



City of Sunnyvale

Notice and Agenda - Revised City Council

Tuesday, February 9, 2016

4:30 PM

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

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

4:30 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

[16-0094](#)

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 Officers Association
(PSOA)

Employee organization: Sunnyvale Employees Association
(SEA)

5 Adjourn Special Meeting

5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)

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

2 Roll Call

3 Public Comment**4 Study Session**[15-1018](#)

Board and Commission Interviews

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

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

CALL TO ORDER

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

SALUTE TO THE FLAG**ROLL CALL****PRESENTATION**[15-1084](#)

PRESENTATION - Midpeninsula Regional Open Space
District Presentation on Measure AA Projects

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 [16-0012](#) Approve City Council Meeting Minutes of January 5, 2016

Recommendation: Approve the City Council Meeting Minutes of January 5, 2016 as submitted.

- 1.B [16-0029](#) Approve City Council Meeting Minutes of January 12, 2016

Recommendation: Approve the City Council Meeting Minutes of January 12, 2016 as submitted.

- 1.C [16-0032](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

- 1.D [15-1078](#) Award a Contract to Deploy an Advanced Traffic Management System (F16-70), Make a Finding of CEQA Categorical Exemption, Accept a \$250,000 Contribution from Google, and Approve Budget Modification No. 21 to Appropriate \$320,435 in Traffic Impact Fees and the \$250,000 Donation from Google to Fund the Project

Recommendation: 1) Make a finding of CEQA categorical exemption pursuant to Class 1, 15301(c) for existing facilities; 2) accept a \$250,000 donation from Google to offset project costs; 3) approve Budget Modification No. 21 to appropriate the \$570,435 to fund the project; 4) award a contract in the amount of \$518,577 to Control Tech West Inc. to deploy an Advanced Traffic Management System, in substantially the same form as Attachment 2; and approve a 10% contract contingency in the amount of \$51,858.

- 1.E [15-1094](#) Reject all Proposals Received in Response to Request for Proposals No. F15-94 for an Enterprise Resource Planning (ERP) System

Recommendation: Reject the proposals received in response to Request for Proposals No. F15-94 for an Enterprise Resource Planning (ERP) System and Implementation Services.

- 1.F [15-1106](#) Authorize the City Manager to Execute Agreements with AMB Electrical Power Services LLC and ChargePoint Inc. Allowing the City to Participate in the Bay Area Charge Ahead Project to Install Four Electric Vehicle Charging Stations in Sunnyvale

through a California Energy Commission Grant; Adopt a Resolution to Establish the Electric Vehicle Charging Station Use Fee in the FY 15-16 Fee Schedule; Approve Budget Modification No. 22; and Find that the Project is Exempt from CEQA

Recommendation: 1) Authorize the City Manager to execute agreements with AMB Electrical Power Services, LLC and ChargePoint Inc. allowing the City to participate in the Bay Area Charge Ahead Project to install four electric vehicle charging stations in Sunnyvale through a grant awarded to the Bay Area Climate Collaborative from the California Energy Commission at a cost to the City of \$10,460; 2) Adopt a Resolution to establish the Electric Vehicle Charging Station Use Fee of \$1.50 per hour in the FY 15-16 Fee Schedule; 3) Approve Budget Modification No. 22; and 4) Make a finding of CEQA categorical exemption pursuant to Class 1 Section 15301(a) for existing facilities.

1.G [15-1121](#)

Adopt a Resolution to Amend the Salary Table of the City's Salary Resolution to Implement a 7% Wage Increase for the Classification of Casual Crossing Guard

Recommendation: Adopt a resolution to amend the Salary Table of the City's Salary Resolution revising the pay schedule for Pay Plan Category I to implement a 7% Wage Increase for the Classification of Casual Crossing Guard.

1.H [15-1046](#)

Authorize the City Manager to Execute an Easement Deed and Temporary Construction Easement to the Santa Clara Valley Water District (SCVWD) over a Portion of City Owned Property in Relation to the Wolfe Road Recycled Water Project

Recommendation: Adopt the resolution authorizing the City Manager or designee to execute an Easement Deed and Temporary Construction Easement to SCVWD over portions of the San Lucar Pump Station site.

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 [15-0383](#) Introduce an Ordinance Amending Chapter 9.28 (Regulation of Smoking) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code to Prohibit Smoking in All Outdoor Dining Areas, Near Doorways and Other Openings to Retail and Commercial Businesses, and in All Units and Common Areas of Multi-Family Residences; Finding of CEQA Exemption Pursuant to Guideline Section 15061(b)(3) (Study Issue)

Recommendation: Alternative 1: Find that the activity is exempt from environmental review pursuant to CEQA Guideline 15061(b)(3) and Introduce an Ordinance to amend the Sunnyvale Municipal Code (Title 9, Chapter 9.28) to prohibit smoking:

- a. in all outdoor dining areas;
- b. within 25 feet of doorways and windows of locations where smoking is prohibited;
- c. in common areas of multi-family housing;
- d. within 25 feet of doors and windows of multi-family housing;
- and
- e. in all multi-family housing units.

- 3 [16-0034](#) Support the Preferred Alignment of the Stevens Creek Trail as Recommended by the Joint Cities Working Team (JCWT) and Find that Action is Exempt from CEQA under CEQA Guidelines Sections 15262 and 15306 (Feasibility and Planning Studies and Information Collection)

Recommendation: Alternatives 1, 2(a), 3, 4, and 5:

1. Support the recommended alignment of the JCWT in Study Segment 1 (Dale Avenue/Heatherstone Way to Fremont Avenue). This includes an off-street trail along the 22 acres of open space along State Route (SR) 85 from Dale Avenue/Heatherstone Way to Fremont Avenue, and connections at Fremont Avenue, on both sides of SR 85. Collaborate with Mountain View to seek out grant funding for the master planning, environmental review, and potential construction.
2. (a) Upon completing environmental review and securing funding for potential construction of Study Segment 1, initiate a comprehensive traffic and parking study for an off-street bicycle/pedestrian trail on Bernardo Avenue for Study Segment 2 (Fremont Avenue to Homestead Road). If the traffic study indicates that an off-street facility is desirable as determined by the Sunnyvale City Council, then proceed to seek grant funding for trail master planning, environmental review and potential construction of Study Segment 2.
3. Collaborate with Cupertino and Los Altos to seek out grant funding for the master planning, environmental review, and construction of Study Segment 3 (Homestead Road to Stevens Creek Boulevard) improvements at Homestead Road (i.e., the Homestead Road bridge widening or Homestead Road pedestrian/bike bridge).
4. Support our regional partners as they pursue funding for closing the gap for the Stevens Creek Trail between Mountain View and Cupertino.
5. In an effort to achieve the regional goal of extending the Stevens Creek Trail the City will support and adopt the following policies as identified in the JCWT recommendation summary:
 - a. All trail projects should try to improve habitat values in and around Stevens Creek.
 - b. Existing public lands near Stevens Creek should be maintained as public land to preserve habitat and future trail opportunities.
 - c. Continue collaboration with regional partners for extension of the Stevens Creek Trail and support the alignment of a Stevens Creek Boulevard spur trail connection to Rancho San Antonio County Park.

- 4 [15-1104](#) Introduce an Ordinance Amending Chapter 5.36 (Taxicabs) of the Sunnyvale Municipal Code; Adopt a Resolution Amending Related Taxicab Franchise Fees, Rates and Charges; and Find CEQA Exemption per Guideline 15061(b)(3)

Recommendation: Alternative 1: Introduce an Ordinance Amending Chapter 5.36 (Taxicabs) of the Sunnyvale Municipal Code; and Adopt a Resolution Amending Related Fees, Rates and Charges; and Find CEQA Exemption per Guideline 15061(b)(3).

- 5 [16-0126](#) Update and Possible Council Action on the Amended North County and West Valley Cities Proposal, and Funding Categories, as an Advocacy Position as Part of the Envision Silicon Valley Process

Recommendation: Staff makes no recommendation.

- 6 [15-0957](#) Introduce an Ordinance Amending Title 18 (Subdivisions) of the Sunnyvale Municipal Code to Designate the Director of Public Works to Take Action on Final Maps and Offers of Dedication Stated on the Final Maps; Determine the Review Frequency of the Subject Delegation of Authority; and Find CEQA Exemption per Guideline 15061(b)(3)

Recommendation: Introduce an ordinance amending title 18 (subdivisions) of the Sunnyvale municipal code to designate the Director of Public Works to take actions for final maps and for offers of dedication stated on the final maps; Establish a three year review frequency of the subject delegation; and find a CEQA exemption per guideline 15061(b)(3).

- 7 [15-0988](#) Approval of Budget Modification No.17 to Appropriate Funds to Add Staff Positions in the Departments of Community Development, Public Safety and Public Works for Development Review and Construction Inspection Services and for On-call Building Inspection and Fire Inspection services, and Authority to Establish Contracts

Recommendation: Alternatives 1 and 4: Approve Budget Modification No. 17 to provide funds to hire additional staff in the Community Development, Public Works and Public Safety Departments to respond to the workload needs for development and environmental review, construction permitting and construction inspections; and delegate authority to the City Manager to establish temporary on-call staffing contracts at levels greater than \$100,000 as necessary, so long as the appropriation limit is not exceeded.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

| | |
|-------------------------|---|
| 16-0078 | Tentative Council Meeting Agenda Calendar |
| 16-0020 | Information/Action Items |
| 16-0075 | Study Session Summary of January 14, 2016 - Council Strategic Session - Prioritization and Policy Priorities Update |

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

16-0094

Agenda Date: 2/9/2016

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 Officers Association (PSOA)

Employee organization: Sunnyvale Employees Association (SEA)



City of Sunnyvale

Agenda Item

15-1018

Agenda Date: 2/9/2016

Board and Commission Interviews



City of Sunnyvale

Agenda Item

15-1084

Agenda Date: 2/9/2016

PRESENTATION - Midpeninsula Regional Open Space District Presentation on Measure AA Projects



City of Sunnyvale

Agenda Item

16-0012

Agenda Date: 2/9/2016

SUBJECT

Approve City Council Meeting Minutes of January 5, 2016

RECOMMENDATION

Approve the City Council Meeting Minutes of January 5, 2016 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, January 5, 2016

6:00 PM

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

Special Meeting-Closed Session-6 PM | Regular Meeting-7 PM

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Griffith called the meeting to order in Council Chambers.

SALUTE TO THE FLAG

Mayor Griffith led the salute to the flag.

ROLL CALL

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

CLOSED SESSION REPORT

Vice Mayor Martin-Milius reported the Council met in Closed Session pursuant to California Government Code Section 54957.6: Conference with Labor Negotiators; no direction was given, no action was taken.

SPECIAL PRESENTATION

Mayor Griffith presented a plaque to outgoing Director of Finance Grace Leung in appreciation for her service to the City.

ORAL COMMUNICATIONS

Kevin Chen, President of the Teen Advisory Committee extended an invitation to an upcoming Teen Advisory Committee sponsored blood drive.

Michael Goldman spoke regarding Library circulation and provided a PowerPoint

presentation.

Kevin Jackson, member of the Bicycle and Pedestrian Advisory Commission speaking for himself, spoke regarding a funding need for the Safe Routes to School program.

Vice Mayor Martin-Milius spoke regarding an article in the City's recent Quarterly Report regarding the City's position as a semi-finalist in the Georgetown University Energy Prize (GUEP) Competition for the City's "Energize Sunnyvale" program.

CONSENT CALENDAR

Councilmember Meyering pulled Items 1.A through 1.D, 1.F, 1.H and 1.K.

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

The motion carried by the following vote:

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

No: 0

Council took action on Item 1.D at this time. The balance of the Consent Calendar was handled following the Public Hearings/General Business portion of the agenda.

1.A [15-0770](#) Approve the Joint City Council and Successor Agency to the Redevelopment Agency Special Meeting Minutes of December 10, 2015

Public hearing opened at 10:07 p.m.

No speakers.

Public hearing closed at 10:07 p.m.

MOTION: Councilmember Martin-Milius moved and Vice Mayor Larsson seconded the motion to approve the Joint City Council and Successor Agency to the Redevelopment Agency Special Meeting Minutes of December 10, 2015 as

submitted.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.B [15-1073](#) Approve the List(s) of Claims and Bills Approved for Payment
by the City Manager

Public hearing opened at 10:08 p.m.

No speakers.

Public hearing closed at 10:08 p.m.

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

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.C [15-1061](#) Approve Budget Modification No. 19 for \$37,479 to Fund the
Comprehensive Standards of Coverage Study, Community
Risk Assessment, and Fire Station Condition and
Serviceability Assessment (RFQ I16-03)

Public hearing opened at 10:10 p.m.

No speakers.

Public hearing closed at 10:10 p.m.

MOTION: Councilmember Martin-Milius moved and Councilmember Davis seconded the motion to approve Budget Modification No. 19 in the amount of \$37,479 to provide additional funding for the Comprehensive Standards of Coverage Study, Community Risk Assessment, and Fire Station Condition and Serviceability Assessment contract with Citygate Associates, LLC.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.D [15-1075](#) Award of Four Multi-year Contracts for Services Related to the Food Scrap Collection Program (F16-43)

Public hearing opened at 7:20 p.m.

No speakers.

Public hearing closed at 7:20 p.m.

MOTION: Vice Mayor Martin-Milius and Councilmember Larsson seconded the motion to approve 1) Award four contracts, not to exceed budgeted amounts, to Bay Counties Waste Services, Recology Blossom Valley Organics, Zanker Road Resource Management, Ltd., and Zero Waste Development Company LLC; and 2) delegate authority to City Manager to renew the service agreements for up to three (3) additional years, subject to budgeted funding and acceptable pricing and service.

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

Following action on Item 1.D, Council handled the Public Hearings/General Business items.

1.E [15-1080](#) Award of Contract for Water Tank Mixing Systems (F16-63)

Award a contract in the amount of \$332,439 to PAX Water Technologies for PAX water mixers and water quality stations in substantially the same form as the attached draft purchase order.

1.F [15-1096](#) Adopt a Revision to the San Miguel School Open Space Master Plan

Public hearing opened at 10:14 p.m.

No speakers.

Public hearing closed at 10:14 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Martin-Milius seconded the motion to adopt a revision to the San Miguel School Open Space Master Plan to include the new classrooms as shown in Attachment 2 to the report.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.G [15-1097](#) Approve the Third Amendment to an Agreement between City of Sunnyvale and Sunnyvale Historical Society and Museum Association Pertaining to Design, Development, Construction and Lease of a Heritage Museum at the Sunnyvale Heritage Center to Install Solar Panels

Approve the Third Amendment to Agreement between City of Sunnyvale and Sunnyvale Historical Society and Museum Association Pertaining to Design, Development, Construction and Lease of a Heritage Museum at the Sunnyvale Heritage Center to Install Solar Panels.

1.H [15-1101](#) Award of Bid No. PW16-02 for Emergency Flow Management Improvements at the Water Pollution Control Plant

Public hearing opened at 10:19 p.m.

No speakers.

Public hearing closed at 10:19 p.m.

MOTION: Councilmember Martin-Milius moved and Councilmember Davis seconded the motion to 1) Make a finding of CEQA Categorical Exemption pursuant to Class 1, Section 15301 for maintenance and minor alterations of existing public facilities involving negligible or no expansion of use; 2) award a contract, in substantially the same format as Attachment 2 to the report and in the amount of \$1,545,100 to Anderson Pacific Engineering Construction, Inc.; and 3) approve a 10% construction contingency in the amount of \$154,510.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.I [15-1119](#) Adopt Ordinance No. 3070-16 Amending Ordinance No. 3053-15, the Nonexclusive Franchise for Yellow Checker Cab Company, Inc, DBA Checker Cab of Silicon Valley, to Add the DBA Rainbow Cab

Adopt Ordinance No. 3070-16.

1.J [15-1120](#) Adopt Ordinance No. 3071-16 Authorizing the Implementation of a Community Choice Aggregation (CCA) Program

Adopt Ordinance No. 3071-16.

1.K [16-0009](#) Approve the 2016 City Council Meeting Calendar

Public hearing opened at 10:22 p.m.

No speakers.

Public hearing closed at 10:22 p.m.

MOTION: Councilmember Martin-Milius moved and Councilmember Larsson seconded the motion to approve the proposed 2016 City Council Meeting dates through February 2017 as submitted.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

PUBLIC HEARINGS/GENERAL BUSINESS

2 [16-0001](#) Select Mayor for 2016

City Clerk Kathleen Franco Simmons provided the staff report.

Public hearing opened at 7:22 p.m.

David Wessel, speaking on his own behalf, spoke in support of David Whittum for Mayor.

Public hearing closed at 7:25 p.m.

Mayor Griffith called for nominations for Mayor.

1st nomination: Vice Mayor Martin-Milius nominated Councilmember Hendricks for Mayor.

Councilmember Hendricks accepted the nomination.

2nd nomination: Councilmember Meyering nominated Councilmember Whittum for Mayor.

Councilmember Whittum accepted the nomination.

Mayor Griffith closed nominations.

Councilmember Hendricks provided a candidate statement.

Councilmember Whittum provided a candidate statement.

VOTE on 1st nomination for Mayor- Councilmember Hendricks:

Yes: 4 - Mayor Griffith
Vice Mayor Martin-Milius
Councilmember Hendricks
Councilmember Larsson

No: 0

Abstain: 3 - Councilmember Meyering
Councilmember Whittum
Councilmember Davis

Pursuant to Council Policy, Mayor Griffith declared Council has elected Councilmember Hendricks to serve as Mayor for 2016.

Mayor Hendricks took the Mayor's seat and presided over the remainder of the meeting.

3 [16-0002](#) Select Vice Mayor for 2016

City Clerk Kathleen Franco Simmons provided the staff report.

Public hearing opened at 7:33 p.m.

David Wessel spoke in support of Councilmember Larsson for Vice Mayor.

Public hearing closed at 7:34 p.m.

Mayor Hendricks called for nominations for Vice Mayor.

1st nomination: Councilmember Griffith nominated Councilmember Larsson for Vice Mayor.

Councilmember Larsson accepted the nomination.

2nd nomination: Councilmember Whittum nominated Councilmember Davis for Vice Mayor.

Councilmember Davis accepted the nomination.

Mayor Hendricks closed nominations.

Councilmember Larsson provided a candidate statement.

Councilmember Davis provided a candidate statement.

VOTE on 1st nomination for Vice Mayor - Councilmember Larsson:

Yes: 4 - Mayor Hendricks
Vice Mayor Martin-Milius
Councilmember Griffith
Councilmember Larsson

No: 0

Abstain: 3 - Councilmember Meyering
Councilmember Whittum
Councilmember Davis

Pursuant to Council Policy, Mayor Hendricks declared Council has elected Councilmember Larsson to serve as Mayor for 2016.

4 [16-0003](#) Annual Public Hearing - Discussion of Potential Council Study
Issues and Budget Issues for Calendar Year 2016

Senior Management Analyst Yvette Blackford provided the staff report.

Public Hearing opened at 7:41 p.m.

Stan Hendryx spoke in support of a study issue regarding non-subsidized housing for low and moderate income service workers. Hendryx provided a PowerPoint presentation and submitted written materials.

Carol Weiss spoke in support of the study issue regarding wage theft.

Tim Oey spoke in support of DPW 16-01 Develop a Vision Zero Plan-Total Elimination of Traffic Fatalities.

Kevin Jackson, Bicycle and Pedestrian Advisory Commission member speaking for himself, spoke in support of DPW 16-01 Develop a Vision Zero Plan-Total Elimination of Traffic Fatalities, DPW 16-02 Determine what is required to Bring City Owned Off-Street Paths in Compliance with Current ADA Accessible & Bicycle Transportation Design Standards and commented that DPW 16-04 Development of Parking Survey Procedures for Provision of Bicycle Space was not written as intended by the Bicycle and Pedestrian Advisory Commission.

David O'Brien spoke in favor of DPW 16-04 Development of Parking Survey Procedures for Provision of Bicycle Space.

David Wessel spoke in support of the study issue regarding wage theft and in support of a previous speaker's comments regarding branch libraries.

