESOLUTION NO. 717-15**

WHEREAS, the City Council of the City of Sunnyvale ("City") adopted Resolution No. 704-15, the Master Fee Schedule, on June 23, 2015; and

WHEREAS, on September 29, 2015, the City Council adopted Resolution No. 717-15, to amend the fees and rates pertaining to adult entertainment and massage establishments licensing and permitting fees; and

WHEREAS, the City now wishes to further amend the Fee Schedule to include a new permitting fee for massage businesses that engage solely in outcall massage and provide no on-premises services or treatment of clients; and

WHEREAS, the City Council is empowered to impose reasonable fees, rates, and charges to offset the costs for municipal services; and

WHEREAS, the City Council approved an ordinance updating and reenacting Chapter 9.41 (Massage Establishments and Professionals) of the Sunnyvale Municipal Code; and

WHEREAS, to ensure consistency with the new ordinance, the City desires to implement updated Licensing and Permitting Fees for Massage Establishments as set forth in Exhibit "A."

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

1. Section 7.06, "Adult Entertainment and Massage Establishments" of the Master Fee Schedule, is hereby adopted as set forth in Exhibit "A", attached hereto and incorporated herein.
2. The establishment of fees herein is exempt from the requirements of the California Environmental Quality Act pursuant to Public Resources Code 15378(b)(4) because it is related to the creation of government funding mechanisms or other fiscal activities which do not involve any commitment to any specific project.

3. This resolution shall be effective on the effective date of ordinance number ____-15 (Repealing and Reenacting Chapter 9.41 (Massage Establishments and Professionals) of the Sunnyvale Municipal Code.
4. This Resolution shall supersede Resolution No. 717-15.
5. All other provisions of Resolution No. 704-15 shall remain in effect.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

	Current Fiscal Year 2015/16	Proposed Fiscal Year 2015/16	Charge Code	Object Level 3 & 4	Title (Obj. Lvl. 3)	Title (Obj. Lvl. 4)
<u>SECTION 7.06 ADULT ENTERTAINMENT AND MESSAGE ESTABLISHMENTS</u> (SMC Ch. 9.40 and Ch. 9.41 and CA Business & Professions Code 4612)						
A. Adult Establishment License						
Application (includes background for first owner)	\$4,675.00	\$4,675.00	799583	1373	Adult Entertainment Permits	
Annual Renewal (includes background for first owner)	\$4,587.00	\$4,587.00	799583	1373	Adult Entertainment Permits	
Additional Owner(s) (Each)	\$110.00	\$110.00	799583	1373	Adult Entertainment Permits	
Non-Compliance Penalty	20% of Amt Due	20% of Amt Due	799583	1373	Adult Entertainment Permits	
B. Massage Establishment Permit (Not Certified with CAMTC)						
Application (includes background for first owner)	\$1,149.00	\$1,060.00	799583	1371	Misc. DPS Permits & Services	
Annual Renewal (includes background for first owner)	\$1,060.00	\$999.00	799583	1371	Misc. DPS Permits & Services	
Additional Owner (Each)	\$110.00	\$110.00	799583	1371	Misc. DPS Permits & Services	
Amendment Fee (<i>new</i>)	NEW	\$30.00	799583	1371	Misc. DPS Permits & Services	
Non-Compliance Penalty	\$250.00	\$250.00	799583	1371	Misc. DPS Permits & Services	
C. Massage Establishment License (CA Massage Therapy Council Certified)						
The fees for massage establishment license and massage therapist licenses are set in California Business & Professions Code 4612 and became effective January 1, 2012.						
	See	Text Deleted				
	Attachment D	No longer applicable				
C. Non-CAMTC Certified Therapist Exemption Application (<i>new</i>)	NEW	\$94.00	799583	1371	Misc. DPS Permits & Services	
D. Massage Establishment Permit (CAMTC Certified) (<i>new</i>)						
Application	NEW	\$999.00	799583	1371	Misc. DPS Permits & Services	
Annual Renewal	NEW	\$999.00	799583	1371	Misc. DPS Permits & Services	
Additional Owner (Each)	\$110.00	\$110.00	799583	1371	Misc. DPS Permits & Services	
Amendment Fee	\$30.00	\$30.00	799583	1371	Misc. DPS Permits & Services	
Non-Compliance Penalty	\$250.00	\$250.00	799583	1371	Misc. DPS Permits & Services	
E. Massage Establishment Permit- Outcall Only (<i>new</i>)						
<i>for businesses engaged solely in Outcall Massage - no on-premise services or treatment of clients</i>						
Owner (non-CAMTC Certified)	NEW	\$142.00	799583	1371	Misc. DPS Permits & Services	
<i>additional Owner (each)</i>	NEW	\$71.00	799583	1371	Misc. DPS Permits & Services	
Sole Proprietor or owner (CAMTC Certified)	NEW	\$81.00	799583	1371	Misc. DPS Permits & Services	
<i>additional Owner (each)</i>	NEW	\$10.00	799583	1371	Misc. DPS Permits & Services	
Additional Massage Therapists (each)	NEW	\$30.00	799583	1371	Misc. DPS Permits & Services	

Section 7.06: Adult Entertainment and Massage Establishments

B. Massage Establishment License (Not Certified with CAMTC)		
Application (includes background for first owner)	\$	1,060.00
Annual Renewal (includes background for first owner)	\$	999.00
Additional Owner (each)	\$	110.00
Non-Compliance Penalty	\$	250.00
D. Massage Establishment License (CAMTC Certified)		
Application	\$	999.00
Annual Renewal	\$	999.00
Additional Owner (each)	\$	49.00
Non-Compliance Penalty	\$	250.00
E. Massage Establishment License - Outcall Only		
<i>for businesses engaged solely in Outcall Massage - no on-premise services or treatment of clients</i>		
Owner (non-CAMTC Certified)	\$	142.00
<i>additional Owner (each)</i>	\$	71.00
Sole Proprietor or owner (CAMTC Certified)	\$	81.00
<i>additional Owner (each)</i>	\$	10.00
Additional Massage Therapists (each)	\$	30.00
<i>must be CAMTC Certified</i>		
Non-Compliance Penalty	\$	250.00

Proposed Fee: Massage Establishment Fees

<u>DIRECT COSTS</u>						
Personnel	Rate	Specialty Pay	Total Hrlly	Hours	Unit Cost	Total Cost
Public Safety Officer II **	\$ 148.00	\$ 6.69	\$ 154.69	2.00	\$ 309.37	
Public Safety Lieutenant **	\$ 172.50	\$ 7.77	\$ 180.27	2.00	\$ 360.54	
Dir. of Public Safety	\$ 235.34	\$ -	\$ 235.34	0.25	\$ 58.84	
Sr. Office Assistant	\$ 61.48	\$ -	\$ 61.48	1.00	\$ 61.48	
Management Analyst	\$ 92.27	\$ -	\$ 92.27	0.25	\$ 23.07	
Other	Rate per each			Units	Unit Cost	
Fingerprinting - DPS charge (Penal Code 13300 (e))	\$ 10.00			1.0	\$ 10.00	
Fingerprinting - DOJ cost	\$ 32.00			1.0	\$ 32.00	
Fingerprinting - FBI cost	\$ 19.00			1.0	\$ 19.00	
Finance/Banking Fee (DPS invoices)	\$ 2.97			1.0	\$ 2.97	
TOTAL DIRECT COSTS						\$ 877.27
TOTAL INDIRECT COSTS						\$ 120.51
Subtotal - Direct + Indirect						\$ 997.78
Plus: City-Wide Overhead						6.21% 61.96
TOTAL FEE BASIS:						\$ 1,059.74
PROPOSED FEE:						\$ 1,060.00
Notes:						
PSOII/LT: Officer time based on a two-person team performing an initial 1 hour review and 2 followup inspections at 1/2 hour each						
Sr. Office Asst. reviews background and assembles all documentation. Management Analyst approves prior to Chief's review.						
Fee calculations includes background and fingerprinting for first owner. Each additional owner is required to pay fingerprinting and processing fee						