John Cordes, Bicycle and Pedestrian Advisory Commission Vice Chair speaking for himself, spoke in support of DPW 16-01 Develop a Vision Zero Plan-Total Elimination of Traffic Fatalities, DPW 16-02 Determine what is required to Bring City Owned Off-Street Paths in Compliance with Current ADA Accessible & Bicycle Transportation Design Standards and DPW 16-04 Development of Parking Survey Procedures for Provision of Bicycle Space.

Michael Serrone, Sunnyvale Democratic Club, spoke in favor of the wage theft study issue, and in support of the proposed affordable housing study issue.

Public Hearing closed at 8:01 p.m.

Councilmember Griffith sponsored a budget issue for adding a Safe Routes to School to staff member. Councilmembers Martin-Milius and Davis co-sponsored the budget issue.

5 [16-0004](#) City Council 2016 Appointments to Intergovernmental and Internal Assignments, Council Subcommittees, and Community Member Appointments

Senior Management Analyst Yvette Blackford provided the staff report.

Councilmember Davis expressed interest in reappointment as an alternate to the SVRA Committee.

Public Hearing opened at 9:58 p.m.

No speakers.

Public Hearing closed at 9:58 p.m.

MOTION: Councilmember Griffith moved and Councilmember Martin-Milius seconded the motion to approve all assignments as drafted with the exception of Councilmember Meyering's appointment to the NLC Committee.

AMENDMENT: Councilmember Whittum moved to amend the motion to add back the appointment of Councilmember Meyering.
Councilmember Whittum withdrew the amendment.

The main motion carried by the following vote:

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

No: 0

Abstain: 1 - Councilmember Meyering

- 6** [16-0005](#) Approve the Proposed 2016 Priority Issues and Short and Long-term Legislative Advocacy Positions (LAPs)

Senior Management Analyst Yvette Blackford provided the staff report.

Public Hearing opened at 10:02 p.m.

No speakers.

Public Hearing closed at 10:02 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Davis seconded the motion to approve Alternative 1: Approve the Proposed 2016 Priority Issues and Legislative Advocacy Positions and Council Policy Long term Advocacy Positions as proposed to be amended.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

- 7** [15-0890](#) Consider Approval of Conversion Impact Report for Nick's Trailer Court, located at 1008 E. El Camino Real in Sunnyvale

Housing Officer Suzanne Ise provided the staff report. Translators provided Chinese and Spanish translations. Director of Community Development Trudi Ryan provided additional information.

Applicant Ardie Zahedani, St. Anton Communities, provided information regarding the process.

Public Hearing opened at 8:33 p.m.

Juan Salazar provided information regarding his mobile home.

Claudia Garcia provided information regarding her mobile home.

Public Hearing closed at 9:01 p.m.

Applicant Ardie Zahedani provided information in response to public testimony and Council questions. David Richman, Relocation Specialist, provided additional information.

MOTION: Councilmember Davis moved and Councilmember Larsson seconded the motion to approve Alternative 1: Find that preparation, noticing, and distribution of the Conversion Impact Report has been done in compliance with SMC Chapter 19.72, that the Conversion Impact Report, as modified by the applicant, includes adequate information and options, and that it takes adequate measures to address the adverse social and economic impacts on displaced residents and mobile home owners of a mobile home park conversion; and approve the draft Conversion Impact Report as provided in Attachments 1, 2 and 4 to the report.

FRIENDLY AMENDMENT: Councilmember Griffith offered a friendly amendment to address the speakers' comments that the appraisal numbers were not correct; that the approval be contingent upon satisfactory resolution of the appraisals. Councilmember Davis accepted the friendly amendment.

SUBSTITUTE MOTION: Councilmember Meyering offered a substitute motion to table the first motion and have the City work with County officials to come up with a plan to acquire the property, in the same manner that they worked out for the Buena Vista Mobile Home Park, and maintain it as low income housing. The substitute motion died due to lack of a second.

The main motion carried by the following vote:

Yes: 6 - Mayor Hendricks
Vice Mayor Larsson
Councilmember Whittum
Councilmember Griffith

Councilmember Martin-Milius
Councilmember Davis

No: 1 - Councilmember Meyering

Housing Officer Suzanne Ise summarized the next steps in the process. Director of Community Development Trudi Ryan provided additional information.

Public hearing continued:

Unidentified woman, owner at the Blue Bonnet Mobile Home Park, expressed concerns regarding where people can relocate.

Council recessed at 9:44 p.m.

Council reconvened at 9:55 p.m. with all Councilmembers present.

8 [16-0006](#) 2016 Seating Arrangements for City Council

By consensus and in order of seniority, Council determined the seating arrangements for 2016 as follows:

Mayor Hendricks remained in the Mayor's seat;
Vice Mayor Larsson selected to take the seat to the Mayor's right;
Councilmember Whittum selected to remain in his current seat to the Vice Mayor's right;
Councilmember Griffith selected to take the seat to the Mayor's left;
Councilmember Meyering selected to remain in the seat to Councilmember Whittum's right;
Councilmember Martin-Milius selected to take the seat to Councilmember's Griffith's right;
Councilmember Davis selected to remain in his current seat to Councilmember Martin-Milius' left.

Following action on the Public Hearings/General Business items, Council handled the balance of the Consent Calendar.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Councilmember Whittum reported his attendance at a meeting of the El Camino Real Bus Rapid Transit Policy Advisory Board and provided written materials.

Councilmember Martin-Milius reported her attendance at a LAFCO meeting.

Councilmember Griffith reported his attendance at a quarterly NASA meeting.

NON-AGENDA ITEMS & COMMENTS

-Council

None.

-City Manager

City Manager Deanna Santana reported the January 14 special meeting was first included on the TCMAC on September 10, 2015.

City Manager Santana reported an item regarding the Stevens Creek Trail and an item regarding medical marijuana would be added to the February 9 Council meeting.

INFORMATION ONLY REPORTS/ITEMS

| | |
|--------------------------------|--|
| <u>15-0516</u> | Tentative Council Meeting Agenda Calendar |
| <u>15-1109</u> | Information/Action Items |
| <u>15-0851</u> | Study Session Summary of December 15, 2015 - Discussion of Upcoming Selection of 2016 Mayor and Vice Mayor |
| <u>15-0009</u> | Board/Commission Meeting Minutes |

ADJOURNMENT

Mayor Hendricks adjourned the meeting at 10:38 p.m.



City of Sunnyvale

Agenda Item

16-0029

Agenda Date: 2/9/2016

SUBJECT

Approve City Council Meeting Minutes of January 12, 2016

RECOMMENDATION

Approve the City Council Meeting Minutes of January 12, 2016 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, January 12, 2016

7:00 PM

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

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Hendricks called the meeting to order.

SALUTE TO THE FLAG

Mayor Hendricks led the salute to the flag.

ROLL CALL

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

SPECIAL ORDER OF THE DAY

[16-0007](#) SPECIAL ORDER OF THE DAY - Recognition of Outgoing Mayor

Mayor Hendricks presented a plaque in recognition of Outgoing Mayor Jim Griffith. Councilmember Griffith provided outgoing remarks.

[16-0008](#) SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

Mayor Hendricks presented a certificate in recognition of Outgoing Vice Mayor Tara Martin-Milius. Councilmember Martin-Milius provided outgoing remarks.

[16-0010](#) SPECIAL ORDER OF THE DAY - Ceremonial Oath for Incoming Mayor

The Ceremonial Oath of Office for Glenn Hendricks was administered by his daughter, Grace Hendricks. Mayor Hendricks provided incoming remarks.

[16-0011](#)

SPECIAL ORDER OF THE DAY - Ceremonial Oath for
Incoming Vice Mayor

The Ceremonial Oath of Office for Gustav Larsson was administered by Gail Swegles. Vice Mayor Larsson provided incoming remarks.

ORAL COMMUNICATIONS

Jeanine Stanek and Margaret Lawson presented sports memorabilia items to be on display at the Sunnyvale Heritage Park Museum.

Kevin Bock, Executive Director of Summit Denali School, provided information regarding the school and requested the school be allowed to stay at the present location for up to three years.

Sue Johnson spoke in support of the request to allow Summit Denali School to remain at its current location for three years and encouraged approval of the Weddell campus zoning and planning permits.

Gabriela Enriquez spoke in support of Summit Denali School remaining at its current location for three years and in support of the Weddell project.

Yadira Olivar spoke in support of Summit Denali School and requested the school be allowed to stay in the present location for three years and in support of the Weddell project.

Bhavesh Patel spoke in support of Summit Denali and requested it continue in the current location.

Pat Castillo expressed appreciation to former Mayor Jim Griffith and former Vice Mayor Tara Martin-Milius for their service and leadership.

Deborah Marks spoke regarding Sunnyvale Urban Forest Advocates (SUFA) and provided a PowerPoint presentation.

Michael Goldman spoke regarding Library square footage needs and circulation and provided a PowerPoint presentation.

Robert Rothrock spoke regarding Summit Denali and requested support for the three-year lease at their location.

Julia Miller congratulated and thanked the new and outgoing Mayors and Vice Mayors.

CONSENT CALENDAR

Councilmember Meyering requested to record a No vote on Consent Calendar Items 1.A and 1.B.

MOTION: Vice Mayor Larsson moved and Councilmember Davis seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

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

No: 0

1.A [15-0950](#) Approve City Council Meeting Minutes of December 15, 2015

MOTION: Vice Mayor Larsson moved and Councilmember Davis seconded the motion to approve the City Council Meeting Minutes of December 15, 2015 as submitted.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

- 1.B** [15-1100](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

No: 1 - Councilmember Meyering

- 1.C** [15-1105](#) Approve a Special Agreement between the City of Sunnyvale and the Serenaders

Approve a Special Agreement between the City of Sunnyvale and the Serenaders.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

None.

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Meyering requested to be included as a co-sponsor on a study issue to enact an ordinance to combat wage theft in Sunnyvale.

-City Manager

City Manager Deanna Santana introduced Assistant City Manager Walter Rossmann.

INFORMATION ONLY REPORTS/ITEMS

[16-0017](#) Tentative Council Meeting Agenda Calendar

[16-0018](#) Information/Action Items

[16-0036](#) Study Session Summary of December 15, 2015 - Discussion of Potential Uses of City-owned Property located on Charles Street and Mathilda Avenue near Iowa Avenue

[16-0019](#) Board/Commission Meeting Minutes

ADJOURNMENT

Mayor Hendricks adjourned the meeting at 7:54 p.m.



City of Sunnyvale

Agenda Item

16-0032

Agenda Date: 2/9/2016

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 |
|----------|---------------------------|---------------------|
| 798 | 01/03/16 through 01/09/16 | \$1,246,610.59 |
| 799 | 01/10/16 through 01/16/16 | \$3,787,601.68 |
| 800 | 01/17/16 through 01/23/16 | \$5,094,001.68 |
| 801 | 01/24/16 through 01/30/16 | \$3,796,636.89 |

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, 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: Timothy J. Kirby, Acting Director of Finance