Proposed Fee: Massage Establishment Fee, Additional Owner

Proposed Fee Worksheet - Establishments Only - Additional Charge						
<u>DIRECT COSTS</u>						
Personnel	Rate	Specialty Pay	Total Hrly	Hours	Unit Cost	Total Cost
Sr. Office Assistant	\$ 61.48	\$ -	\$ 61.48	0.50	\$ 30.74	
Other	Rate per each			Units	Unit Cost	
Fingerprinting - DPS charge (Penal Code 13300 (e))	\$ 10.00			1.0	\$ 10.00	
Fingerprinting - DOJ cost	\$ 32.00			1.0	\$ 32.00	
Fingerprinting - FBI cost	\$ 19.00			1.0	\$ 19.00	
Finance/Banking Fee (DPS invoices)	\$ 2.97			1.0	\$ 2.97	
TOTAL DIRECT COSTS						\$ 94.71
TOTAL INDIRECT COSTS						\$ 8.95
Subtotal - Direct + Indirect						\$ 103.66
Plus: City-Wide Overhead						6.21%
TOTAL FEE BASIS:						\$ 110.10
PROPOSED FEE:						\$ 110.00

Proposed Fee: Massage Establishment Fee, Outcall Only

DIRECT COSTS

Personnel	Rate	Specialty Pay	Total Hrlly	Hours	Unit Cost	Total Cost
Sr. Office Assistant	\$ 61.48	\$ -	\$ 61.48	0.75	\$ 46.11	
Other	Rate per each			Units	Unit Cost	
Notary Fee	\$ 10.00			1.0	\$ 10.00	
Fingerprinting - DPS charge (Penal Code 13300 (e))	\$ 10.00			1.0	\$ 10.00	
Fingerprinting - DOJ cost	\$ 32.00			1.0	\$ 32.00	
Fingerprinting - FBI cost	\$ 19.00			1.0	\$ 19.00	
Finance/Banking Fee (DPS invoices)	\$ 2.97			1.0	\$ 2.97	

TOTAL DIRECT COSTS	\$ 120.08
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TOTAL INDIRECT COSTS	\$	13.43
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Subtotal - Direct + Indirect	\$	133.51
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Plus: City-Wide Overhead	6.21%	8.29
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TOTAL FEE BASIS:	\$	141.80
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PROPOSED FEE:	\$ 142.00
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Notes:

Sr. Office Asst. sets up an appointment, reviews application, notarizes and assembles all documentation.

Management Analyst reviews documentation - N/C

City of Sunnyvale
Fiscal Year 2015/2016
Proposed Fee Schedule - Massage Establishment Permits

Proposed Fee: Massage Therapist Exemption Fee

Section 7.06 - C Massage Therapist Exemption Application

For existing non-CAMTC Certified Therapist who qualify for the exemption \$ 94.00

DIRECT COSTS							
Personnel	Rate	Specialty Pay	Total Rate	Total Hrs	Unit Cost	Total Cost	
Sr. Office Assistant	\$ 61.48	\$ -	\$ 61.48	0.50	\$ 30.43	\$ 30.43	
Other			Rate per each	Units	Unit Cost		
Fingerprinting - DPS charge (Penal Code 13300 (e))			\$ 10.00	1.0	\$ 10.00		
Fingerprinting - DOJ cost			\$ 32.00	1.0	\$ 32.00		
Fingerprinting - FBI cost			\$ 19.00	1.0	\$ 19.00		
Finance/Banking Fee (DPS invoices)			\$ 2.97	1.0	\$ 2.97	\$	63.97
TOTAL DIRECT COSTS				4.50		\$	94.40
INDIRECT COSTS: Program 477 - DPS Administration							
DEPARTMENT WIDE ADMIN	\$ 5,132,548	539,739	4.495	0.0000083281	\$ 42.74		
DEPARTMENT WIDE ISC	\$ 4,531,807	539,739	4.495	0.0000083281	\$ 37.74		
						0.00	
TOTAL INDIRECT COSTS						\$	-
Subtotal - Direct + Indirect						\$	94.40
Plus: City-Wide Overhead						6.21%	\$ -
TOTAL FEE BASIS						\$	94.40
PROPOSED FEE						\$	94.00

Proposed Fee: Amendment to Massage Establishment Permit

Section 7.06 B - Amendments to Massage Establishment License

- | | |
|---|----------|
| (a.) Any change to the name or telephone number of the massage establishment | \$ 30.00 |
| (b.) Any change to the name, residence address or phone number, business address or phone number of any owner of | \$ 30.00 |
| (c.) Any change to the name(s) of each individual who the massage establishment employs or retains to perform massage | \$ 30.00 |
| (d.) Any change to the description of the proposed massage establishment, including types of treatments to be | \$ 30.00 |

DIRECT COSTS							
Personnel	Rate	Specialty Pay	Total Rate	Total Hrs	Unit Cost	Total Cost	
Sr. Office Assistant	\$ 61.48	\$ -	\$ 61.48	0.50	\$ 30.43	\$ 30.43	
TOTAL DIRECT COSTS				0.50		\$ 30.43	
INDIRECT COSTS: Program 477 - DPS Administration							
DEPARTMENT WIDE ADMIN	\$ 5,132,548	539,739	0.495	0.0000009171	\$ 4.71		
DEPARTMENT WIDE ISC	\$ 4,531,807	539,739	0.495	0.0000009171	\$ 4.16		
						0.00	
TOTAL INDIRECT COSTS						\$ -	
Subtotal - Direct + Indirect						\$ 30.43	
Plus: City-Wide Overhead					6.21%	\$ -	
TOTAL FEE BASIS						\$ 30.43	
PROPOSED FEE						\$ 30.00	



City of Sunnyvale

Agenda Item

15-0384

Agenda Date: 10/27/2015

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, November 10, 2015 - City Council

Closed Session

15-0832 8 A.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957: PUBLIC EMPLOYEE APPOINTMENT
Title: City Attorney

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: Public Safety Managers Association (PSMA)
Employee organization: Public Safety Officers Association (PSOA)
Employee organization: Sunnyvale Employees Association (SEA)
Employee organization: Sunnyvale Managers Association (SMA)
Unrepresented Employees

Study Session

15-0078 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews

Public Hearings/General Business

15-0865 File #: 2015-7259
Location: 423 E. Maude Ave. (APN: 204-21-006)
Zoning: R-3 (Medium Density Residential)
Proposed Project: Call for Review by the City Council of a decision by the Planning Commission approving related applications on a 0.59-acre site:
DESIGN REVIEW to allow 11 townhome units;
VESTING TENTATIVE MAP to subdivide one lot into 11 lots plus one common lot, and
VARIANCE to allow an average front yard setback along Maude Ave. of 18 feet 10 inches, where 20 feet average is required.
Applicant / Owner: Classic Communities / Robert Alonso Trustee
Environmental Review: Mitigated Negative Declaration

15-0511 Introduce an Ordinance to Repeal Section 19.42.080 of Title 19 (Zoning) Regarding Private Security Cameras, and Find that the Project is Exempt from the Requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15061(b)(3)(Planning File: 2015-7148; Study

Tuesday, November 17, 2015 - City Council

Study Session

- 15-0166** 5 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Council 2016 Intergovernmental Relations Assignments
- 15-0946** 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)
Civic Center Modernization Project Site Planning Opportunities and Constraints

Public Hearings/General Business

- 15-0079** Appoint Applicants to Boards and Commissions
- 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
- 15-0912** File #: 2014-7416 and 2014-7417
Location: 915 DeGuigne Drive and 936 E. Duane Avenue (APNs: 205-21-001 and 2015-21-002)
Proposed Project:
General Plan Amendment to change from Industrial to Medium Density Residential for 915 DeGuigne Drive and from Industrial to Parks for 936 E. Duane Avenue;
Rezoning from M-S to R-3/PD for 915 DeGuigne Drive and M-S to PF for 936 E. Duane Avenue; and
East Sunnyvale Sense of Place Plan
Environmental Review: Environmental Impact Report.
Applicant/Owner: Watt Investments at Sunnyvale, LLC
- 15-0948** Authorize the City Manager to Execute a Funding Agreement between the City of Sunnyvale and Santa Clara Valley Water District for the Construction of Recreational Trails as Part of the Sunnyvale West Channel and Sunnyvale East Channel Project and Approve Budget Modification No. 12 to Appropriate \$500,000 from Park Dedication Funds for Construction of the Trail