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

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

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|-------------|--------------|---|-----------------|--|----------------|----------------|-------------|---------------------|
| 100276140 | 1/5/16 | AECOM TECHNICAL SERVICES INC | 37653897 | Engineering Services | 1,455.00 | 0.00 | 1,455.00 | \$1,455.00 |
| 100276141 | 1/5/16 | AT&T | 0601975475 | Utilities - Telephone | 378.26 | 0.00 | 378.26 | \$378.26 |
| 100276142 | 1/5/16 | AT&T | 000007417068 | Utilities - Telephone | 38.08 | 0.00 | 38.08 | \$14,052.67 |
| | | | 000007417077 | Utilities - Telephone | 11,028.42 | 0.00 | 11,028.42 | |
| | | | 000007417465 | Utilities - Telephone | 2,906.04 | 0.00 | 2,906.04 | |
| | | | 000007417665 | Utilities - Telephone | 37.41 | 0.00 | 37.41 | |
| | | | 000007424057 | Utilities - Telephone | 42.72 | 0.00 | 42.72 | |
| 100276143 | 1/5/16 | ACCLAMATION INSURANCE MANAGEMENT | 107981 | Workers' Compensation - Administration | 24,583.33 | 0.00 | 24,583.33 | \$24,583.33 |
| 100276144 | 1/5/16 | AIRGAS USA LLC | 9045592505 | Chemicals | 145.77 | 0.00 | 145.77 | \$145.77 |
| 100276145 | 1/5/16 | ALTA PLANNING + DESIGN INC | 00-2015-294-2 | Consultants | 2,955.00 | 0.00 | 2,955.00 | \$2,955.00 |
| 100276146 | 1/5/16 | ANDERSON PACIFIC ENGINEERING | WPCPCHLRINE #06 | Construction Services | 175,135.83 | 0.00 | 175,135.83 | \$175,135.83 |
| 100276147 | 1/5/16 | APPLEONE EMPLOYMENT SERVICES | 01-3841718 | Contracts/Service Agreements | 6,486.66 | 0.00 | 6,486.66 | \$17,347.27 |
| | | | 01-3873405 | Contracts/Service Agreements | 5,585.09 | 0.00 | 5,585.09 | |
| | | | 01-3880574 | Contracts/Service Agreements | 5,275.52 | 0.00 | 5,275.52 | |
| 100276149 | 1/5/16 | AREA TRUCK DRIVING SCHOOL | 7452 | DED Services/Training - Training | 589.50 | 0.00 | 589.50 | \$589.50 |
| 100276150 | 1/5/16 | BACKFLOW PREVENTION SPECIALISTS INC | 4972 | Misc Equip Maint & Repair - Labor | 333.75 | 0.00 | 333.75 | \$382.12 |
| | | | 4972 | Misc Equip Maint & Repair - Materials | 48.37 | 0.00 | 48.37 | |
| 100276151 | 1/5/16 | BADGER METER INC | 1069888 | Water Meters | 8,222.56 | 0.00 | 8,222.56 | \$8,222.56 |
| 100276152 | 1/5/16 | BAY AREA NEWS GROUP DIGITAL FIRST MEDIA | 0005580142-OCT | Advertising Services | 145.00 | 0.00 | 145.00 | \$145.00 |
| 100276153 | 1/5/16 | BAY-VALLEY PEST CONTROL INC | 0197931 | Services Maintain Land Improv | 58.00 | 0.00 | 58.00 | \$2,177.00 |
| | | | 0198811 | Services Maintain Land Improv | 58.00 | 0.00 | 58.00 | |
| | | | 0199200 | Facilities Maint & Repair - Labor | 43.00 | 0.00 | 43.00 | |
| | | | 0199201 | Facilities Maint & Repair - Labor | 43.00 | 0.00 | 43.00 | |
| | | | 0199202 | Facilities Maint & Repair - Labor | 43.00 | 0.00 | 43.00 | |
| | | | 0199203 | Facilities Maint & Repair - Labor | 43.00 | 0.00 | 43.00 | |
| | | | 0199204 | Facilities Maint & Repair - Labor | 43.00 | 0.00 | 43.00 | |
| | | | 0199205 | Facilities Maint & Repair - Labor | 43.00 | 0.00 | 43.00 | |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|-------------|--------------|-----------------------------|-------------|-----------------------------------|----------------|----------------|-------------|--------------------|
| | | | 0199206 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0199207 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0199208 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0199209 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0199210 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0199211 | Facilities Maint & Repair - Labor | 64.00 | 0.00 | 64.00 | |
| | | | 0199212 | Facilities Maint & Repair - Labor | 32.00 | 0.00 | 32.00 | |
| | | | 0199213 | Facilities Maint & Repair - Labor | 56.00 | 0.00 | 56.00 | |
| | | | 0199215 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0199216 | Facilities Maint & Repair - Labor | 120.00 | 0.00 | 120.00 | |
| | | | 0199217 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0199218 | Facilities Maint & Repair - Labor | 120.00 | 0.00 | 120.00 | |
| | | | 0199219 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0199220 | Facilities Maint & Repair - Labor | 120.00 | 0.00 | 120.00 | |
| | | | 0199221 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0199222 | Facilities Maint & Repair - Labor | 120.00 | 0.00 | 120.00 | |
| | | | 0199223 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0199224 | Facilities Maint & Repair - Labor | 120.00 | 0.00 | 120.00 | |
| | | | 0199225 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0199226 | Facilities Maint & Repair - Labor | 120.00 | 0.00 | 120.00 | |
| | | | 0199227 | Facilities Maint & Repair - Labor | 86.00 | 0.00 | 86.00 | |
| | | | 0199244 | Services Maintain Land Improv | 120.00 | 0.00 | 120.00 | |
| | | | 0199249 | Services Maintain Land Improv | 58.00 | 0.00 | 58.00 | |
| | | | 0199254 | Facilities Maint & Repair - Labor | 120.00 | 0.00 | 120.00 | |
| 100276156 | 1/5/16 | BERTRAND FOX & ELLIOT | 24141 | Legal Services | 5,130.21 | 0.00 | 5,130.21 | \$5,130.21 |
| 100276157 | 1/5/16 | BOUND TREE MEDICAL LLC | 82005265 | Inventory Purchase | 1,990.14 | 0.00 | 1,990.14 | \$3,980.28 |
| | | | 82005266 | Inventory Purchase | 1,990.14 | 0.00 | 1,990.14 | |
| 100276158 | 1/5/16 | BRODART CO | 419739 | General Supplies | 73.42 | 0.00 | 73.42 | \$73.42 |
| 100276159 | 1/5/16 | CALTRONICS BUSINESS SYSTEMS | 1915779 | Equipment Rental/Lease | 11,201.61 | 0.00 | 11,201.61 | \$11,201.61 |
| 100276160 | 1/5/16 | CENTURY GRAPHICS | 43016 | Clothing, Uniforms & Access | 537.28 | 0.00 | 537.28 | \$4,873.96 |
| | | | 43017 | Clothing, Uniforms & Access | 1,659.11 | 0.00 | 1,659.11 | |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|-------------|--------------|-------------------------------|-------------|------------------------------|----------------|----------------|-------------|--------------------|
| | | | 43029 | Clothing, Uniforms & Access | 156.93 | 0.00 | 156.93 | |
| | | | 43030 | Clothing, Uniforms & Access | 1,609.05 | 0.00 | 1,609.05 | |
| | | | 43031 | Clothing, Uniforms & Access | 147.31 | 0.00 | 147.31 | |
| | | | 43033 | Clothing, Uniforms & Access | 292.67 | 0.00 | 292.67 | |
| | | | 43034 | Clothing, Uniforms & Access | 169.25 | 0.00 | 169.25 | |
| | | | 43222 | Clothing, Uniforms & Access | 250.94 | 0.00 | 250.94 | |
| | | | 43223 | Clothing, Uniforms & Access | 51.42 | 0.00 | 51.42 | |
| 100276161 | 1/5/16 | CHEMSEARCH | 2090250 | Chemicals | 852.17 | 0.00 | 852.17 | \$1,471.10 |
| 100276162 | 1/5/16 | COAST PERSONNEL SERVICES INC | 2109584 | Chemicals | 618.93 | 0.00 | 618.93 | \$14,180.99 |
| | | | 241366 | Contracts/Service Agreements | 832.00 | 0.00 | 832.00 | |
| | | | 241367 | Contracts/Service Agreements | 967.20 | 0.00 | 967.20 | |
| | | | 241368 | Contracts/Service Agreements | 967.20 | 0.00 | 967.20 | |
| | | | 241422 | Contracts/Service Agreements | 832.00 | 0.00 | 832.00 | |
| | | | 241423 | Contracts/Service Agreements | 531.96 | 0.00 | 531.96 | |
| | | | 241424 | Contracts/Service Agreements | 967.20 | 0.00 | 967.20 | |
| | | | 241425 | Contracts/Service Agreements | 870.48 | 0.00 | 870.48 | |
| | | | 241426 | Contracts/Service Agreements | 955.11 | 0.00 | 955.11 | |
| | | | 241427 | Contracts/Service Agreements | 846.30 | 0.00 | 846.30 | |
| | | | 241428 | Contracts/Service Agreements | 1,063.92 | 0.00 | 1,063.92 | |
| | | | 241429 | Contracts/Service Agreements | 870.48 | 0.00 | 870.48 | |
| | | | 241494 | Contracts/Service Agreements | 832.00 | 0.00 | 832.00 | |
| | | | 241495 | Contracts/Service Agreements | 217.62 | 0.00 | 217.62 | |
| | | | 241496 | Contracts/Service Agreements | 604.50 | 0.00 | 604.50 | |
| | | | 241497 | Contracts/Service Agreements | 1,082.06 | 0.00 | 1,082.06 | |
| | | | 241498 | Contracts/Service Agreements | 870.48 | 0.00 | 870.48 | |
| | | | 241499 | Contracts/Service Agreements | 870.48 | 0.00 | 870.48 | |
| 100276166 | 1/5/16 | CORIX WATER PRODUCTS (US) INC | 17513034626 | Construction Services | 396.06 | 0.00 | 396.06 | \$2,557.58 |
| | | | 17513035547 | Inventory Purchase | 1,587.64 | 14.60 | 1,573.04 | |
| | | | 17513035664 | Materials - Land Improve | 363.12 | 0.00 | 363.12 | |
| | | | 17513035665 | Inventory Purchase | 50.03 | 0.46 | 49.57 | |
| | | | 17513035781 | Inventory Purchase | 177.42 | 1.63 | 175.79 | |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|----------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 100276167 | 1/5/16 | CRITICAL REACH INC | 16-533 | Software As a Service | 785.00 | 0.00 | 785.00 | \$785.00 |
| 100276168 | 1/5/16 | CUBE SOLUTIONS | 17907 | Occupational Health and Safety Services | 743.55 | 0.00 | 743.55 | \$1,650.67 |
| | | | 17913 | Occupational Health and Safety Services | 172.34 | 0.00 | 172.34 | |
| | | | 17914 | Occupational Health and Safety Services | 734.78 | 0.00 | 734.78 | |
| 100276169 | 1/5/16 | DEPARTMENT OF JUSTICE | 139741 | Software As a Service | 1,876.98 | 0.00 | 1,876.98 | \$1,876.98 |
| 100276170 | 1/5/16 | EP 21 | 0056304-IN | General Supplies | 147.81 | 0.00 | 147.81 | \$147.81 |
| 100276172 | 1/5/16 | EMBARCADERO MEDIA | 2016 | Advertising Services | 1,245.00 | 0.00 | 1,245.00 | \$1,245.00 |
| 100276173 | 1/5/16 | EQUIFAX INFORMATION SERVICES LLC | 9467932 | Investigation Expense | 50.99 | 0.00 | 50.99 | \$50.99 |
| 100276174 | 1/5/16 | FEDERAL EXPRESS CORP | 5-260-82455 | Postage | 4.83 | 0.00 | 4.83 | \$4.83 |
| 100276176 | 1/5/16 | FERGUSON ENTERPRISES INC | 1122559-2 | Construction Services | 1,386.74 | 0.00 | 1,386.74 | \$9,144.74 |
| | | | 1131473 | Water Meter Boxes, Vaults, and Lids | 7,758.00 | 0.00 | 7,758.00 | |
| 100276177 | 1/5/16 | GARDENLAND POWER EQUIPMENT | 338478 | Misc Equip Maint & Repair - Materials | 326.95 | 0.00 | 326.95 | \$440.28 |
| | | | 339075 | Misc Equip Maint & Repair - Labor | 17.25 | 0.00 | 17.25 | |
| | | | 339075 | Misc Equip Maint & Repair - Materials | 96.08 | 0.00 | 96.08 | |
| 100276178 | 1/5/16 | GOLDEN GATE PETROLEUM | 671669 | Inventory Purchase | 3,775.00 | 0.00 | 3,775.00 | \$3,775.00 |
| 100276179 | 1/5/16 | GOLDFARB LIPMAN ATTORNEYS | 118023 | Legal Services | 3,700.50 | 0.00 | 3,700.50 | \$3,700.50 |
| 100276180 | 1/5/16 | GRAINGER | 9917239890 | Inventory Purchase | 181.83 | 0.00 | 181.83 | \$181.83 |
| 100276181 | 1/5/16 | GRANITE CONSTRUCTION CO | 918789 | Materials - Land Improve | 469.69 | 0.00 | 469.69 | \$1,730.32 |
| | | | 919184 | Materials - Land Improve | 405.75 | 0.00 | 405.75 | |
| | | | 919750 | Materials - Land Improve | 854.88 | 0.00 | 854.88 | |
| 100276182 | 1/5/16 | GRANITEROCK CO | 933679 | Materials - Land Improve | 1,492.23 | 0.00 | 1,492.23 | \$1,492.23 |
| 100276183 | 1/5/16 | GRAYBAR ELECTRIC CO INC | 982565694 | Comm Equip Maintain & Repair - Materials 2 | 95.74 | 0.00 | 95.74 | \$363.91 |
| | | | 982639794 | Comm Equip Maintain & Repair - Materials 2 | 268.17 | 0.00 | 268.17 | |
| 100276184 | 1/5/16 | HUGHES ASSOC INC | INV-1599493 | Miscellaneous Services | 9,923.34 | 0.00 | 9,923.34 | \$9,923.34 |
| 100276185 | 1/5/16 | HYDROSCIENCE ENGINEERS INC | 262013016 | Engineering Services | 1,015.00 | 0.00 | 1,015.00 | \$1,015.00 |
| 100276186 | 1/5/16 | INDEPENDENT ELECTRIC SUPPLY INC | S102577558.001 | Electrical Parts & Supplies | 82.18 | 0.00 | 82.18 | \$82.18 |
| 100276187 | 1/5/16 | INFORMATION SERVICES DEPT | ISD-37574 | Software As a Service | 1,783.20 | 0.00 | 1,783.20 | \$1,783.20 |
| 100276188 | 1/5/16 | INGRAM LIBRARY SERVICES INC | 90638801 | Library Acquisitions, Books | -51.31 | 0.00 | -51.31 | \$22,019.83 |
| | | | 91085730 | Library Acquisitions, Books | 394.88 | 0.00 | 394.88 | |
| | | | 91085731 | Library Acquisitions, Books | 20.91 | 0.00 | 20.91 | |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|-------------|--------------|-------------------------------|-------------|--|----------------|----------------|-------------|--------------------|
| | | | 91085732 | Library Acquisitions, Books | 47.74 | 0.00 | 47.74 | |
| | | | 91085733 | Library Acquisitions, Books | 2,364.39 | 0.00 | 2,364.39 | |
| | | | 91085733 | Library Materials Preprocessing | 148.75 | 0.00 | 148.75 | |
| | | | 91085734 | Library Acquisitions, Books | 3,972.88 | 0.00 | 3,972.88 | |
| | | | 91085734 | Library Materials Preprocessing | 252.81 | 0.00 | 252.81 | |
| | | | 91085735 | Library Acquisitions, Books | 3,123.81 | 0.00 | 3,123.81 | |
| | | | 91085735 | Library Materials Preprocessing | 153.10 | 0.00 | 153.10 | |
| | | | 91085736 | Library Acquisitions, Books | 5,430.98 | 0.00 | 5,430.98 | |
| | | | 91085736 | Library Materials Preprocessing | 673.23 | 0.00 | 673.23 | |
| | | | 91085737 | Library Acquisitions, Books | 4,042.46 | 0.00 | 4,042.46 | |
| | | | 91085737 | Library Materials Preprocessing | 301.18 | 0.00 | 301.18 | |
| | | | 91085738 | Library Acquisitions, Books | 1,060.52 | 0.00 | 1,060.52 | |
| | | | 91085738 | Library Materials Preprocessing | 83.50 | 0.00 | 83.50 | |
| 100276190 | 1/5/16 | IRVINE & JACHENS INC | 1225 | Clothing, Uniforms & Access | 235.99 | 0.00 | 235.99 | \$235.99 |
| 100276191 | 1/5/16 | JAVELCO EQUIPMENT SERVICE INC | 50153 | Miscellaneous Equipment Parts & Supplies | 150.73 | 0.00 | 150.73 | \$2,573.07 |
| | | | 50180 | Miscellaneous Equipment Parts & Supplies | 1,311.46 | 0.00 | 1,311.46 | |
| | | | 50184 | Miscellaneous Equipment Parts & Supplies | 1,110.88 | 0.00 | 1,110.88 | |
| 100276192 | 1/5/16 | KATHLEEN KRUEGER SASMITA | 1215 | Rec Instructors/Officials | 20.00 | 0.00 | 20.00 | \$20.00 |
| 100276193 | 1/5/16 | KELLY PAPER CO | 7673636 | General Supplies | 510.47 | 0.00 | 510.47 | \$510.47 |
| 100276194 | 1/5/16 | LOZANO SUNNYVALE CAR WASH | 018 | Auto Maint & Repair - Labor | 1,323.00 | 0.00 | 1,323.00 | \$1,323.00 |
| 100276195 | 1/5/16 | MALLORY SAFETY & SUPPLY LLC | 38681-0 | Inventory Purchase | 0.00 | 0.00 | 0.00 | \$1,015.17 |
| | | | 38682-0 | Inventory Purchase | 0.00 | 0.00 | 0.00 | |
| | | | 4017907 | Inventory Purchase | 141.72 | 0.00 | 141.72 | |
| | | | 4018056 | Inventory Purchase | 14.68 | 0.00 | 14.68 | |
| | | | 4019191 | Supplies, Safety | 858.77 | 0.00 | 858.77 | |
| 100276196 | 1/5/16 | MICRO FOCUS (US) INC | 96608598 | Software Licensing & Support | 12,866.30 | 0.00 | 12,866.30 | \$12,866.30 |
| 100276197 | 1/5/16 | MUSSON THEATRICAL INC | 00399888 | General Supplies | 150.08 | 0.00 | 150.08 | \$150.08 |
| 100276198 | 1/5/16 | NET TRANSCRIPTS INC | 0005057-IN | Investigation Expense | 69.75 | 0.00 | 69.75 | \$43.78 |
| | | | 0005057-OM | Investigation Expense | -69.75 | 0.00 | -69.75 | |
| | | | REV | | | | | |
| | | | 0005443-IN | Investigation Expense | 43.78 | 0.00 | 43.78 | |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--|--------------------|-----------------------------------|-----------------------|-----------------------|--------------------|----------------------|
| 100276199 | 1/5/16 | PACIFIC WEST SECURITY INC | 1004890 | Alarm Services | 293.68 | 0.00 | 293.68 | \$704.68 |
| | | | 1012097 | Alarm Services | 79.00 | 0.00 | 79.00 | |
| | | | 1012137 | Facilities Maint & Repair - Labor | 199.00 | 0.00 | 199.00 | |
| | | | 1012147 | Alarm Services | 133.00 | 0.00 | 133.00 | |
| 100276200 | 1/5/16 | PEAK DEMOCRACY INC | 614 | Software As a Service | 11,400.00 | 0.00 | 11,400.00 | \$11,400.00 |
| 100276201 | 1/5/16 | PINE CONE LUMBER CO INC | 619464 | Materials - Land Improve | 21.26 | 0.00 | 21.26 | \$1,175.73 |
| | | | 622569 | Materials - Land Improve | 201.08 | 0.00 | 201.08 | |
| | | | 622965 | Services Maintain Land Improv | 109.00 | 0.00 | 109.00 | |
| | | | 623378 | Inventory Purchase | 795.61 | 7.96 | 787.65 | |
| | | | 623379 | Materials - Land Improve | 56.74 | 0.00 | 56.74 | |
| 100276202 | 1/5/16 | POLLARDWATER.COM | 0027292 | Hand Tools | 446.22 | 0.00 | 446.22 | \$446.22 |
| 100276203 | 1/5/16 | PROXY NETWORKS INC | IN1510034 | Software Licensing & Support | 2,939.40 | 0.00 | 2,939.40 | \$2,939.40 |
| 100276204 | 1/5/16 | RAYVERN LIGHTING SUPPLY CO INC | 38681-0 | Inventory Purchase | 812.53 | 0.00 | 812.53 | \$1,706.85 |
| | | | 38682-0 | Inventory Purchase | 894.32 | 0.00 | 894.32 | |
| 100276205 | 1/5/16 | REDWOOD SOFTWARE INC | 14415 | Software Licensing & Support | 21,675.00 | 0.00 | 21,675.00 | \$21,675.00 |
| 100276206 | 1/5/16 | REED & GRAHAM INC | 851917 | Materials - Land Improve | 513.09 | 0.00 | 513.09 | \$1,644.59 |
| | | | 852005 | Materials - Land Improve | 1,131.50 | 0.00 | 1,131.50 | |
| 100276207 | 1/5/16 | RENNE SLOAN HOLTZMAN SAKAI LLP | 29678 | Legal Services | 269.50 | 0.00 | 269.50 | \$11,074.96 |
| | | | 29679 | Legal Services | 4,636.00 | 0.00 | 4,636.00 | |
| | | | 29698 | Legal Services | 6,169.46 | 0.00 | 6,169.46 | |
| 100276208 | 1/5/16 | ROBERT HALF TECHNOLOGY | 44667750 | Contracts/Service Agreements | 4,994.40 | 0.00 | 4,994.40 | \$4,994.40 |
| 100276209 | 1/5/16 | SADA SYSTEMS INC | 121081 | Software Licensing & Support | 69,060.00 | 0.00 | 69,060.00 | \$69,060.00 |
| 100276210 | 1/5/16 | SAFEWAY INC | 806331-122215 | Inventory Purchase | 23.64 | 0.00 | 23.64 | \$23.64 |
| 100276211 | 1/5/16 | SANTA CLARA VALLEY HEALTH & HOSPITAL SYS | H5639148500 | Medical Services | 1,773.00 | 0.00 | 1,773.00 | \$1,773.00 |
| 100276212 | 1/5/16 | SHRED-IT USA LLC | 8120497576 | Records Related Services | 275.50 | 0.00 | 275.50 | \$591.14 |
| | | | 9408641212 | Records Related Services | 140.00 | 0.00 | 140.00 | |
| | | | DG38291313 | Records Related Services | 70.00 | 0.00 | 70.00 | |
| | | | DG38295222 | Records Related Services | 105.64 | 0.00 | 105.64 | |
| 100276213 | 1/5/16 | SUNBELT RENTALS INC | 56933054-001 | Services Maintain Land Improv | 262.75 | 0.00 | 262.75 | \$262.75 |
| 100276214 | 1/5/16 | TELECOM LAW FIRM PC | 247 | Legal Services | 196.00 | 0.00 | 196.00 | \$196.00 |

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|--------------------|---------------------|-----------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 100276215 | 1/5/16 | UNITED PARCEL SERVICE | 0000966608495 | Mailing & Delivery Services | 261.39 | 0.00 | 261.39 | \$261.39 |
| 100276216 | 1/5/16 | UNIVAR USA INC | SJ722829 | Chemicals | 3,109.91 | 0.00 | 3,109.91 | \$3,109.91 |
| 100276217 | 1/5/16 | VERIZON WIRELESS | 9000022544 | Communication Equipment | 13.12 | 0.00 | 13.12 | \$26.24 |
| | | | 9000022545 | Communication Equipment | 13.12 | 0.00 | 13.12 | |
| 100276218 | 1/5/16 | VLACH REPAIR SERVICE | 13471 | Comm Equip Maintain & Repair - Labor 1 | 144.00 | 0.00 | 144.00 | \$199.22 |
| | | | 13471 | Comm Equip Maintain & Repair - Materials 2 | 55.22 | 0.00 | 55.22 | |
| 100276219 | 1/5/16 | WILMA VAUGHN | 12172015EXAM | DED Services/Training - Support Services | 90.00 | 0.00 | 90.00 | \$90.00 |
| 100276220 | 1/5/16 | ZALCO LABORATORIES | 1512136 | Miscellaneous Services | 330.00 | 0.00 | 330.00 | \$330.00 |
| 100276221 | 1/5/16 | PACIFIC GAS & ELECTRIC CO | 03142830051215 | Utilities - Electric | 24,492.08 | 0.00 | 24,492.08 | \$28,578.48 |
| | | | 03958470701215 | Utilities - Electric | 3,553.23 | 0.00 | 3,553.23 | |
| | | | 06075131481115 | Utilities - Electric | 10.81 | 0.00 | 10.81 | |
| | | | 06075133001115 | Utilities - Electric | 12.20 | 0.00 | 12.20 | |
| | | | 14823837851115 | Utilities - Electric | 59.33 | 0.00 | 59.33 | |
| | | | 18068041901115 | Utilities - Electric | 101.70 | 0.00 | 101.70 | |
| | | | 19867842521115 | Utilities - Electric | 48.37 | 0.00 | 48.37 | |
| | | | 24528699501215 | Utilities - Electric | 10.84 | 0.00 | 10.84 | |
| | | | 25900730021215 | Utilities - Electric | 61.58 | 0.00 | 61.58 | |
| | | | 38257235831115 | Utilities - Electric | 10.38 | 0.00 | 10.38 | |
| | | | 39509111001115 | Utilities - Electric | 50.49 | 0.00 | 50.49 | |
| | | | 43357992721215 | Utilities - Electric | 12.46 | 0.00 | 12.46 | |
| | | | 45039216731215 | Utilities - Electric | 11.02 | 0.00 | 11.02 | |
| | | | 48131400741115 | Utilities - Electric | 11.01 | 0.00 | 11.01 | |
| | | | 81703231611215 | Utilities - Electric | 17.84 | 0.00 | 17.84 | |
| | | | 89805160051215 | Utilities - Electric | 10.84 | 0.00 | 10.84 | |
| | | | 91290311061215 | Utilities - Electric | 56.34 | 0.00 | 56.34 | |
| | | | 94639783771215 | Utilities - Electric | 47.96 | 0.00 | 47.96 | |
| 100276223 | 1/5/16 | DAUS ENVIRONMENTAL SERVICES | BL068518-2016 | Business License Tax | 35.14 | 0.00 | 35.14 | \$35.14 |
| 100276224 | 1/5/16 | SUNNY VEIL LLC | BL070288-2015 | Business License Tax | 230.28 | 0.00 | 230.28 | \$230.28 |
| 100276225 | 1/5/16 | VAHISHTA LLC | BL070289-2015 | Business License Tax | 258.73 | 0.00 | 258.73 | \$258.73 |
| 100276226 | 1/5/16 | ADI KAMHAJI | 296701 | Refund Recreation Fees | 148.00 | 0.00 | 148.00 | \$148.00 |

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|--------------------|---------------------|---------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 100276227 | 1/5/16 | DEVCON CONSTRUCTION INC | M#10607575 | Deposits Payable - Hydrant Meter | 2,262.00 | 0.00 | 2,262.00 | \$2,188.14 |
| | | | M#10607575 | Water Sales - Metered | -73.86 | 0.00 | -73.86 | |
| 100276228 | 1/5/16 | KPRS CONSTRUCTION SERVICES INC | BL070291-2015 | Business License Tax | 17.06 | 0.00 | 17.06 | \$17.06 |
| 100276229 | 1/5/16 | PALO ALTO BALLET SCHOOL | 56206 | Deposits Payable - Facility Rental | 500.00 | 0.00 | 500.00 | \$500.00 |
| 100276230 | 1/5/16 | PMB INTELLIGENCE LLC | BL065117-2016 | Business License Tax | 58.58 | 0.00 | 58.58 | \$58.58 |
| 100276231 | 1/5/16 | PRESTON PIPELINES INC | M#11508617 | Deposits Payable - Hydrant Meter | 2,262.00 | 0.00 | 2,262.00 | \$1,408.88 |
| | | | M#11508617 | Water Sales - Metered | -853.12 | 0.00 | -853.12 | |
| 100276232 | 1/5/16 | SYCAMORE HOMES | M#232665 | Deposits Payable - Hydrant Meter | 2,262.00 | 0.00 | 2,262.00 | \$2,132.85 |
| | | | M#232665 | Water Sales - Metered | -129.15 | 0.00 | -129.15 | |
| 100276233 | 1/5/16 | TAKE IT FOR GRANITE | BL069719 | Business License Tax | 28.45 | 0.00 | 28.45 | \$28.45 |
| 100276234 | 1/5/16 | UNDERGROUND CONSTRUCTION CO INC | M#311623 | Deposits Payable - Hydrant Meter | 2,262.00 | 0.00 | 2,262.00 | \$2,048.73 |
| | | | M#311623 | Water Sales - Metered | -26.87 | 0.00 | -26.87 | |
| | | | M#311623 | Damage to City Property | -186.40 | 0.00 | -186.40 | |
| 100276235 | 1/5/16 | WEST VALLEY CONSTRUCTION | M#313132 | Deposits Payable - Hydrant Meter | 2,262.00 | 0.00 | 2,262.00 | \$2,184.44 |
| | | | M#313132 | Water Sales - Metered | -77.56 | 0.00 | -77.56 | |
| 100276236 | 1/7/16 | 3M | UM32361 | Library Periodicals/Databases | 4,890.56 | 0.00 | 4,890.56 | \$4,890.56 |
| 100276237 | 1/7/16 | 4LEAF INC | J1963D | Miscellaneous Services | 14,840.75 | 0.00 | 14,840.75 | \$14,840.75 |
| 100276238 | 1/7/16 | AT&T | 12/17-1/16/16 | Utilities - Mobile Phones - City Mobile Phones | 271.12 | 0.00 | 271.12 | \$271.12 |
| 100276239 | 1/7/16 | AIR LIQUIDE INDUSTRIAL US LP | 62119256 | Inventory Purchase | 149.61 | 0.00 | 149.61 | \$279.14 |
| | | | 63327516 | Inventory Purchase | 201.45 | 0.00 | 201.45 | |
| | | | 63327517 | Supplies, First Aid | 312.23 | 0.00 | 312.23 | |
| | | | 63328508 | Supplies, First Aid | 261.87 | 0.00 | 261.87 | |
| | | | 63328619 | Supplies, First Aid | -646.02 | 0.00 | -646.02 | |
| 100276240 | 1/7/16 | ALAN R BALES | 11822 | Contracts/Service Agreements | 1,146.00 | 0.00 | 1,146.00 | \$1,146.00 |
| 100276241 | 1/7/16 | ALEJANDRO PADILLA | LSCAPE | Contracts/Service Agreements | 800.00 | 0.00 | 800.00 | \$800.00 |
| | | | REBATE | | | | | |
| 100276242 | 1/7/16 | AMFASOFT CORP | GERDLAU-03 | DED Services/Training - Training | 182.50 | 0.00 | 182.50 | \$502.50 |
| | | | GERDLAU-04 | DED Services/Training - Training | 320.00 | 0.00 | 320.00 | |
| 100276243 | 1/7/16 | ANDY CHIN | 9040 | Contracts/Service Agreements | 496.00 | 0.00 | 496.00 | \$496.00 |
| 100276244 | 1/7/16 | ANUJ AGGARWAL | 8649 | Contracts/Service Agreements | 630.00 | 0.00 | 630.00 | \$630.00 |
| 100276245 | 1/7/16 | APPLEONE EMPLOYMENT SERVICES | 01-3888438 | Contracts/Service Agreements | 5,838.60 | 0.00 | 5,838.60 | \$5,838.60 |

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| 100276246 | 1/7/16 | ASTRA RADIO COMMUNICATIONS | 77914 | Clothing, Uniforms & Access | -467.63 | 0.00 | -467.63 | \$852.72 |
| | | | 77915 | Clothing, Uniforms & Access | 435.00 | 0.00 | 435.00 | |
| | | | 79130 | Clothing, Uniforms & Access | 885.35 | 0.00 | 885.35 | |
| 100276247 | 1/7/16 | ATUL R KHANZODE | LSCAPE | Contracts/Service Agreements | 560.00 | 0.00 | 560.00 | \$560.00 |
| | | | REBATE | | | | | |
| 100276248 | 1/7/16 | BLX GROUP LLC | 6124463-101515 | Financial Services | 2,000.00 | 0.00 | 2,000.00 | \$2,000.00 |
| 100276249 | 1/7/16 | BAKER & TAYLOR | 4011439618 | Library Acquisitions, Books | 344.95 | 0.00 | 344.95 | \$2,438.69 |
| | | | 4011439618 | Library Materials Preprocessing | 9.52 | 0.00 | 9.52 | |
| | | | 4011439729 | Library Acquisitions, Books | 1,710.12 | 0.00 | 1,710.12 | |
| | | | 4011439729 | Library Materials Preprocessing | 76.36 | 0.00 | 76.36 | |
| | | | 4011451289 | Library Acquisitions, Books | 285.02 | 0.00 | 285.02 | |
| | | | 4011451289 | Library Materials Preprocessing | 12.72 | 0.00 | 12.72 | |
| 100276250 | 1/7/16 | BARBARA M GROTH | 8044 | Contracts/Service Agreements | 1,071.00 | 0.00 | 1,071.00 | \$1,071.00 |
| 100276251 | 1/7/16 | BARBARA POLLACK | LSCAPE | Contracts/Service Agreements | 388.00 | 0.00 | 388.00 | \$388.00 |
| | | | REBATE | | | | | |
| 100276252 | 1/7/16 | BARTEL ASSOC LLC | 15-797 | Financial Services | 525.00 | 0.00 | 525.00 | \$525.00 |
| 100276253 | 1/7/16 | BAUER COMPRESSORS INC | 0000205609 | Clothing, Uniforms & Access | 5,857.82 | 0.00 | 5,857.82 | \$5,857.82 |
| 100276254 | 1/7/16 | BAY AREA WATER SUPPLY & CONSERVATION ACY | 2713 | Membership Fees | 45,950.00 | 0.00 | 45,950.00 | \$45,950.00 |
| 100276255 | 1/7/16 | BILL WILSON CENTER | OCT2015 | Contracts/Service Agreements | 10,831.65 | 0.00 | 10,831.65 | \$10,831.65 |
| 100276256 | 1/7/16 | BIO-SWEEP INC | 20152 | Inventory Purchase | 667.34 | 0.00 | 667.34 | \$667.34 |
| 100276257 | 1/7/16 | BOB MURRAY & ASSOC | 6524 | Professional Services | 1,515.35 | 0.00 | 1,515.35 | \$1,515.35 |
| 100276258 | 1/7/16 | CSAC EXCESS INSURANCE AUTHORITY | 16401171 | Insurances - Employee Assistance Program | 13,512.96 | 0.00 | 13,512.96 | \$13,512.96 |
| 100276259 | 1/7/16 | CSG CONSULTANTS INC | 0131280 | Consultants | 8,128.00 | 0.00 | 8,128.00 | \$8,128.00 |
| 100276260 | 1/7/16 | CALIFORNIA COOKING INC | 9963 | Miscellaneous Services | 150.08 | 0.00 | 150.08 | \$150.08 |
| 100276261 | 1/7/16 | CANDACE HALBIG | 11165 | Contracts/Service Agreements | 1,177.00 | 0.00 | 1,177.00 | \$1,177.00 |
| 100276262 | 1/7/16 | CENTURY GRAPHICS | 43015 | Clothing, Uniforms & Access | 11,396.06 | 0.00 | 11,396.06 | \$13,708.70 |
| | | | 43032 | Clothing, Uniforms & Access | 2,312.64 | 0.00 | 2,312.64 | |
| 100276263 | 1/7/16 | CHAIM AMIR | 5246 | Contracts/Service Agreements | 1,477.00 | 0.00 | 1,477.00 | \$1,477.00 |
| 100276264 | 1/7/16 | CHUNLEI ZHANG | DEC2015 | DED Services/Training - Support Services | 360.00 | 0.00 | 360.00 | \$360.00 |
| | | | EXAMS | | | | | |
| 100276265 | 1/7/16 | COAST PERSONNEL SERVICES INC | 241186 | Contracts/Service Agreements | 832.00 | 0.00 | 832.00 | \$2,766.40 |

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| | | | 241187 | Contracts/Service Agreements | 967.20 | 0.00 | 967.20 | |
| | | | 241188 | Contracts/Service Agreements | 967.20 | 0.00 | 967.20 | |
| 100276266 | 1/7/16 | COLUMBIA ELECTRIC INC | 3TRFFCSGNLS# R | Construction Project Contract Retainage | 56,898.28 | 0.00 | 56,898.28 | \$56,898.28 |
| 100276267 | 1/7/16 | CROP PRODUCTION SERVICES INC | 28754428 | Materials - Land Improve | 1,643.11 | 0.00 | 1,643.11 | \$2,361.03 |
| | | | 28804949 | Materials - Land Improve | 717.92 | 0.00 | 717.92 | |
| 100276268 | 1/7/16 | D JEAN DUFFY | 8219 | Contracts/Service Agreements | 637.00 | 0.00 | 637.00 | \$637.00 |
| 100276269 | 1/7/16 | DFM ASSOC | 2016-CAEC | Books & Publications | 108.75 | 0.00 | 108.75 | \$108.75 |
| 100276270 | 1/7/16 | DANCE FORCE LLC | 1098 | Rec Instructors/Officials | 5,242.80 | 0.00 | 5,242.80 | \$5,242.80 |
| 100276271 | 1/7/16 | DANIEL AMINZADE | 10678 | Contracts/Service Agreements | 1,185.00 | 0.00 | 1,185.00 | \$1,185.00 |
| 100276272 | 1/7/16 | DANLING ZHANG | LSCAPE REBATE | Contracts/Service Agreements | 2,060.00 | 0.00 | 2,060.00 | \$2,060.00 |
| 100276273 | 1/7/16 | DORIS KRAMER | PROSCRUM EXAM | DED Services/Training - Support Services | 150.00 | 0.00 | 150.00 | \$150.00 |
| 100276274 | 1/7/16 | DOUGLAS N LARSON | LSCAPE REBATE | Contracts/Service Agreements | 1,157.00 | 0.00 | 1,157.00 | \$1,157.00 |
| 100276275 | 1/7/16 | EMPIRE SAFETY & SUPPLY | 0077364-IN | Inventory Purchase | 86.93 | 0.00 | 86.93 | \$86.93 |
| 100276276 | 1/7/16 | ESBRO | 21063 | Chemicals | 657.90 | 0.00 | 657.90 | \$657.90 |
| 100276277 | 1/7/16 | FAIRHAVEN APARTMENTS LLC | 9521 | Contracts/Service Agreements | 3,863.00 | 0.00 | 3,863.00 | \$3,863.00 |
| 100276278 | 1/7/16 | FEDERAL EXPRESS CORP | 5-231-37838 | Mailing & Delivery Services | 6.18 | 0.00 | 6.18 | \$26.85 |
| | | | 5-238-97307 | Mailing & Delivery Services | 5.09 | 0.00 | 5.09 | |
| | | | 5-260-16229 | Mailing & Delivery Services | 10.49 | 0.00 | 10.49 | |
| | | | 5-260-36118 | Mailing & Delivery Services | 5.09 | 0.00 | 5.09 | |
| 100276279 | 1/7/16 | FERGUSON ENTERPRISES INC | 1122559-3 | Construction Services | 899.72 | 0.00 | 899.72 | \$8,665.00 |
| | | | 1135677 | Construction Services | 2,196.75 | 0.00 | 2,196.75 | |
| | | | 1140537 | Inventory Purchase | 1,918.35 | 17.64 | 1,900.71 | |
| | | | 1140869 | Construction Services | 2,176.55 | 0.00 | 2,176.55 | |
| | | | 1140881 | Construction Services | 1,281.15 | 0.00 | 1,281.15 | |
| | | | 1140905 | Construction Services | 161.63 | 0.00 | 161.63 | |
| | | | 1140906 | Construction Services | 48.49 | 0.00 | 48.49 | |
| 100276280 | 1/7/16 | FIRST PLACE INC | 83687 | Customized Products | 21.59 | 0.00 | 21.59 | \$512.82 |
| | | | 83687 | General Supplies | 93.17 | 0.00 | 93.17 | |