Tuesday, December 1, 2015 - City Council

Closed Session

- 15-0521** 4 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: 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

5 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

Study Session

15-0860

6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Review Potential for Utility Users Tax Ballot Measure (Study Issue)

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

15-0934

Acknowledgement of the City's Operational Guidelines for the
Transportation Demand Management (TDM) Program and Amend Chapter
10.6 of the Municipal Code to Add New TDM Non-Compliance Fees

15-0951

\$15 by 2018 Regional Minimum Wage Goal Update

15-0952

Approve Actions Needed to Develop and Launch a Multi-Jurisdictional
Community Choice Energy Program in the South Bay, and Finding that
these Actions are Exempt from CEQA

Tuesday, December 15, 2015 - City Council

Closed Session

15-0522

4 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: 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

5 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

Study Session

15-0690

6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Potential Uses of City-owned Property located on Charles
Street and Mathilda Avenue near Iowa Avenue

15-0853

6:50 P.M. SPECIAL COUNCIL MEETING (Study Session)
Discussion of Upcoming Selection of 2016 Mayor and Vice Mayor

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)

15-0445

Civic Center Land Use and Financing Strategies

15-0945

Receive and File the FY 2014/15 Budgetary Year-End Financial Report,
Comprehensive Annual Financial Report, and Sunnyvale Financing
Authority Financial Report

Tuesday, January 5, 2016 - City Council

Public Hearings/General Business

16-0001

Select Mayor for 2016

16-0002

Select Vice Mayor for 2016

16-0009

Approve the 2016 City Council Meeting Calendar

16-0003

Annual Public Hearing - Discussion of Potential Council Study Issues and
Budget Issues for Calendar Year 2016

16-0004

City Council 2016 Appointments to Intergovernmental and Internal
Assignments, Council Subcommittees, and Community Member

Appointments

16-0005 Approve the Proposed 2016 Priority Issues and Short and Long-term Legislative Advocacy Positions (LAPs)

16-0006 2016 Seating Arrangements for City Council

Tuesday, January 12, 2016 - City Council

Special Order of the Day

16-0007 SPECIAL ORDER OF THE DAY - Recognition of Outgoing Mayor

16-0008 SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

16-0010 SPECIAL ORDER OF THE DAY - Ceremonial Oath for Incoming Mayor

16-0011 SPECIAL ORDER OF THE DAY - Ceremonial Oath for Incoming Vice Mayor

Public Hearings/General Business

15-0890 Consider Approval of Conversion Impact Report for Nick's Trailer Court, located at 1008 E. El Camino Real in Sunnyvale

Thursday, January 14, 2016 - City Council

Public Hearings/General Business

16-0013 8:30 A.M. SPECIAL COUNCIL MEETING
Council Budget Overview, Update and Prioritization Session

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

16-0015 Discussion and Possible Action Regarding Adoption of Council-ranked Study Issue Presentation Dates for 2016

Date to be Determined - City Council

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) (June 2016)
- 14-0429** Resolution Forming Homestead Road Underground Utility District - Public
Hearing
- 15-0588** Peery Park Specific Plan and Environmental Impact Report
- 15-0603** Lawrence Station Area Plan and Final Environmental Impact Report
- 15-0605** Land Use and Transportation Element and Environmental Impact Report
(February 2016)
- 15-0717** Consider Multi-family Residential Transportation Demand Management
Programs
- 15-0785** File #: 2015-7266
Location: 825 Tamarack Lane (APN: 213-29-053)
Zoning: R0
Proposed Project:
Appeal by the applicant of a Planning Commission decision denying a
Design Review Permit for a new two-story single-family home resulting in
3,117 square feet (2,717 square feet of living area and a 400 square-foot
two-car garage) and 56% floor area ratio. The existing 1,374 square foot
one-story single-family home will be demolished.
Applicant / Owner: Arsen Avagyan
Environmental Review: Categorical Exemption, Class 3
- 15-0788** Sunnyvale Golf Course Concession License Agreement