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| | | | 83710 | Customized Products | 19.11 | 0.00 | 19.11 | |
| | | | 83710 | General Supplies | 82.45 | 0.00 | 82.45 | |
| | | | 83712 | Customized Products | 55.80 | 0.00 | 55.80 | |
| | | | 83712 | General Supplies | 240.70 | 0.00 | 240.70 | |
| 100276281 | 1/7/16 | FRICKE PARKS PRESS INC | 152900 | Printing & Related Services | 5,245.02 | 0.00 | 5,245.02 | \$8,030.11 |
| | | | 152904 | Printing & Related Services | 2,785.09 | 0.00 | 2,785.09 | |
| 100276282 | 1/7/16 | GALE/CENGAGE LEARNING | 56698158 | Library Acquisitions, Books | 252.23 | 0.00 | 252.23 | \$395.73 |
| | | | 56892571 | Library Acquisitions, Books | 27.83 | 0.00 | 27.83 | |
| | | | 56904953 | Library Acquisitions, Books | 88.71 | 0.00 | 88.71 | |
| | | | 56913602 | Library Acquisitions, Books | 26.96 | 0.00 | 26.96 | |
| 100276283 | 1/7/16 | GEORGE HILLS CO INC | INV1009928 | Liability Claims Adjustor | 6,726.00 | 0.00 | 6,726.00 | \$6,726.00 |
| 100276284 | 1/7/16 | GRAINGER | 9837186049 | Supplies, Safety | 184.76 | 0.00 | 184.76 | \$969.83 |
| | | | 9899238589 | Misc Equip Maint & Repair - Materials | 785.07 | 0.00 | 785.07 | |
| 100276285 | 1/7/16 | GRANITE CONSTRUCTION CO | 920348 | Materials - Land Improve | 312.87 | 0.00 | 312.87 | \$24,965.37 |
| | | | DUANEAV2014 #02 | Construction Services | 24,652.50 | 0.00 | 24,652.50 | |
| 100276286 | 1/7/16 | H K AVERY CONSTRUCTION | 1137 | Miscellaneous Services | 180.00 | 0.00 | 180.00 | \$4,380.00 |
| | | | 1138 | Miscellaneous Services | 3,775.00 | 0.00 | 3,775.00 | |
| | | | 1139 | Miscellaneous Services | 100.00 | 0.00 | 100.00 | |
| | | | 1140 | Miscellaneous Services | 325.00 | 0.00 | 325.00 | |
| 100276287 | 1/7/16 | HEXAGON TRANSPORTATION CONSULTANTS INC | 9457 | Consultants | 4,695.00 | 0.00 | 4,695.00 | \$4,695.00 |
| 100276288 | 1/7/16 | HIGH LINE CORP | 19190 | Training and Conferences | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276289 | 1/7/16 | HINDERLITER DE LLAMAS & ASSOC | 0024730-IN | Sales And Use Tax | 3,380.39 | 0.00 | 3,380.39 | \$5,630.39 |
| | | | 0024730-IN | Financial Services | 2,250.00 | 0.00 | 2,250.00 | |
| 100276290 | 1/7/16 | HUMANE SOCIETY SILICON VALLEY | 76520 | Contracts/Service Agreements | 10,988.00 | 0.00 | 10,988.00 | \$10,988.00 |
| 100276291 | 1/7/16 | IMAGEX | 203969 | Printing & Related Services | 217.50 | 0.00 | 217.50 | \$217.50 |
| 100276292 | 1/7/16 | IMPERIAL SPRINKLER SUPPLY | 2451905-00 | Materials - Land Improve | 2,375.10 | 0.00 | 2,375.10 | \$2,428.92 |
| | | | 2466043-00 | Materials - Land Improve | 53.82 | 0.00 | 53.82 | |
| 100276293 | 1/7/16 | INFOSEND INC | 100128 | Mailing & Delivery Services | 1,177.75 | 0.00 | 1,177.75 | \$8,964.98 |
| | | | 100129 | Postage | 2,583.00 | 0.00 | 2,583.00 | |
| | | | 99428 | Mailing & Delivery Services | 1,035.67 | 0.00 | 1,035.67 | |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|-------------|--------------|-------------------------------------|-------------|--|----------------|----------------|-------------|--------------------|
| | | | 99429 | Postage | 2,326.82 | 0.00 | 2,326.82 | |
| | | | 99783 | Financial Services | 1,841.74 | 0.00 | 1,841.74 | |
| 100276294 | 1/7/16 | IRISANN NELSON | LSCAPE | Contracts/Service Agreements | 510.00 | 0.00 | 510.00 | \$510.00 |
| | | | REBATE | | | | | |
| 100276295 | 1/7/16 | IVY V TANG | LSCAPE | Contracts/Service Agreements | 1,188.00 | 0.00 | 1,188.00 | \$1,188.00 |
| | | | REBATE | | | | | |
| 100276296 | 1/7/16 | JACK BOYCE | 8611 | Contracts/Service Agreements | 1,689.00 | 0.00 | 1,689.00 | \$1,689.00 |
| 100276297 | 1/7/16 | JASON DETERING | 9233 | Contracts/Service Agreements | 200.00 | 0.00 | 200.00 | \$200.00 |
| 100276298 | 1/7/16 | JOKICHI OGURI | LSCAPE | Contracts/Service Agreements | 480.00 | 0.00 | 480.00 | \$480.00 |
| | | | REBATE | | | | | |
| 100276299 | 1/7/16 | KATHRYN GIBB | 7727 | Contracts/Service Agreements | 1,085.00 | 0.00 | 1,085.00 | \$1,085.00 |
| 100276300 | 1/7/16 | KELLY HAILS | 8723 | Contracts/Service Agreements | 978.00 | 0.00 | 978.00 | \$978.00 |
| 100276301 | 1/7/16 | KENNEDY JENKS CONSULTANTS | 97994 | HazMat Disposal - Hazardous Waste Disposal | 862.40 | 0.00 | 862.40 | \$862.40 |
| 100276302 | 1/7/16 | L N CURTIS & SONS INC | 1355295-00 | General Supplies | 103.31 | 0.00 | 103.31 | \$2,257.10 |
| | | | 1372141-00 | General Supplies | 58.18 | 0.00 | 58.18 | |
| | | | 1378687-00 | Clothing, Uniforms & Access | 2,095.61 | 0.00 | 2,095.61 | |
| 100276303 | 1/7/16 | L3 COMMUNICATIONS MOBILE VISION INC | 0234444-IN | Comm Equip Maintain & Repair - Materials 2 | 59.76 | 0.00 | 59.76 | \$59.76 |
| 100276304 | 1/7/16 | LANDTEC NORTH AMERICA INC | 0126821-IN | Mailing & Delivery Services | 21.02 | 0.00 | 21.02 | \$21.02 |
| 100276305 | 1/7/16 | LING HUANG | 9992 | Contracts/Service Agreements | 526.00 | 0.00 | 526.00 | \$526.00 |
| 100276306 | 1/7/16 | LYNDA SETO | LSCAPE | Contracts/Service Agreements | 1,149.00 | 0.00 | 1,149.00 | \$1,149.00 |
| | | | REBATE | | | | | |
| 100276307 | 1/7/16 | LYNGSO GARDEN MATERIALS INC | 908589 | Materials - Land Improve | 2,707.88 | 0.00 | 2,707.88 | \$2,707.88 |
| 100276308 | 1/7/16 | MACIAS GINI AND OCONNELL LLP | 214291 | Financial Services | 26,821.50 | 0.00 | 26,821.50 | \$26,821.50 |
| 100276309 | 1/7/16 | MAINTENANCE CONNECTION INC | 34042 | Professional Services | 4,125.00 | 0.00 | 4,125.00 | \$4,125.00 |
| 100276310 | 1/7/16 | MARIANNE CALI | 10433 | Contracts/Service Agreements | 1,213.00 | 0.00 | 1,213.00 | \$1,213.00 |
| 100276311 | 1/7/16 | MARIUS EVERS | 9716 | Contracts/Service Agreements | 413.00 | 0.00 | 413.00 | \$413.00 |
| 100276312 | 1/7/16 | MARK BEYER | 8771 | Contracts/Service Agreements | 1,014.00 | 0.00 | 1,014.00 | \$1,014.00 |
| 100276313 | 1/7/16 | MARTIN FAMILY PROPERTIES | LSCAPE | Contracts/Service Agreements | 2,926.00 | 0.00 | 2,926.00 | \$2,926.00 |
| | | | REBATE | | | | | |
| 100276314 | 1/7/16 | MARY CULP | 9646 | Contracts/Service Agreements | 320.00 | 0.00 | 320.00 | \$320.00 |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|----------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 100276315 | 1/7/16 | MARY SOUZA | LSCAPE | Contracts/Service Agreements | 1,003.00 | 0.00 | 1,003.00 | \$1,003.00 |
| | | | REBATE | | | | | |
| 100276316 | 1/7/16 | MERIT FLOOR CARE | 99457 | Facilities Maint & Repair - Labor | 11,250.00 | 0.00 | 11,250.00 | \$11,250.00 |
| 100276317 | 1/7/16 | MIDWEST TAPE | 93410394 | Library Acquis, Audio/Visual | 32.60 | 0.00 | 32.60 | \$7,607.33 |
| | | | 93410396 | Library Acquis, Audio/Visual | 628.48 | 0.00 | 628.48 | |
| | | | 93430959 | Library Acquis, Audio/Visual | 546.08 | 0.00 | 546.08 | |
| | | | 93434097 | Library Acquis, Audio/Visual | 522.55 | 0.00 | 522.55 | |
| | | | 93528525 | Library Acquis, Audio/Visual | 220.69 | 0.00 | 220.69 | |
| | | | 93532828 | Library Acquis, Audio/Visual | 623.40 | 0.00 | 623.40 | |
| | | | 93532870 | Library Acquis, Audio/Visual | 134.49 | 0.00 | 134.49 | |
| | | | 93532871 | Library Acquis, Audio/Visual | 255.98 | 0.00 | 255.98 | |
| | | | 93536822 | Library Acquis, Audio/Visual | 190.28 | 0.00 | 190.28 | |
| | | | 93541025 | Library Acquis, Audio/Visual | 234.80 | 0.00 | 234.80 | |
| | | | 93542133 | Library Acquis, Audio/Visual | 27.17 | 0.00 | 27.17 | |
| | | | 93560921 | Library Technology Services | 4,190.81 | 0.00 | 4,190.81 | |
| 100276318 | 1/7/16 | MONTEREY MECHANICAL CO | 121506-01REV | Misc Equip Maint & Repair - Labor | 43,773.00 | 0.00 | 43,773.00 | \$74,564.00 |
| | | | 121506-01REV | Misc Equip Maint & Repair - Materials | 30,791.00 | 0.00 | 30,791.00 | |
| 100276319 | 1/7/16 | MORRISONS SCHOOL SUPPLY | 37461-0 | General Supplies | 89.44 | 0.00 | 89.44 | \$89.44 |
| 100276320 | 1/7/16 | MOUNTAIN VIEW GARDEN CENTER | 80460 | Materials - Land Improve | 84.01 | 0.00 | 84.01 | \$259.86 |
| | | | 80645 | Materials - Land Improve | 96.73 | 0.00 | 96.73 | |
| | | | 81040 | Materials - Land Improve | 79.12 | 0.00 | 79.12 | |
| 100276321 | 1/7/16 | NEXTEL COMMUNICATIONS | 223865314-169 | Utilities - Mobile Phones - City Mobile Phones | 153.96 | 0.00 | 153.96 | \$153.96 |
| 100276322 | 1/7/16 | OLDCASTLE PRECAST INC | 500010719 | Construction Services | 75.00 | 0.00 | 75.00 | \$750.00 |
| | | | 500010719 | Misc Equip Maint & Repair - Labor | 675.00 | 0.00 | 675.00 | |
| 100276323 | 1/7/16 | OMEGA ENGRAVING | 025449 | Miscellaneous Services | 12.50 | 0.00 | 12.50 | \$12.50 |
| 100276324 | 1/7/16 | OMNISITE | 48214 | Miscellaneous Services | 300.00 | 0.00 | 300.00 | \$300.00 |
| 100276325 | 1/7/16 | OVERDRIVE INC | 0910-000058540 | Library Periodicals/Databases | 56.97 | 0.00 | 56.97 | \$216.03 |
| | | | 0910-000106937 | Library Periodicals/Databases | 159.06 | 0.00 | 159.06 | |
| 100276326 | 1/7/16 | PR DIAMOND PRODUCTS INC | 0038844-IN | Construction Services | 3,280.00 | 0.00 | 3,280.00 | \$3,280.00 |
| 100276327 | 1/7/16 | PACIFIC ELECTRIC CONTRACTING INC | MTHLDAMAU DE#03 | Construction Services | 19,813.19 | 0.00 | 19,813.19 | \$43,634.44 |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|-------------|--------------|--|-----------------|----------------------------------|----------------|----------------|-------------|--------------------|
| | | | SNYSRTGFRMT #03 | Construction Services | 23,821.25 | 0.00 | 23,821.25 | |
| 100276328 | 1/7/16 | PACIFIC JANITORIAL SUPPLY CO | 30034284 | Inventory Purchase | 209.34 | 0.00 | 209.34 | \$209.34 |
| 100276329 | 1/7/16 | PATRICK TAN | LSCAPE REBATE | Contracts/Service Agreements | 1,940.00 | 0.00 | 1,940.00 | \$1,940.00 |
| 100276330 | 1/7/16 | PINE CONE LUMBER CO INC | 624531 | General Supplies | 23.55 | 0.00 | 23.55 | \$23.55 |
| 100276331 | 1/7/16 | POLYDYNE INC | 1014523 | Chemicals | 35,766.36 | 0.00 | 35,766.36 | \$35,766.36 |
| 100276332 | 1/7/16 | PURABI BHATTACHARYA | 8162 | Contracts/Service Agreements | 1,575.00 | 0.00 | 1,575.00 | \$1,575.00 |
| 100276333 | 1/7/16 | R E P NUT N BOLT GUY | 27032 | Inventory Purchase | 39.26 | 0.00 | 39.26 | \$104.62 |
| | | | 27032-ADJ | Inventory Purchase | 104.62 | 0.00 | 104.62 | |
| | | | 27032-CR | Inventory Purchase | -39.26 | 0.00 | -39.26 | |
| 100276334 | 1/7/16 | RAFT RESOURCE AREA FOR TEACHERS | 2015-12-1848 | Membership Fees | 30.00 | 0.00 | 30.00 | \$30.00 |
| 100276335 | 1/7/16 | RAHA BOOKS | BSNV161 | Library Acquisitions, Books | 1,000.48 | 0.00 | 1,000.48 | \$1,000.48 |
| 100276336 | 1/7/16 | RECOLLECT SYSTEMS INC | 1144 | Software As a Service | 3,000.00 | 0.00 | 3,000.00 | \$3,000.00 |
| 100276337 | 1/7/16 | ROBERT E GUERRA | 8895 | Contracts/Service Agreements | 390.00 | 0.00 | 390.00 | \$390.00 |
| 100276338 | 1/7/16 | ROBERT HALF TECHNOLOGY | 44735231 | Contracts/Service Agreements | 2,996.64 | 0.00 | 2,996.64 | \$2,996.64 |
| 100276339 | 1/7/16 | SCS FIELD SERVICES INC | 0268079 | Engineering Services | 3,354.45 | 0.00 | 3,354.45 | \$3,354.45 |
| 100276340 | 1/7/16 | SFO REPROGRAPHICS | 27174 | Printing & Related Services | 320.81 | 0.00 | 320.81 | \$383.89 |
| | | | 27205 | Printing & Related Services | 63.08 | 0.00 | 63.08 | |
| 100276341 | 1/7/16 | SANTA CLARA VALLEY ELECTRIC | 2015-3148.0 | Construction Services | 700.00 | 0.00 | 700.00 | \$700.00 |
| 100276342 | 1/7/16 | SANTA CLARA VALLEY HEALTH & HOSPITAL SYS | H5437125300 | Medical Services | 1,718.00 | 0.00 | 1,718.00 | \$1,718.00 |
| 100276343 | 1/7/16 | SHIN SHIN TRAINING CENTER | W20150103 | DED Services/Training - Training | 495.00 | 0.00 | 495.00 | \$990.00 |
| | | | 2OF2 | | | | | |
| | | | W20150104 | DED Services/Training - Training | 495.00 | 0.00 | 495.00 | |
| | | | 1OF2 | | | | | |
| 100276344 | 1/7/16 | SHRED-IT USA LLC | 9408292739 | Miscellaneous Services | 3,699.30 | 0.00 | 3,699.30 | \$3,744.30 |
| | | | 9408741441 | Records Related Services | 45.00 | 0.00 | 45.00 | |
| 100276345 | 1/7/16 | SMART PAINTING INC | 121815INV | Customer Loans Disbursed | 2,900.00 | 0.00 | 2,900.00 | \$2,900.00 |
| 100276346 | 1/7/16 | STATE BOARD OF EQUALIZATION | OCT-DEC2015 | Taxes & Licenses - Misc | 1,511.64 | 0.00 | 1,511.64 | \$1,511.64 |
| 100276347 | 1/7/16 | STATE WATER RESOURCES CONTROL BOARD | TRT#37470-GR2 | Membership Fees | 60.00 | 0.00 | 60.00 | \$60.00 |
| 100276348 | 1/7/16 | STOP STICK LTD | | | | | | \$1,199.45 |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|-------------|--------------|---------------------------------------|----------------|--|----------------|----------------|-------------|--------------------|
| | | | T007410-IN | General Supplies | 1,199.45 | 0.00 | 1,199.45 | |
| 100276349 | 1/7/16 | SUNBELT RENTALS INC | 55210861-006 | Equipment Rental/Lease | 2,867.09 | 0.00 | 2,867.09 | \$5,734.18 |
| | | | 55210861-007 | Equipment Rental/Lease | 2,867.09 | 0.00 | 2,867.09 | |
| 100276350 | 1/7/16 | SUNNYVALE FORD | 459965 | Inventory Purchase | 425.08 | 0.00 | 425.08 | \$425.08 |
| 100276351 | 1/7/16 | SUNNYVALE PUBLIC SAFETY OFFICERS ASSN | DISABILITY0116 | Insurances - Long Term Disability | 3,724.00 | 0.00 | 3,724.00 | \$3,724.00 |
| 100276352 | 1/7/16 | SUPPLYWORKS | 1725651-00 | General Supplies | 203.27 | 0.00 | 203.27 | \$203.27 |
| 100276353 | 1/7/16 | SUZANNE LUFT | 40 | Rec Instructors/Officials | 90.00 | 0.00 | 90.00 | \$486.00 |
| | | | 41 | Rec Instructors/Officials | 351.00 | 0.00 | 351.00 | |
| | | | 42 | Rec Instructors/Officials | 45.00 | 0.00 | 45.00 | |
| 100276354 | 1/7/16 | TARGET SPECIALTY PRODUCTS INC | PI0367865 | Materials - Land Improve | 2,270.22 | 0.00 | 2,270.22 | \$2,270.22 |
| 100276355 | 1/7/16 | THE BARRICADE CO | 611409-1 | Construction Services | 3,463.14 | 0.00 | 3,463.14 | \$10,494.37 |
| | | | 611409-1 | Materials - Land Improve | 3,568.09 | 0.00 | 3,568.09 | |
| | | | 611409-1 | Photo Equip & Supplies | 3,463.14 | 0.00 | 3,463.14 | |
| 100276356 | 1/7/16 | THERESA METEVIA | 1120 | General Supplies | 600.00 | 0.00 | 600.00 | \$600.00 |
| 100276357 | 1/7/16 | THOMSON REUTERS WEST | 833190873 | Books & Publications | 1,550.82 | 0.00 | 1,550.82 | \$1,550.82 |
| 100276358 | 1/7/16 | TIFFANY HO | 9072 | Contracts/Service Agreements | 299.00 | 0.00 | 299.00 | \$299.00 |
| 100276359 | 1/7/16 | TRICOR AMERICA INC | M623760 | General Supplies | 20.00 | 0.00 | 20.00 | \$20.00 |
| 100276360 | 1/7/16 | TURF & INDUSTRIAL EQUIPMENT CO | IV14320 | Inventory Purchase | 48.94 | 0.00 | 48.94 | \$48.94 |
| 100276361 | 1/7/16 | UNITED SITE SERVICES INC | 114-3572077 | Equipment Rental/Lease | 115.10 | 0.00 | 115.10 | \$115.10 |
| 100276362 | 1/7/16 | UNIVAR USA INC | SJ723349 | Chemicals | 3,072.41 | 0.00 | 3,072.41 | \$3,072.41 |
| 100276363 | 1/7/16 | VERIZON WIRELESS | 9757519342 | Utilities - Mobile Phones - City Mobile Phones | 3,470.57 | 0.00 | 3,470.57 | \$3,470.57 |
| 100276365 | 1/7/16 | VERIZON WIRELESS | 9757519343 | Utilities - Mobile Phones - City Mobile Phones | 3,893.72 | 0.00 | 3,893.72 | \$3,893.72 |
| 100276367 | 1/7/16 | VERIZON WIRELESS | 9757519344 | Utilities - Mobile Phones - City Mobile Phones | 2,073.91 | 0.00 | 2,073.91 | \$2,073.91 |
| 100276370 | 1/7/16 | VLACH REPAIR SERVICE | 1222226 | Comm Equip Maintain & Repair - Labor 1 | 40.00 | 0.00 | 40.00 | \$46.74 |
| | | | 1222226 | Comm Equip Maintain & Repair - Materials 2 | 6.74 | 0.00 | 6.74 | |
| 100276371 | 1/7/16 | W-TRANS | 17168 | Engineering Services | 11,395.00 | 0.00 | 11,395.00 | \$11,395.00 |
| 100276372 | 1/7/16 | WESTERN STATES TOOL & SUPPLY CORP | 073353 | Inventory Purchase | 1,257.48 | 0.00 | 1,257.48 | \$1,257.48 |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/3/2016 through 1/9/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|-----------------------------------|---------------------|--------------------------------------|--------------------|---|-----------------------|-----------------------|--------------------|------------------------------|
| 100276373 | 1/7/16 | WESTERN SYSTEMS | 0000028959 | Electrical Parts & Supplies | 9,426.00 | 0.00 | 9,426.00 | \$9,426.00 |
| 100276374 | 1/7/16 | WINSUPPLY OF SILICON VALLEY | 652477 00 | Miscellaneous Equipment | 25.11 | 0.00 | 25.11 | \$25.11 |
| 100276375 | 1/7/16 | LYNDA.COM INC | INV03613339 | Training and Conferences | 1,341.31 | 0.00 | 1,341.31 | \$1,341.31 |
| 100276376 | 1/7/16 | SANTA CLARA COUNTY CLERK-RECORDER | EMGCY FLOW | Permit Fees | 50.00 | 0.00 | 50.00 | \$50.00 |
| 100276377 | 1/7/16 | CALIFORNIA NANO DEVICES LLC | BL065099 | Business License Tax | 16.26 | 0.00 | 16.26 | \$16.26 |
| 100276378 | 1/7/16 | RAYMOND C DONAHUE | P#2015-8023 | Administrative Request Fees | 119.00 | 0.00 | 119.00 | \$119.00 |
| 100276379 | 1/7/16 | THE PEPSI BOTTLING | 166893-48506 | Refund Utility Account Credit | 14,569.70 | 0.00 | 14,569.70 | \$14,569.70 |
| 950002454 | 1/8/16 | INTERNAL REVENUE SERVICE | 950002454 | Employer Taxes - FICA - Total | 274.76 | 0.00 | 274.76 | \$51,386.92 |
| | | | 950002454 | Employer Taxes - Medicare - Total | 51,112.16 | 0.00 | 51,112.16 | |
| 950002455 | 1/7/16 | ICMA RETIREMENT CORP | 950002455 | Retirement Benefits - Deferred Comp - City Portion | 10,358.93 | 0.00 | 10,358.93 | \$10,802.13 |
| | | | 950002455 | Retirement Benefits - PARS | 443.20 | 0.00 | 443.20 | |
| Grand Total Payment Amount | | | | | | | | <u>\$1,246,610.59</u> |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/10/2016 through 1/16/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--|--------------------|---|-----------------------|-----------------------|--------------------|----------------------|
| 100276380 | 1/12/16 | 3E CO ENVIRONMENTAL ECOLOGICAL & ENG | 3EU0066044 | Occupational Health and Safety Services | 2,012.50 | 0.00 | 2,012.50 | \$2,012.50 |
| 100276381 | 1/12/16 | AMA GOLF | 135631-RE | Inventory Purchase | 232.67 | 0.00 | 232.67 | \$186.17 |
| | | | 135631REV | Cost of Merchandise Sold | -232.67 | 0.00 | -232.67 | |
| | | | 135708 | Inventory Purchase | 186.17 | 0.00 | 186.17 | |
| 100276382 | 1/12/16 | AARON'S INDUSTRIAL PUMPING | 151216 | Facilities Maint & Repair - Labor | 170.00 | 0.00 | 170.00 | \$170.00 |
| 100276383 | 1/12/16 | ACE FIRE EQUIPMENT & SERVICE CO INC | 3113 | Facilities Maint & Repair - Labor | 922.29 | 0.00 | 922.29 | \$2,505.89 |
| | | | 3114 | Facilities Maint & Repair - Labor | 160.78 | 0.00 | 160.78 | |
| | | | 3115 | Facilities Maint & Repair - Labor | 133.59 | 0.00 | 133.59 | |
| | | | 3152 | Facilities Maint & Repair - Labor | 1,289.23 | 0.00 | 1,289.23 | |
| 100276384 | 1/12/16 | ALPINE AWARDS INC | 293673 | Clothing, Uniforms & Access | 900.18 | 0.00 | 900.18 | \$900.18 |
| 100276385 | 1/12/16 | ANDERSON BRULE ARCHITECTS INC | 14.1201.1-7 | Architectural and Design Services | 11,782.18 | 0.00 | 11,782.18 | \$11,782.18 |
| 100276386 | 1/12/16 | APPLEONE EMPLOYMENT SERVICES | 01-3853479 | Contracts/Service Agreements | 4,685.21 | 0.00 | 4,685.21 | \$4,685.21 |
| 100276388 | 1/12/16 | BAUER COMPRESSORS INC | 0000204171 | Clothing, Uniforms & Access | 2,276.13 | 0.00 | 2,276.13 | \$2,276.13 |
| 100276389 | 1/12/16 | BAY AREA AIR QUALITY MANAGEMENT DISTRICT | 3SH96 | Permit Fees | 9,830.00 | 0.00 | 9,830.00 | \$9,830.00 |
| 100276390 | 1/12/16 | BAY PRO LANDSCAPE SERVICES INC | E1690 | Services Maintain Land Improv | 720.00 | 0.00 | 720.00 | \$720.00 |
| 100276391 | 1/12/16 | BERTRAND FOX & ELLIOT | 24196 | Legal Services | 1,185.25 | 0.00 | 1,185.25 | \$1,185.25 |
| 100276392 | 1/12/16 | BILL WILSON CENTER | 111015-1 | Professional Services | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276393 | 1/12/16 | BRUCE BARTON PUMP SERVICE INC | 0086897-IN | Materials - Land Improve | 1,743.27 | 0.00 | 1,743.27 | \$1,743.27 |
| 100276394 | 1/12/16 | BURKE WILLIAMS & SORENSEN LLP | 196306 | Legal Services | 1,170.95 | 0.00 | 1,170.95 | \$1,170.95 |
| 100276395 | 1/12/16 | CALPLY SAN JOSE | 186468000 | Bldg Maint Matls & Supplies | 97.72 | 0.00 | 97.72 | \$97.72 |
| 100276396 | 1/12/16 | CALIFORNIA PRODUCT STEWARDSHIP COUNCIL | 0015-SV | General Supplies | 365.00 | 0.00 | 365.00 | \$365.00 |
| 100276397 | 1/12/16 | CALLANDER ASSOC | 15045-4 | Architectural and Design Services | 6,082.95 | 0.00 | 6,082.95 | \$6,082.95 |
| 100276398 | 1/12/16 | CIMEXTEK INC | 4017 | Professional Services | 175.00 | 0.00 | 175.00 | \$437.50 |
| | | | 4234 | Professional Services | 262.50 | 0.00 | 262.50 | |
| 100276399 | 1/12/16 | COPLOGIC INC | 10021720151031 | Software Licensing & Support | 14,470.05 | 0.00 | 14,470.05 | \$14,470.05 |
| 100276400 | 1/12/16 | COSMOPOLITAN CATERING LLC | E30050 | Employee Recognition Expenses | 9,777.72 | 0.00 | 9,777.72 | \$9,777.72 |

List of All Claims and Bills Approved for Payment

For Payments Dated 1/10/2016 through 1/16/2016

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| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--|--------------------|---------------------------------------|-----------------------|-----------------------|--------------------|----------------------|
| 100276401 | 1/12/16 | COUNTY OF SANTA CLARA OFC OF THE SHERIFF | 1800049763 | Prisoner Transport | 173.40 | 0.00 | 173.40 | \$173.40 |
| 100276402 | 1/12/16 | CUNNINGHAM ELECTRIC INC | 8337 | Facilities Maint & Repair - Labor | 350.00 | 0.00 | 350.00 | \$350.00 |
| 100276403 | 1/12/16 | D & M TRAFFIC SERVICES INC | 45902 | Inventory Purchase | 554.63 | 0.00 | 554.63 | \$554.63 |
| 100276404 | 1/12/16 | EMPIRE SAFETY & SUPPLY | 0077511-IN | Inventory Purchase | 332.51 | 0.00 | 332.51 | \$332.51 |
| 100276405 | 1/12/16 | ESPINOZA TREE SERVICE | 51 | Professional Services | 700.00 | 0.00 | 700.00 | \$1,400.00 |
| | | | 52 | Professional Services | 700.00 | 0.00 | 700.00 | |
| 100276406 | 1/12/16 | FERGUSON ENTERPRISES INC | 1142815 | Inventory Purchase | 2,297.89 | 21.13 | 2,276.76 | \$2,276.76 |
| 100276407 | 1/12/16 | FOSTER BROS SECURITY SYSTEMS INC | 275313 | Facilities Maint & Repair - Labor | 728.00 | 0.00 | 728.00 | \$2,550.88 |
| | | | 275313 | Facilities Maint & Repair - Materials | 1,822.88 | 0.00 | 1,822.88 | |
| 100276408 | 1/12/16 | GEOSYNTEC CONSULTANTS INC | 16151501 | Consultants | 5,158.59 | 0.00 | 5,158.59 | \$8,246.58 |
| | | | 16151653 | Consultants | 3,087.99 | 0.00 | 3,087.99 | |
| 100276409 | 1/12/16 | GOODYEAR COMMERCIAL TIRE & SERVICE CTR | 189-1089891 | Inventory Purchase | 803.83 | 0.00 | 803.83 | \$803.83 |
| 100276411 | 1/12/16 | HORIZON DISTRIBUTORS INC | 1Y191648 | Materials - Land Improve | 193.90 | 0.00 | 193.90 | \$193.90 |
| 100276412 | 1/12/16 | HULA HALAU'O PI'ILANI | 121815 | Rec Instructors/Officials | 708.00 | 0.00 | 708.00 | \$708.00 |
| 100276413 | 1/12/16 | HYDROSCIENCE ENGINEERS INC | 262015010 | Engineering Services | 14,874.06 | 0.00 | 14,874.06 | \$14,874.06 |
| 100276414 | 1/12/16 | INSULATION SPECIALTIES INC | 26480 | Misc Equip Maint & Repair - Labor | 4,800.00 | 0.00 | 4,800.00 | \$6,650.00 |
| | | | 26480 | Misc Equip Maint & Repair - Materials | 1,850.00 | 0.00 | 1,850.00 | |
| 100276415 | 1/12/16 | KELLY MOORE PAINT CO INC | 820-279935 | Bldg Maint Matls & Supplies | 163.94 | 0.00 | 163.94 | \$260.06 |
| | | | 820-280096 | Bldg Maint Matls & Supplies | 96.12 | 0.00 | 96.12 | |
| 100276416 | 1/12/16 | KOHLWEISS AUTO PARTS INC | 010O0634 | Parts, Vehicles & Motor Equip | 127.47 | 0.00 | 127.47 | \$601.63 |
| | | | 010O0794 | Parts, Vehicles & Motor Equip | 11.42 | 0.00 | 11.42 | |
| | | | 010O6963 | Parts, Vehicles & Motor Equip | 60.85 | 0.00 | 60.85 | |
| | | | 010O8678 | Parts, Vehicles & Motor Equip | 141.87 | 0.00 | 141.87 | |
| | | | 010O9029 | Parts, Vehicles & Motor Equip | 71.38 | 0.00 | 71.38 | |
| | | | 010O9030 | Parts, Vehicles & Motor Equip | 24.19 | 0.00 | 24.19 | |
| | | | 010O9031 | Parts, Vehicles & Motor Equip | 6.44 | 0.00 | 6.44 | |
| | | | 01OP6975 | Inventory Purchase | 156.55 | 3.13 | 153.42 | |
| | | | 01OP7913 | Inventory Purchase | 4.68 | 0.09 | 4.59 | |
| 100276418 | 1/12/16 | L N CURTIS & SONS INC | 1368587-00 | Clothing, Uniforms & Access | 10,788.00 | 0.00 | 10,788.00 | \$14,239.33 |
| | | | 1376943-00 | General Supplies | 3,311.44 | 0.00 | 3,311.44 | |

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| | | | 1380078-00 | General Supplies | 139.89 | 0.00 | 139.89 | |
| 100276420 | 1/12/16 | LAWSON PRODUCTS INC | 9303732705 | Miscellaneous Equipment Parts & Supplies | 558.64 | 0.00 | 558.64 | \$980.00 |
| | | | 9303789608 | Miscellaneous Equipment Parts & Supplies | 421.36 | 0.00 | 421.36 | |
| 100276421 | 1/12/16 | LESLIE ZELLERS | 2016-002 | Consultants | 5,025.00 | 0.00 | 5,025.00 | \$5,025.00 |
| 100276422 | 1/12/16 | LEXISNEXIS RISK SOLUTIONS | 1409790-151231 | Financial Services | 130.00 | 0.00 | 130.00 | \$130.00 |
| 100276423 | 1/12/16 | MALLORY SAFETY & SUPPLY LLC | 4018292 | Inventory Purchase | 60.03 | 0.00 | 60.03 | \$170.08 |
| | | | 4022809 | Inventory Purchase | 104.40 | 0.00 | 104.40 | |
| | | | 4023139 | Inventory Purchase | 88.09 | 0.00 | 88.09 | |
| | | | 850336610 | Inventory Purchase | -55.03 | 0.00 | -55.03 | |
| | | | 850336810 | Inventory Purchase | -27.41 | 0.00 | -27.41 | |
| 100276424 | 1/12/16 | MCMASTER CARR SUPPLY CO | 45896941 | Electrical Parts & Supplies | 531.25 | 0.00 | 531.25 | \$598.69 |
| | | | 46588420 | Miscellaneous Equipment Parts & Supplies | 67.44 | 0.00 | 67.44 | |
| 100276425 | 1/12/16 | MICHAEL BERNICK | DEC2015 | Contracts/Service Agreements | 2,625.00 | 0.00 | 2,625.00 | \$2,625.00 |
| 100276426 | 1/12/16 | MISSION LINEN SERVICE | 501424665 | Laundry & Cleaning Services | 50.94 | 0.00 | 50.94 | \$740.79 |
| | | | 501430324 | Laundry & Cleaning Services | 62.06 | 0.00 | 62.06 | |
| | | | 501446228 | Laundry & Cleaning Services | 53.39 | 0.00 | 53.39 | |
| | | | 501467491 | Laundry & Cleaning Services | 50.94 | 0.00 | 50.94 | |
| | | | 501476246 | Laundry & Cleaning Services | 47.58 | 0.00 | 47.58 | |
| | | | 501493172 | Laundry & Cleaning Services | 53.39 | 0.00 | 53.39 | |
| | | | 501517575 | Laundry & Cleaning Services | 52.62 | 0.00 | 52.62 | |
| | | | 501519514 | Laundry & Cleaning Services | 83.26 | 0.00 | 83.26 | |
| | | | 501543034 | Laundry & Cleaning Services | 53.39 | 0.00 | 53.39 | |
| | | | 501560599 | Laundry & Cleaning Services | 39.82 | 0.00 | 39.82 | |
| | | | 501568740 | Laundry & Cleaning Services | 83.26 | 0.00 | 83.26 | |
| | | | 501593476 | Laundry & Cleaning Services | 53.39 | 0.00 | 53.39 | |
| | | | 501616462 | Laundry & Cleaning Services | 39.82 | 0.00 | 39.82 | |
| | | | 501619313 | Laundry & Cleaning Services | 16.93 | 0.00 | 16.93 | |
| 100276428 | 1/12/16 | NBS | 1160067 | Financial Services | 437.50 | 0.00 | 437.50 | \$437.50 |
| 100276429 | 1/12/16 | OCLC INC | 0000425127B | Lib Database Services (OCLC) | 81.67 | 0.00 | 81.67 | \$2,168.17 |
| | | | 0000436555 | Lib Database Services (OCLC) | 2,086.50 | 0.00 | 2,086.50 | |
| 100276430 | 1/12/16 | OMEGA ENGRAVING | 258554 | Clothing, Uniforms & Access | 10.00 | 0.00 | 10.00 | \$10.00 |

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| 100276431 | 1/12/16 | PAYFLEX SYSTEMS USA INC | 000275041 | Miscellaneous Payment | 1,276.00 | 0.00 | 1,276.00 | \$1,276.00 |
| 100276433 | 1/12/16 | PACIFIC ENERGY ADVISORS INC | 64 | Professional Services | 4,427.40 | 0.00 | 4,427.40 | \$4,427.40 |
| 100276434 | 1/12/16 | PACIFIC WEST SECURITY INC | 1012136 | Facilities Maint & Repair - Labor | 116.00 | 0.00 | 116.00 | \$496.00 |
| | | | 1012138 | Facilities Maint & Repair - Labor | 121.00 | 0.00 | 121.00 | |
| | | | 1012139 | Facilities Maint & Repair - Labor | 167.00 | 0.00 | 167.00 | |
| | | | 1012140 | Facilities Maint & Repair - Labor | 92.00 | 0.00 | 92.00 | |
| 100276435 | 1/12/16 | PINE CONE LUMBER CO INC | 624972 | General Supplies | 557.04 | 0.00 | 557.04 | \$638.17 |
| | | | 625008 | General Supplies | 81.13 | 0.00 | 81.13 | |
| 100276436 | 1/12/16 | REED & GRAHAM INC | 852329 | Materials - Land Improve | 5,918.88 | 0.00 | 5,918.88 | \$5,918.88 |
| 100276437 | 1/12/16 | REFRIGERATION SUPPLIES DISTRIBUTOR | 38317763-00 | Bldg Maint Matls & Supplies | 243.26 | 0.00 | 243.26 | \$243.26 |
| 100276438 | 1/12/16 | REGINALD RHOE | CAST-DEC2015 | DED Services/Training - Support Services | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276439 | 1/12/16 | SFO REPROGRAPHICS | 26958 | Printing & Related Services | 25.01 | 0.00 | 25.01 | \$25.01 |
| 100276440 | 1/12/16 | SAFETY KLEEN SYSTEMS INC | 68929254 | HazMat Disposal - Hazardous Waste Disposal | 45.00 | 0.00 | 45.00 | \$45.00 |
| 100276441 | 1/12/16 | SANTA CLARA VALLEY WATER DISTRICT | GM012934 | Taxes & Licenses - Misc | 10,602.84 | 0.00 | 10,602.84 | \$10,602.84 |
| 100276442 | 1/12/16 | SANTA CLARA VLY TRANSPORTATION AUTHORITY | 1800019585 | Engineering Services | 21,530.80 | 0.00 | 21,530.80 | \$21,530.80 |
| 100276443 | 1/12/16 | SANTA CLARA VLY TRANSPORTATION AUTHORITY | 0000016131 | DED Services/Training - Transportation | 560.00 | 0.00 | 560.00 | \$560.00 |
| 100276444 | 1/12/16 | SOUTHERN FOLGER DETENTION EQUIPMENT CO | 92 | Facilities Maint & Repair - Labor | 1,296.30 | 0.00 | 1,296.30 | \$1,296.30 |
| 100276445 | 1/12/16 | STIFEL NICOLAUS & CO INC | 123115-0030 | Financial Services | 2,580.03 | 0.00 | 2,580.03 | \$2,580.03 |
| 100276446 | 1/12/16 | STOP PROCESSING CENTER | 16022 | Financial Services | 33.24 | 0.00 | 33.24 | \$33.24 |
| 100276447 | 1/12/16 | STUBBS & LEONE | 30038 | Legal Services | 2,835.46 | 0.00 | 2,835.46 | \$2,835.46 |
| 100276448 | 1/12/16 | SUNNYVALE BUILDING MAINTENANCE | 98457 | Professional Services | 7,421.00 | 0.00 | 7,421.00 | \$7,421.00 |
| 100276449 | 1/12/16 | SUNNYVALE CHAMBER OF COMMERCE | 21862 | Membership Fees | 1,060.00 | 0.00 | 1,060.00 | \$1,060.00 |
| 100276450 | 1/12/16 | SUNNYVALE PUBLIC SAFETY OFFICERS ASSN | DENTAL0116 | Insurances - Dental | 26,704.50 | 0.00 | 26,704.50 | \$26,704.50 |
| 100276451 | 1/12/16 | TALBOTS STEAM CLEANING | 950 | Professional Services | 575.00 | 0.00 | 575.00 | \$575.00 |
| 100276452 | 1/12/16 | TAYLORMADE-ADIDAS GOLF CO | 31319980 | Inventory Purchase | 375.32 | 7.38 | 367.94 | \$367.94 |
| 100276453 | 1/12/16 | TINT OF CLASS | 151120 | Facilities Maint & Repair - Labor | 1,045.00 | 0.00 | 1,045.00 | \$1,417.05 |
| | | | 151120 | Facilities Maint & Repair - Materials | 297.05 | 0.00 | 297.05 | |

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| | | | 151231 | Facilities Maint & Repair - Labor | 75.00 | 0.00 | 75.00 | |
| 100276454 | 1/12/16 | TRI DIM FILTER CORP | 1701223-1 | Bldg Maint Matls & Supplies | 249.65 | 0.00 | 249.65 | \$400.01 |
| | | | 1701224-1 | Bldg Maint Matls & Supplies | 46.16 | 0.00 | 46.16 | |
| | | | 1701226-1 | Bldg Maint Matls & Supplies | 104.20 | 0.00 | 104.20 | |
| 100276455 | 1/12/16 | UNITED RENTALS | 129288920-007 | Equipment Rental/Lease | 2,458.85 | 0.00 | 2,458.85 | \$2,458.85 |
| 100276456 | 1/12/16 | VWR INTERNATIONAL LLC | 8043157104 | General Supplies | 39.73 | 0.00 | 39.73 | \$363.38 |
| | | | 8043490338 | General Supplies | 323.65 | 0.00 | 323.65 | |
| 100276457 | 1/12/16 | VALLEY OIL CO | 32042 | Fuel, Oil & Lubricants | 372.90 | 0.00 | 372.90 | \$372.90 |
| 100276458 | 1/12/16 | VERIZON WIRELESS | 9000013518 | Communication Equipment | 7,595.69 | 0.00 | 7,595.69 | \$7,595.69 |
| 100276459 | 1/12/16 | W G FRITZ CONSTRUCTION INC | 3565 | Facilities Maint & Repair - Labor | 2,890.90 | 0.00 | 2,890.90 | \$3,304.50 |
| | | | 3565 | Facilities Maint & Repair - Materials | 413.60 | 0.00 | 413.60 | |
| 100276460 | 1/12/16 | WHCI PLUMBING SUPPLY | S2068814.001 | Bldg Maint Matls & Supplies | 1,676.96 | 0.00 | 1,676.96 | \$1,676.96 |
| 100276461 | 1/12/16 | WAUKESHA PEARCE INDUSTRIES | 09116461 | Misc Equip Maint & Repair - Labor | 6,345.00 | 0.00 | 6,345.00 | \$18,256.35 |
| | | | 09116461 | Misc Equip Maint & Repair - Materials | 11,911.35 | 0.00 | 11,911.35 | |
| 100276462 | 1/12/16 | WEATHERSHIELD ROOF SYSTEMS INC | 7221 | Facilities Maint & Repair - Labor | 225.00 | 0.00 | 225.00 | \$271.00 |
| | | | 7221 | Facilities Maint & Repair - Materials | 46.00 | 0.00 | 46.00 | |
| 100276463 | 1/12/16 | WEST VALLEY STAFFING GROUP | 150501 | Professional Services | 2,368.44 | 0.00 | 2,368.44 | \$26,052.84 |
| | | | 151030 | Professional Services | 2,368.44 | 0.00 | 2,368.44 | |
| | | | 151620 | Professional Services | 2,368.44 | 0.00 | 2,368.44 | |
| | | | 152177 | Professional Services | 3,026.34 | 0.00 | 3,026.34 | |
| | | | 152746 | Professional Services | 2,368.44 | 0.00 | 2,368.44 | |
| | | | 153304 | Professional Services | 2,500.02 | 0.00 | 2,500.02 | |
| | | | 153861 | Professional Services | 2,105.28 | 0.00 | 2,105.28 | |
| | | | 154383 | Professional Services | 1,052.64 | 0.00 | 1,052.64 | |
| | | | 154957 | Professional Services | 2,105.28 | 0.00 | 2,105.28 | |
| | | | 155554 | Professional Services | 2,631.60 | 0.00 | 2,631.60 | |
| | | | 156237 | Professional Services | 3,157.92 | 0.00 | 3,157.92 | |
| 100276465 | 1/12/16 | WINSUPPLY OF SILICON VALLEY | 650544 02 | Miscellaneous Equipment Parts & Supplies | 10.05 | 0.00 | 10.05 | \$10.05 |
| 100276466 | 1/12/16 | GRAINGER | 9882075642 | Clothing, Uniforms & Access | 688.06 | 0.00 | 688.06 | \$16,277.10 |
| | | | 9883256639 | Chemicals | 111.71 | 0.00 | 111.71 | |
| | | | 9883472756 | Electrical Parts & Supplies | 186.34 | 0.00 | 186.34 | |

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| | | | 9883472764 | Electrical Parts & Supplies | 465.09 | 0.00 | 465.09 | |
| | | | 9883655756 | Supplies, Safety | 1,879.04 | 0.00 | 1,879.04 | |
| | | | 9884415283 | Materials - Land Improve | 145.55 | 0.00 | 145.55 | |
| | | | 9885676875 | Electrical Parts & Supplies | 151.16 | 0.00 | 151.16 | |
| | | | 9885676883 | Electrical Parts & Supplies | 34.91 | 0.00 | 34.91 | |
| | | | 9885676891 | Bldg Maint Matls & Supplies | 66.38 | 0.00 | 66.38 | |
| | | | 9885699042 | Bldg Maint Matls & Supplies | 242.24 | 0.00 | 242.24 | |
| | | | 9886785915 | Communication Equipment | 88.21 | 0.00 | 88.21 | |
| | | | 9887164664 | Clothing, Uniforms & Access | 703.14 | 0.00 | 703.14 | |
| | | | 9887820844 | General Supplies | 129.21 | 0.00 | 129.21 | |
| | | | 9888541993 | Materials - Land Improve | -23.54 | 0.00 | -23.54 | |
| | | | 9889033545 | Bldg Maint Matls & Supplies | 71.78 | 0.00 | 71.78 | |
| | | | 9890342521 | General Supplies | 66.70 | 0.00 | 66.70 | |
| | | | 9890342547 | General Supplies | 9.04 | 0.00 | 9.04 | |
| | | | 9890342554 | General Supplies | 63.34 | 0.00 | 63.34 | |
| | | | 9890480073 | Bldg Maint Matls & Supplies | 43.82 | 0.00 | 43.82 | |
| | | | 9890553150 | Miscellaneous Equipment Parts & Supplies | 13.22 | 0.00 | 13.22 | |
| | | | 9891171994 | Miscellaneous Equipment Parts & Supplies | 1.23 | 0.00 | 1.23 | |
| | | | 9891491889 | Bldg Maint Matls & Supplies | 267.41 | 0.00 | 267.41 | |
| | | | 9892460404 | Bldg Maint Matls & Supplies | 29.91 | 0.00 | 29.91 | |
| | | | 9892577645 | Electrical Parts & Supplies | 244.79 | 0.00 | 244.79 | |
| | | | 9893649526 | Electrical Parts & Supplies | 109.81 | 0.00 | 109.81 | |
| | | | 9894582833 | Bldg Maint Matls & Supplies | 36.33 | 0.00 | 36.33 | |
| | | | 9894582841 | Bldg Maint Matls & Supplies | 29.91 | 0.00 | 29.91 | |
| | | | 9895089218 | General Supplies | 21.41 | 0.00 | 21.41 | |
| | | | 9895953926 | Bldg Maint Matls & Supplies | 52.87 | 0.00 | 52.87 | |
| | | | 9896913457 | Materials - Land Improve | 472.41 | 0.00 | 472.41 | |
| | | | 9896913465 | Materials - Land Improve | 60.19 | 0.00 | 60.19 | |
| | | | 9897011194 | Hand Tools | 77.16 | 0.00 | 77.16 | |
| | | | 9897011202 | Hand Tools | 109.13 | 0.00 | 109.13 | |
| | | | 9897096294 | Electrical Parts & Supplies | 268.68 | 0.00 | 268.68 | |