City of Sunnyvale

Agenda Item

15-0767

Agenda Date: 10/27/2015

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	10/13/15
2.	8/18/15	Prepare an Information Only Report to Council to explain how the Mary Avenue extension project is referenced in the adopted General Plan LUTE and Moffett Park Specific Plan	DPW	TBD	
3.	8/18/15	Look for potential matching funds for the Lawrence/Wildwood project and adjust TIF assumptions as needed	DPW	March 2016	
4.	9/29/15	Provide additional information to Council on the number of rounds of golf played and the effect on City revenues	DPW		10/22/15
5.	10/13/15	Schedule an agenda item for a future Council meeting on compensation and recruiting for school crossing guards	DPS/ HR		10/22/15

NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2015

No.	Date Requested	Study Issue Title	Requested By	Dept	Issue Paper Approved by City Manager
		No new Council-sponsored Study Issues.			



City of Sunnyvale

Agenda Item

15-0236

Agenda Date: 10/27/2015

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, October 5, 2015

7:00 PM

Library Program Room, Sunnyvale Public
Library, 665 W. Olive Ave., Sunnyvale, CA
94086

CALL TO ORDER

The meeting was called to order at 7:03 p.m.

ROLL CALL

Present: 4 - Chair Jill Shanmugasundaram
Board Member Daniel Bremond
Board Member Carey Wingyin Lai
Board Member Erika Torres

Council Liaison Jim Griffith (absent).

PRESENTATION

[15-0929](#) Teen Advisory Committee

Teen Advisory Committee (TAC) President Kevin Chen and Vice President Anjali Corzine, provided the Board with a presentation that highlighted the committee's role, responsibilities and community participation. Board Members thanked the committee for their service and involvement in the community.

PUBLIC ANNOUNCEMENTS

Chair Shanmugasundaram announced that recruitment is underway for the following commission openings:

- Arts Commission (1)
- Board of Building Code Appeals (3)
- Board of Library Trustees (1)
- Housing and Human Services Commission (1)
- Parks and Recreation Commission (1)
- Planning Commission (1)

Applications are due by 5 p.m. on Friday, October 16. General eligibility requirements include Sunnyvale residency and voter registration. For more

information and to download an application, visit BoardsandCommissions.inSunnyvale.com or call the Office of the City Clerk at (408) 730-7483 to request an application.

Applications to serve on a City board or commission are accepted on a continuous basis; applications received after the deadline will be considered for future openings.

CONSENT CALENDAR

1 [15-0930](#) Approval of Draft Minutes of September 14, 2015

Vice Chair Lai moved, and Board Member Bremond seconded, approval of the consent calendar as presented. The motion carried by the following vote:

Yes: 4 - Chair Shanmugasundaram
 Board Member Bremond
 Board Member Lai
 Board Member Torres

No: 0

PUBLIC COMMENTS

None.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

Board Member Bremond proposed providing color printing services to the public. Supervising Librarian Sue Kaplan informed the Board that color printing was available in the past on a trial basis and was not successful. The proposed Study Issue was not supported by the Board. No Study Issues were generated at this time.

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

Board Member Bremond provided the Board with an overview of the Repair Cafe Program held on September 27 at the Sunnyvale Public Library. The program was a great success.

-Staff Comments

Supervising Librarian Sue Kaplan noted the following:

- Bedbugs were recently discovered in Palo Alto and Berkeley's public libraries. When infestations are found, bedbug-sniffing dogs are brought in and the infected

furniture and surrounding surfaces are cleaned. Sunnyvale Library staff has not received any inquiries or concerns from the public to-date. For the past couple of years, staff has been replacing the Library chairs and tables in a phased approach. The new furniture reduces the possibility of bedbugs since the new chairs have either no fabric or very little, and lack crevices.

- Children's storytimes and the After School Homework Help have begun. The After School Program has become so popular that it has moved its location to the Teen Area.

- The Friends of the Sunnyvale Public Library will be funding the Career Online High School Program. The program is an educational service offered by Gale which offers adults the opportunity to earn an accredited high school diploma and credentialed career certificate at the same time.

INFORMATION ONLY ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 7:25 p.m.