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| | | | 9898242038 | Hand Tools | 987.29 | 0.00 | 987.29 | |
| | | | 9898242046 | Clothing, Uniforms & Access | 1,736.82 | 0.00 | 1,736.82 | |
| | | | 9899326988 | Electrical Parts & Supplies | 30.60 | 0.00 | 30.60 | |
| | | | 9899453907 | Parts, Vehicles & Motor Equip | 20.23 | 0.00 | 20.23 | |
| | | | 9899466800 | Clothing, Uniforms & Access | 789.55 | 0.00 | 789.55 | |
| | | | 9901245119 | Miscellaneous Equipment Parts & Supplies | 393.24 | 0.00 | 393.24 | |
| | | | 9901282518 | Clothing, Uniforms & Access | 133.61 | 0.00 | 133.61 | |
| | | | 9901282526 | Clothing, Uniforms & Access | 267.20 | 0.00 | 267.20 | |
| | | | 9901793035 | Miscellaneous Equipment Parts & Supplies | 58.73 | 0.00 | 58.73 | |
| | | | 9901907510 | General Supplies | 23.25 | 0.00 | 23.25 | |
| | | | 9902050260 | Bldg Maint Matls & Supplies | 82.97 | 0.00 | 82.97 | |
| | | | 9902568485 | Supplies, Safety | 1,879.04 | 0.00 | 1,879.04 | |
| | | | 9903456755 | Miscellaneous Equipment Parts & Supplies | 117.45 | 0.00 | 117.45 | |
| | | | 9904000040 | Clothing, Uniforms & Access | 801.59 | 0.00 | 801.59 | |
| | | | 9904000057 | Clothing, Uniforms & Access | 133.61 | 0.00 | 133.61 | |
| | | | 9904000065 | Clothing, Uniforms & Access | 133.61 | 0.00 | 133.61 | |
| | | | 9904000073 | Clothing, Uniforms & Access | 267.20 | 0.00 | 267.20 | |
| | | | 9904000081 | Clothing, Uniforms & Access | 133.61 | 0.00 | 133.61 | |
| | | | 9904476448 | Clothing, Uniforms & Access | 1,068.81 | 0.00 | 1,068.81 | |
| | | | 9904476455 | Bldg Maint Matls & Supplies | 144.76 | 0.00 | 144.76 | |
| | | | 9904518678 | Bldg Maint Matls & Supplies | 25.65 | 0.00 | 25.65 | |
| | | | 9904537363 | Parts, Vehicles & Motor Equip | 107.67 | 0.00 | 107.67 | |
| | | | 9904632446 | Miscellaneous Equipment Parts & Supplies | 23.97 | 0.00 | 23.97 | |
| 100276472 | 1/12/16 | OFFICEMAX CONTRACT INC | 05388612072015 | Supplies, Office 1 | 13.21 | 0.00 | 13.21 | \$10,333.89 |
| | | | 13723712012015 | Supplies, Office 1 | 12.18 | 0.00 | 12.18 | |
| | | | 17901012032015 | Supplies, Office 1 | 12.01 | 0.00 | 12.01 | |
| | | | 32461412092015 | Supplies, Office 1 | -336.34 | 0.00 | -336.34 | |
| | | | 42768412042015 | Supplies, Office 1 | 293.09 | 0.00 | 293.09 | |
| | | | 45660512032015 | Supplies, Office 1 | 15.28 | 0.00 | 15.28 | |
| | | | 47507412012015 | Inventory Purchase | 184.14 | 0.00 | 184.14 | |
| | | | 47698012012015 | Supplies, Office 1 | 78.96 | 0.00 | 78.96 | |

List of All Claims and Bills Approved for Payment

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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|----------------|-----------------|-------------|----------------|--------------------|----------------|----------------|-------------|---------------|
| | | | 47701012012015 | Supplies, Office 1 | 59.52 | 0.00 | 59.52 | |
| | | | 47707312012015 | Supplies, Office 1 | 35.51 | 0.00 | 35.51 | |
| | | | 47717612022015 | Supplies, Office 1 | 69.91 | 0.00 | 69.91 | |
| | | | 47759112012015 | Supplies, Office 1 | 912.62 | 0.00 | 912.62 | |
| | | | 47835612012015 | Supplies, Office 1 | 385.64 | 0.00 | 385.64 | |
| | | | 47990612012015 | Supplies, Office 1 | 33.40 | 0.00 | 33.40 | |
| | | | 48212012012015 | Supplies, Office 1 | 56.16 | 0.00 | 56.16 | |
| | | | 48336112012015 | Supplies, Office 1 | 578.76 | 0.00 | 578.76 | |
| | | | 48391612012015 | Supplies, Office 1 | 1,092.46 | 0.00 | 1,092.46 | |
| | | | 48642012012015 | Supplies, Office 1 | -21.75 | 0.00 | -21.75 | |
| | | | 48643712012015 | Supplies, Office 1 | -5.49 | 0.00 | -5.49 | |
| | | | 48655412012015 | Supplies, Office 1 | -14.95 | 0.00 | -14.95 | |
| | | | 48675712022015 | Supplies, Office 1 | 73.79 | 0.00 | 73.79 | |
| | | | 48776112022015 | Supplies, Office 1 | 60.34 | 0.00 | 60.34 | |
| | | | 48928212022015 | Supplies, Office 1 | 33.02 | 0.00 | 33.02 | |
| | | | 50184912082015 | Supplies, Office 1 | 10.93 | 0.00 | 10.93 | |
| | | | 50282912032015 | Supplies, Office 1 | 144.77 | 0.00 | 144.77 | |
| | | | 50398612032015 | Supplies, Office 1 | 91.79 | 0.00 | 91.79 | |
| | | | 50404512032015 | Supplies, Office 1 | 125.24 | 0.00 | 125.24 | |
| | | | 50588812042015 | Supplies, Office 1 | 6.55 | 0.00 | 6.55 | |
| | | | 50875412032015 | Supplies, Office 1 | 53.48 | 0.00 | 53.48 | |
| | | | 50933612032015 | Supplies, Office 1 | 59.92 | 0.00 | 59.92 | |
| | | | 51039412072015 | Supplies, Office 1 | 24.02 | 0.00 | 24.02 | |
| | | | 51374912042015 | Supplies, Office 1 | 125.61 | 0.00 | 125.61 | |
| | | | 51599112042015 | Supplies, Office 1 | 131.27 | 0.00 | 131.27 | |
| | | | 52033212042015 | Supplies, Office 1 | 232.46 | 0.00 | 232.46 | |
| | | | 52112912042015 | Supplies, Office 1 | 20.01 | 0.00 | 20.01 | |
| | | | 52146212042015 | Supplies, Office 1 | 203.78 | 0.00 | 203.78 | |
| | | | 52156112042015 | Supplies, Office 1 | 41.70 | 0.00 | 41.70 | |
| | | | 52397512042015 | Supplies, Office 1 | 172.85 | 0.00 | 172.85 | |
| | | | 52676412072015 | Supplies, Office 1 | 38.64 | 0.00 | 38.64 | |

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|------------------------|-------------------------|--------------------|--------------------|--------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 52969012072015 | Supplies, Office 1 | 130.84 | 0.00 | 130.84 | |
| | | | 53448712072015 | Supplies, Office 1 | 3.81 | 0.00 | 3.81 | |
| | | | 53845012072015 | Supplies, Office 1 | 230.72 | 0.00 | 230.72 | |
| | | | 53909812082015 | Supplies, Office 1 | 323.92 | 0.00 | 323.92 | |
| | | | 55077412082015 | Supplies, Office 1 | 103.53 | 0.00 | 103.53 | |
| | | | 55788912092015 | Supplies, Office 1 | 35.97 | 0.00 | 35.97 | |
| | | | 56433712092015 | Supplies, Office 1 | 20.03 | 0.00 | 20.03 | |
| | | | 56490712092015 | Supplies, Office 1 | 24.11 | 0.00 | 24.11 | |
| | | | 56744012092015 | Supplies, Office 1 | 18.01 | 0.00 | 18.01 | |
| | | | 56744212092015 | Supplies, Office 1 | 14.40 | 0.00 | 14.40 | |
| | | | 56770712092015 | Supplies, Office 1 | 49.20 | 0.00 | 49.20 | |
| | | | 56787912092015 | Supplies, Office 1 | 8.86 | 0.00 | 8.86 | |
| | | | 56903612092015 | Supplies, Office 1 | 147.67 | 0.00 | 147.67 | |
| | | | 56979612092015 | Supplies, Office 1 | 385.46 | 0.00 | 385.46 | |
| | | | 57036912092015 | Supplies, Office 1 | 431.30 | 0.00 | 431.30 | |
| | | | 57133512092015 | Supplies, Office 1 | 62.60 | 0.00 | 62.60 | |
| | | | 57389512102015 | Supplies, Office 1 | 162.46 | 0.00 | 162.46 | |
| | | | 57486912102015 | Supplies, Office 1 | 121.62 | 0.00 | 121.62 | |
| | | | 57529412102015 | Supplies, Office 1 | 910.18 | 0.00 | 910.18 | |
| | | | 57643812102015 | Supplies, Office 1 | 132.72 | 0.00 | 132.72 | |
| | | | 57647012102015 | Supplies, Office 1 | 14.08 | 0.00 | 14.08 | |
| | | | 58677112102015 | Supplies, Office 1 | 69.30 | 0.00 | 69.30 | |
| | | | 59060512112015 | Inventory Purchase | 88.17 | 0.00 | 88.17 | |
| | | | 59173612112015 | Supplies, Office 1 | 227.68 | 0.00 | 227.68 | |
| | | | 59331412112015 | Supplies, Office 1 | 232.84 | 0.00 | 232.84 | |
| | | | 59359312112015 | Supplies, Office 1 | 36.21 | 0.00 | 36.21 | |
| | | | 59562212112015 | Supplies, Office 1 | 65.23 | 0.00 | 65.23 | |
| | | | 59562812112015 | Supplies, Office 1 | 90.82 | 0.00 | 90.82 | |
| | | | 59620412112015 | Supplies, Office 1 | 471.19 | 0.00 | 471.19 | |
| | | | 59843912112015 | Supplies, Office 1 | 385.18 | 0.00 | 385.18 | |
| | | | 59942912112015 | Supplies, Office 1 | 79.09 | 0.00 | 79.09 | |

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|--------------------|---------------------|---|--------------------|----------------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 60654812142015 | Supplies, Office 1 | 104.52 | 0.00 | 104.52 | |
| | | | 60668512142015 | Supplies, Office 1 | 19.02 | 0.00 | 19.02 | |
| | | | 61092112112015 | Supplies, Office 1 | 28.66 | 0.00 | 28.66 | |
| 100276478 | 1/12/16 | PACIFIC GAS & ELECTRIC CO | 00328522411215 | Utilities - Electric | 9.72 | 0.00 | 9.72 | \$4,024.45 |
| | | | 00697062301215 | Utilities - Electric | 9.72 | 0.00 | 9.72 | |
| | | | 100023460116 | Utilities - Electric | 1,354.20 | 0.00 | 1,354.20 | |
| | | | 36207652981215 | Utilities - Electric | 74.60 | 0.00 | 74.60 | |
| | | | 53350770051215 | Fuel, Oil & Lubricants | 776.22 | 0.00 | 776.22 | |
| | | | 63004478111215 | Utilities - Electric | 60.92 | 0.00 | 60.92 | |
| | | | 65170651531215 | Utilities - Electric | 1,257.00 | 0.00 | 1,257.00 | |
| | | | 66172622091215 | Utilities - Electric | 83.32 | 0.00 | 83.32 | |
| | | | 96226804091215 | Utilities - Electric | 276.64 | 0.00 | 276.64 | |
| | | | 97322830181215 | Utilities - Electric | 110.55 | 0.00 | 110.55 | |
| | | | 97322834741215 | Utilities - Electric | 11.56 | 0.00 | 11.56 | |
| 100276479 | 1/12/16 | SOUTH BAY REGIONAL PUBLIC SAFETY | ROBINSON0416 | Training and Conferences | 156.00 | 0.00 | 156.00 | \$156.00 |
| 100276480 | 1/12/16 | STATE WATER RESOURCES CONTROL BOARD | E WOOD GR I | Membership Fees | 170.00 | 0.00 | 170.00 | \$340.00 |
| | | | SOEHENDRO GR I | Membership Fees | 170.00 | 0.00 | 170.00 | |
| 100276482 | 1/12/16 | CALIFORNIA SEMICONDUCTOR LLC | BL069301-2016 | Business License Tax | 35.14 | 0.00 | 35.14 | \$35.14 |
| 100276483 | 1/12/16 | TLC | BL055673-2016 | Business License Tax | 58.58 | 0.00 | 58.58 | \$58.58 |
| 100276484 | 1/12/16 | ZHAOCHUN MA | 403253 | Lib - Lost & Damaged Circulation | 29.99 | 0.00 | 29.99 | \$29.99 |
| 100276485 | 1/14/16 | AMS.NET INC | 0003053 | Communication Equipment | 5,087.43 | 0.00 | 5,087.43 | \$13,675.55 |
| | | | 0003148 | Communication Equipment | 2,478.12 | 0.00 | 2,478.12 | |
| | | | 0003265 | Communication Equipment | 5,310.00 | 0.00 | 5,310.00 | |
| | | | 144242 | Communication Equipment | 800.00 | 0.00 | 800.00 | |
| 100276486 | 1/14/16 | AD CLUB | 276761 | Advertising Services | 660.00 | 0.00 | 660.00 | \$660.00 |
| 100276487 | 1/14/16 | AIRGAS USA LLC | 9931318509 | General Supplies | 206.37 | 0.00 | 206.37 | \$407.66 |
| | | | 9932048227 | General Supplies | 201.29 | 0.00 | 201.29 | |
| 100276488 | 1/14/16 | ALPINE AWARDS INC | 293648 | Customized Products | 14.68 | 0.00 | 14.68 | \$14.68 |
| 100276489 | 1/14/16 | AMERICAN SOCIETY OF COMPOSERS AUTHORS & | 1/1/16-1/14/17 | Membership Fees | 1,341.09 | 0.00 | 1,341.09 | \$1,341.09 |
| 100276490 | 1/14/16 | B & A FRICTION MATERIALS INC | 549609 | Parts, Vehicles & Motor Equip | 38.65 | 0.00 | 38.65 | \$275.41 |

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| | | | 549615 | Parts, Vehicles & Motor Equip | 236.76 | 0.00 | 236.76 | |
| 100276491 | 1/14/16 | BKF ENGINEERS | 15120631 | Engineering Services | 4,458.50 | 0.00 | 4,458.50 | \$4,458.50 |
| 100276492 | 1/14/16 | BAG BOY CO | 994670-RE | Inventory Purchase | 139.00 | 6.50 | 132.50 | \$132.50 |
| 100276493 | 1/14/16 | BAY AREA NEWS GROUP DIGITAL FIRST MEDIA | 0005614258 | Advertising Services | 326.00 | 0.00 | 326.00 | \$326.00 |
| 100276494 | 1/14/16 | CSAC EXCESS INSURANCE AUTHORITY | 980 | Insurances - Life/AD&D Insurance | 18,214.12 | 0.00 | 18,214.12 | \$41,517.78 |
| | | | 980 | Insurances - Long Term Disability | 23,303.66 | 0.00 | 23,303.66 | |
| 100276495 | 1/14/16 | CALIFORNIA BUILDING STANDARDS COMMISSION | OCT-DEC2015 | Permit - Building - State Special Revolving Fund(Green Bldg) | 6,052.00 | 0.00 | 6,052.00 | \$6,052.00 |
| 100276496 | 1/14/16 | CALIFORNIA DEPT OF GENERAL SERVICES | 1408773 | Utilities - Gas | 5,439.31 | 0.00 | 5,439.31 | \$5,439.31 |
| 100276497 | 1/14/16 | CALTEST ANALYTICAL LABORATORY | 553504 | Water Lab Services | 293.40 | 0.00 | 293.40 | \$709.50 |
| | | | 553995 | Water Lab Services | 416.10 | 0.00 | 416.10 | |
| 100276498 | 1/14/16 | CAROLLO ENGINEERS | 0144191 | Professional Services | 265,086.86 | 0.00 | 265,086.86 | \$265,086.86 |
| 100276500 | 1/14/16 | COMCAST | 01/07-02/06/16 | Miscellaneous Services | 71.24 | 0.00 | 71.24 | \$142.48 |
| | | | 12/7/15-1/6/16 | Miscellaneous Services | 71.24 | 0.00 | 71.24 | |
| 100276501 | 1/14/16 | CORIX WATER PRODUCTS (US) INC | 17513034625 | Water Meters | 905.21 | 0.00 | 905.21 | \$2,228.59 |
| | | | 17613000248 | Construction Services | 1,323.38 | 0.00 | 1,323.38 | |
| 100276502 | 1/14/16 | CORRPRO WATERWORKS | 362115 | Electrical Parts & Supplies | 4,500.00 | 0.00 | 4,500.00 | \$4,500.00 |
| 100276503 | 1/14/16 | DEBRA CHROMCZAK | 34 | Consultants | 337.50 | 0.00 | 337.50 | \$337.50 |
| 100276504 | 1/14/16 | DELTA DENTAL INSURANCE CO | JAN2016 | Insurances - Dental | 1,571.15 | 0.00 | 1,571.15 | \$1,571.15 |
| 100276505 | 1/14/16 | DEPARTMENT OF CONSERVATION | OCT-DEC2015 | Permit - Building - State Strong Motion Implementation Fee | 40,708.00 | 0.00 | 40,708.00 | \$40,708.00 |
| 100276506 | 1/14/16 | DETAIL PLUS | 30032 | Auto Maint & Repair - Labor | 300.00 | 0.00 | 300.00 | \$900.00 |
| | | | 30057 | Auto Maint & Repair - Labor | 300.00 | 0.00 | 300.00 | |
| | | | 30115 | Auto Maint & Repair - Labor | 300.00 | 0.00 | 300.00 | |
| 100276507 | 1/14/16 | ECONOMIC DRIVING SCHOOL | 12302015 | Rec Instructors/Officials | 1,174.08 | 0.00 | 1,174.08 | \$1,174.08 |
| 100276508 | 1/14/16 | ENVIRONMENTAL RESOURCE ASSOC | 775907 | General Supplies | 244.13 | 0.00 | 244.13 | \$244.13 |
| 100276509 | 1/14/16 | ESBRO | 21346 | Chemicals | 303.71 | 0.00 | 303.71 | \$303.71 |
| 100276510 | 1/14/16 | FEDERAL EXPRESS CORP | 5-280-88168 | Mailing & Delivery Services | 5.38 | 0.00 | 5.38 | \$5.38 |
| 100276511 | 1/14/16 | FERGUSON ENTERPRISES INC | 1131398-1 | Miscellaneous Equipment Parts & Supplies | 3,950.69 | 0.00 | 3,950.69 | \$7,822.15 |
| | | | 1139386 | Inventory Purchase | 568.76 | 5.23 | 563.53 | |

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| | | | 1142884 | Construction Services | 1,131.38 | 0.00 | 1,131.38 | |
| | | | 1143147 | Construction Services | 2,176.55 | 0.00 | 2,176.55 | |
| 100276512 | 1/14/16 | FISHER SCIENTIFIC CO LLC | 8977775 | General Supplies | 1,012.12 | 0.00 | 1,012.12 | \$1,306.89 |
| | | | 9062140 | General Supplies | 294.77 | 0.00 | 294.77 | |
| 100276513 | 1/14/16 | G&K SERVICES | 906718-RE-REV | Laundry & Cleaning Services | 21.15 | 0.00 | 21.15 | \$21.15 |
| 100276514 | 1/14/16 | GARDENLAND POWER EQUIPMENT | 341595 | Hand Tools | 821.10 | 0.00 | 821.10 | \$1,566.36 |
| | | | 342115 | Misc Equip Maint & Repair - Materials | 435.99 | 0.00 | 435.99 | |
| | | | 342128 | Hand Tools | 309.27 | 0.00 | 309.27 | |
| 100276515 | 1/14/16 | GOLDEN GATE TRUCK CENTER | F005683432:01 | Parts, Vehicles & Motor Equip | -360.22 | 0.00 | -360.22 | \$87.51 |
| | | | F005685633:01 | Parts, Vehicles & Motor Equip | 28.17 | 0.00 | 28.17 | |
| | | | F005687320:01 | Parts, Vehicles & Motor Equip | 136.55 | 0.00 | 136.55 | |
| | | | F005688271:01 | Parts, Vehicles & Motor Equip | 283.01 | 0.00 | 283.01 | |
| 100276516 | 1/14/16 | GOODYEAR COMMERCIAL TIRE & SERVICE CTR | 189-1089730 | Parts, Vehicles & Motor Equip | -373.54 | 0.00 | -373.54 | \$296.10 |
| | | | 189-1089754 | Inventory Purchase | 577.89 | 0.00 | 577.89 | |
| | | | 189-1089924 | Auto Maint & Repair - Labor | 70.00 | 0.00 | 70.00 | |
| | | | 189-1089924 | Auto Maint & Repair - Materials | 21.75 | 0.00 | 21.75 | |
| 100276517 | 1/14/16 | GOOSEBUSTERS | 26 | Services Maintain Land Improv | 1,260.00 | 0.00 | 1,260.00 | \$2,610.00 |
| | | | 27 | Services Maintain Land Improv | 1,350.00 | 0.00 | 1,350.00 | |
| 100276518 | 1/14/16 | GORILLA METALS | 183475 | Materials - Land Improve | 27.22 | 0.00 | 27.22 | \$27.22 |
| 100276519 | 1/14/16 | GRAYBAR ELECTRIC CO INC | 982655168 | Comm Equip Maintain & Repair - Materials 2 | 74.60 | 0.00 | 74.60 | \$74.60 |
| 100276520 | 1/14/16 | GREENESPORT ASSN | COL-W120115 | Rec Instructors/Officials | 270.00 | 0.00 | 270.00 | \$270.00 |
| 100276521 | 1/14/16 | HEXAGON TRANSPORTATION CONSULTANTS INC | 9375 | Consultants | 18,757.50 | 0.00 | 18,757.50 | \$18,757.50 |
| 100276522 | 1/14/16 | KAR PAO CHAN | 0026-1192-8130 | DED Services/Training - Support Services | 180.00 | 0.00 | 180.00 | \$180.00 |
| 100276523 | 1/14/16 | KELLY MOORE PAINT CO INC | 820-280713 | Bldg Maint Matls & Supplies | 12.82 | 0.00 | 12.82 | \$321.88 |
| | | | 820-280828 | Bldg Maint Matls & Supplies | 43.12 | 0.00 | 43.12 | |
| | | | 820-280865 | Bldg Maint Matls & Supplies | 80.02 | 0.00 | 80.02 | |
| | | | 820-281079 | Bldg Maint Matls & Supplies | 185.92 | 0.00 | 185.92 | |
| 100276524 | 1/14/16 | KELLY PAPER CO | 7692527 | General Supplies | 483.83 | 0.00 | 483.83 | \$483.83 |
| 100276526 | 1/14/16 | KOHLWEISS AUTO PARTS INC | 01OP0503 | Parts, Vehicles & Motor Equip | -12.11 | 0.00 | -12.11 | \$323.82 |
| | | | 01OP0859 | Parts, Vehicles & Motor Equip | 31.44 | 0.00 | 31.44 | |

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| | | | 01OP1007 | Parts, Vehicles & Motor Equip | 59.13 | 0.00 | 59.13 | |
| | | | 01OP9549 | Inventory Purchase | 250.37 | 5.01 | 245.36 | |
| 100276527 | 1/14/16 | KONECRANES INC | LIV01075780 | Misc Equip Maint & Repair - Labor | 1,185.00 | 0.00 | 1,185.00 | \$3,113.59 |
| | | | LIV01075780 | Misc Equip Maint & Repair - Materials | 1,928.59 | 0.00 | 1,928.59 | |
| 100276528 | 1/14/16 | LANGUAGE LINE SERVICES | 3741654 | Miscellaneous Services | 437.05 | 0.00 | 437.05 | \$437.05 |
| 100276529 | 1/14/16 | LAW OFFICE OF TERRY ROEMER | 1-2016 | Investigation Expense | 1,071.00 | 0.00 | 1,071.00 | \$1,071.00 |
| 100276530 | 1/14/16 | LEVEL 3 COMMUNICATIONS LLC | 41310881 | Comm Equip Maintain & Repair - Materials 2 | 8,179.69 | 0.00 | 8,179.69 | \$8,179.69 |
| 100276531 | 1/14/16 | LIEBERT CASSIDY WHITMORE | 1414373 | City Training Program | 1,650.00 | 0.00 | 1,650.00 | \$1,650.00 |
| 100276532 | 1/14/16 | LOZANO SUNNYVALE CAR WASH | 019 | Auto Maint & Repair - Labor | 556.50 | 0.00 | 556.50 | \$1,029.00 |
| | | | 020 | Auto Maint & Repair - Labor | 472.50 | 0.00 | 472.50 | |
| 100276533 | 1/14/16 | MSI FUEL MANAGEMENT INC | 3889 | Auto Maint & Repair - Labor | 570.00 | 0.00 | 570.00 | \$570.00 |
| 100276534 | 1/14/16 | MACIAS GINI AND OCONNELL LLP | 212346 | Professional Services | 9,690.00 | 0.00 | 9,690.00 | \$10,590.00 |
| | | | 213155 | Professional Services | 900.00 | 0.00 | 900.00 | |
| 100276535 | 1/14/16 | METROPOLITAN PLANNING GROUP | 2181A | Professional Services | 2,781.25 | 0.00 | 2,781.25 | \$5,787.50 |
| | | | 2181B | Professional Services | 3,006.25 | 0.00 | 3,006.25 | |
| 100276536 | 1/14/16 | MICHAEL BAKER INTERNATIONAL | 44640 | Professional Services | 1,517.50 | 0.00 | 1,517.50 | \$2,875.00 |
| | | | 44878 | Professional Services | 1,357.50 | 0.00 | 1,357.50 | |
| 100276537 | 1/14/16 | MIDWEST TAPE | 93542135 | Library Acquis, Audio/Visual | 175.04 | 0.00 | 175.04 | \$1,105.29 |
| | | | 93555083 | Library Acquis, Audio/Visual | 603.33 | 0.00 | 603.33 | |
| | | | 93555167 | Library Acquis, Audio/Visual | 326.92 | 0.00 | 326.92 | |
| 100276538 | 1/14/16 | MIKE DAVIS LANDSCAPE SERVICES | 1008 | Services Maintain Land Improv | 2,003.00 | 0.00 | 2,003.00 | \$2,003.00 |
| 100276539 | 1/14/16 | MOTOROLA SOLUTIONS INC | 78326685 | Comm Equip Maintain & Repair - Labor 1 | 11,015.34 | 0.00 | 11,015.34 | \$11,015.34 |
| 100276540 | 1/14/16 | MOUNTAIN VIEW GARDEN CENTER | 80902 | Materials - Land Improve | 48.86 | 0.00 | 48.86 | \$311.33 |
| | | | 80938 | Materials - Land Improve | 152.14 | 0.00 | 152.14 | |
| | | | 81035 | Materials - Land Improve | 8.16 | 0.00 | 8.16 | |
| | | | 81061 | Materials - Land Improve | 102.17 | 0.00 | 102.17 | |
| 100276541 | 1/14/16 | MOUNTAIN VIEW LOS ALTOS ADULT SCHOOL | 010516B | DED Services/Training - Training | 35.00 | 0.00 | 35.00 | \$160.50 |
| | | | 010516C | DED Services/Training - Training | 52.50 | 0.00 | 52.50 | |
| | | | 010516E | DED Services/Training - Training | 73.00 | 0.00 | 73.00 | |
| 100276542 | 1/14/16 | MUNICIPAL MAINTENANCE EQUIPMENT INC | 0105769-CM | Parts, Vehicles & Motor Equip | -123.98 | 0.00 | -123.98 | \$3,787.86 |

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| | | | 0105770-IN | Parts, Vehicles & Motor Equip | 123.98 | 0.00 | 123.98 | |
| | | | 0106383-IN | Misc Equip Maint & Repair - Materials | 871.26 | 0.00 | 871.26 | |
| | | | 0106383-IN | Miscellaneous Equipment | 230.00 | 0.00 | 230.00 | |
| | | | 0106457-IN | Parts, Vehicles & Motor Equip | 276.79 | 0.00 | 276.79 | |
| | | | 0106494-IN | Parts, Vehicles & Motor Equip | 175.14 | 0.00 | 175.14 | |
| | | | 0106529-IN | Parts, Vehicles & Motor Equip | 215.94 | 0.00 | 215.94 | |
| | | | 0106818-IN | Parts, Vehicles & Motor Equip | 1,213.93 | 0.00 | 1,213.93 | |
| | | | 0106982-IN | Parts, Vehicles & Motor Equip | 72.92 | 0.00 | 72.92 | |
| | | | 0106997-IN | Parts, Vehicles & Motor Equip | 731.88 | 0.00 | 731.88 | |
| 100276543 | 1/14/16 | NAPA AUTO PARTS | 213058REV | Parts, Vehicles & Motor Equip | -85.25 | 0.00 | -85.25 | \$2,638.19 |
| | | | 213508 | Parts, Vehicles & Motor Equip | 85.25 | 0.00 | 85.25 | |
| | | | 213902 | Parts, Vehicles & Motor Equip | 37.83 | 0.00 | 37.83 | |
| | | | 214316 | Parts, Vehicles & Motor Equip | 11.42 | 0.00 | 11.42 | |
| | | | 214663 | Parts, Vehicles & Motor Equip | 11.94 | 0.00 | 11.94 | |
| | | | 214677 | Parts, Vehicles & Motor Equip | 144.46 | 0.00 | 144.46 | |
| | | | 214886 | Parts, Vehicles & Motor Equip | 26.86 | 0.00 | 26.86 | |
| | | | 215128 | Parts, Vehicles & Motor Equip | 16.07 | 0.00 | 16.07 | |
| | | | 215347 | Parts, Vehicles & Motor Equip | 112.06 | 0.00 | 112.06 | |
| | | | 215363 | Parts, Vehicles & Motor Equip | 16.07 | 0.00 | 16.07 | |
| | | | 215460 | Parts, Vehicles & Motor Equip | -19.58 | 0.00 | -19.58 | |
| | | | 216195 | Parts, Vehicles & Motor Equip | 100.70 | 0.00 | 100.70 | |
| | | | 216475 | Parts, Vehicles & Motor Equip | 124.90 | 0.00 | 124.90 | |
| | | | 217215 | Parts, Vehicles & Motor Equip | 31.51 | 0.00 | 31.51 | |
| | | | 217237 | Parts, Vehicles & Motor Equip | 125.98 | 0.00 | 125.98 | |
| | | | 217255 | Parts, Vehicles & Motor Equip | 19.16 | 0.00 | 19.16 | |
| | | | 217290 | Parts, Vehicles & Motor Equip | 98.69 | 0.00 | 98.69 | |
| | | | 217347 | Parts, Vehicles & Motor Equip | 138.60 | 0.00 | 138.60 | |
| | | | 217392 | Parts, Vehicles & Motor Equip | -19.58 | 0.00 | -19.58 | |
| | | | 217395 | Parts, Vehicles & Motor Equip | 111.96 | 0.00 | 111.96 | |
| | | | 217424 | Parts, Vehicles & Motor Equip | -19.58 | 0.00 | -19.58 | |
| | | | 217669 | Parts, Vehicles & Motor Equip | -5.17 | 0.00 | -5.17 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/10/2016 through 1/16/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|---------------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | 217675 | Parts, Vehicles & Motor Equip | 1,573.89 | 0.00 | 1,573.89 | |
| 100276546 | 1/14/16 | NORTH STATE ENVIRONMENTAL | 047348 | HazMat Disposal - Hazardous Waste Disposal | 815.25 | 0.00 | 815.25 | \$815.25 |
| 100276547 | 1/14/16 | P&R PAPER SUPPLY CO INC | 30062961-00 | Inventory Purchase | 3,988.28 | 0.00 | 3,988.28 | \$3,988.28 |
| 100276548 | 1/14/16 | PAYFLEX SYSTEMS USA INC | 130534-771446 | Professional Services | 187.00 | 0.00 | 187.00 | \$217.00 |
| | | | 130536-771448 | Professional Services | 30.00 | 0.00 | 30.00 | |
| 100276549 | 1/14/16 | PAPE MACHINERY | 9715023 | Parts, Vehicles & Motor Equip | 656.47 | 0.00 | 656.47 | \$656.47 |
| 100276551 | 1/14/16 | PORTNOV COMPUTER SCHOOL | 01-02-16 | DED Services/Training - Training | 599.00 | 0.00 | 599.00 | \$5,999.00 |
| | | | 06-01-15 | DED Services/Training - Training | 5,400.00 | 0.00 | 5,400.00 | |
| 100276552 | 1/14/16 | PREFERRED BENEFIT INSURANCE ADMIN INC | EIA16144 | Insurances - Dental | 52,812.00 | 0.00 | 52,812.00 | \$64,001.00 |
| | | | EIA16144 | Insurances - Vision | 11,189.00 | 0.00 | 11,189.00 | |
| 100276553 | 1/14/16 | R & R PRODUCTS INC | CD1969361 | Misc Equip Maint & Repair - Materials | 38.66 | 0.00 | 38.66 | \$38.66 |
| 100276554 | 1/14/16 | R E P NUT N BOLT GUY | 27090 | Inventory Purchase | 146.46 | 0.00 | 146.46 | \$184.17 |
| | | | 27091 | Inventory Purchase | 37.71 | 0.00 | 37.71 | |
| 100276555 | 1/14/16 | RAYVERN LIGHTING SUPPLY CO INC | 38682-1 | Inventory Purchase | 383.28 | 0.00 | 383.28 | \$945.18 |
| | | | 38898-0 | Inventory Purchase | 561.90 | 0.00 | 561.90 | |
| 100276556 | 1/14/16 | ROSS RECREATION EQUIPMENT CO INC | 98062 | Materials - Land Improve | 377.53 | 0.00 | 377.53 | \$1,589.74 |
| | | | 98063 | Materials - Land Improve | 1,212.21 | 0.00 | 1,212.21 | |
| 100276557 | 1/14/16 | ROYAL BRASS INC | 770935-001 | Parts, Vehicles & Motor Equip | 3.86 | 0.00 | 3.86 | \$255.46 |
| | | | 778576-001 | Parts, Vehicles & Motor Equip | 32.02 | 0.00 | 32.02 | |
| | | | 778580-001 | Parts, Vehicles & Motor Equip | 58.63 | 0.00 | 58.63 | |
| | | | 781206-001 | Parts, Vehicles & Motor Equip | 122.71 | 0.00 | 122.71 | |
| | | | 781785-001 | Parts, Vehicles & Motor Equip | 11.24 | 0.00 | 11.24 | |
| | | | 782361-001 | Parts, Vehicles & Motor Equip | 10.66 | 0.00 | 10.66 | |
| | | | 783729-001 | Parts, Vehicles & Motor Equip | 16.34 | 0.00 | 16.34 | |
| 100276558 | 1/14/16 | SASE CO INC | INV155355 | Parts, Vehicles & Motor Equip | 223.98 | 0.00 | 223.98 | \$223.98 |
| 100276559 | 1/14/16 | SAN FRANCISCO STATE UNIVERSITY | 754616 | DED Services/Training - Training | 390.00 | 0.00 | 390.00 | \$390.00 |
| 100276560 | 1/14/16 | SIMPLER LIFE EMERGENCY PROVISIONS INC | 36153 | General Supplies | 2,700.26 | 0.00 | 2,700.26 | \$2,700.26 |
| 100276561 | 1/14/16 | STATCOMM INC | 107048 | Facilities Maint & Repair - Labor | 1,686.00 | 0.00 | 1,686.00 | \$1,686.00 |
| 100276562 | 1/14/16 | STRATEGIC ENERGY INNOVATIONS | 2343 | Professional Services | 21,600.00 | 0.00 | 21,600.00 | \$21,600.00 |
| 100276563 | 1/14/16 | SUNNYVALE BUILDING MAINTENANCE | 98483 | Professional Services | 69.00 | 0.00 | 69.00 | \$304.00 |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/10/2016 through 1/16/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|---------------------------------------|--------------------|---|-----------------------|-----------------------|--------------------|----------------------|
| | | | 98493 | Professional Services | 235.00 | 0.00 | 235.00 | |
| 100276564 | 1/14/16 | SUNNYVALE DOWNTOWN ASSN | 15TREELIGHTING | Community Services Grant - Community Event Grants | 2,775.00 | 0.00 | 2,775.00 | \$2,775.00 |
| 100276565 | 1/14/16 | SUPPLYWORKS | 1747030-00 | Inventory Purchase | 589.51 | 5.90 | 583.61 | \$583.61 |
| 100276566 | 1/14/16 | SYLVESTER JOHNSON | OCT2015 | Insurances - Medical | 714.45 | 0.00 | 714.45 | \$714.45 |
| 100276567 | 1/14/16 | THE LIGHTHOUSE | 0212403 | Parts, Vehicles & Motor Equip | 542.66 | 0.00 | 542.66 | \$542.66 |
| 100276568 | 1/14/16 | THYSSENKRUPP ELEVATOR CORP | 3002273488 | Facilities Maint & Repair - Labor | 1,223.35 | 0.00 | 1,223.35 | \$1,223.35 |
| 100276569 | 1/14/16 | TURF & INDUSTRIAL EQUIPMENT CO | O21896 | Auto Maint & Repair - Labor | -119.00 | 0.00 | -119.00 | \$97.88 |
| | | | RO21852 | Auto Maint & Repair - Labor | 216.88 | 0.00 | 216.88 | |
| 100276570 | 1/14/16 | TURF STAR INC | 6920482-00 | Parts, Vehicles & Motor Equip | 193.70 | 0.00 | 193.70 | \$193.70 |
| 100276571 | 1/14/16 | US HEALTHWORKS MEDICAL GROUP PC | 2828748-CA | Pre-Employment Testing | 310.00 | 0.00 | 310.00 | \$310.00 |
| 100276572 | 1/14/16 | UNITED ROTARY BRUSH CORP | CH179005 | Parts, Vehicles & Motor Equip | 749.35 | 0.00 | 749.35 | \$749.35 |
| 100276573 | 1/14/16 | UNITED SITE SERVICES INC | 114-3635365 | Facilities Maint & Repair - Labor | 267.94 | 0.00 | 267.94 | \$267.94 |
| 100276574 | 1/14/16 | UNIVERSITY OF CALIFORNIA SANTA CRUZ | 56892 | DED Services/Training - Training | 5,400.00 | 0.00 | 5,400.00 | \$5,400.00 |
| 100276575 | 1/14/16 | WHCI PLUMBING SUPPLY | S2074961.001 | Bldg Maint Matls & Supplies | 134.62 | 0.00 | 134.62 | \$134.62 |
| 100276576 | 1/14/16 | WATER ENVIRONMENT RESEARCH FOUNDATION | U-20009150-161 | Membership Fees | 3,450.00 | 0.00 | 3,450.00 | \$3,450.00 |
| 100276577 | 1/14/16 | WEATHERSHIELD ROOF SYSTEMS INC | 7362 | Facilities Maint & Repair - Labor | 1,717.00 | 0.00 | 1,717.00 | \$1,717.00 |
| 100276578 | 1/14/16 | WINSUPPLY OF SILICON VALLEY | 652786 00 | Materials - Land Improve | 37.82 | 0.00 | 37.82 | \$2,719.09 |
| | | | 653477 00 | Materials - Land Improve | 1,759.28 | 0.00 | 1,759.28 | |
| | | | 653633 00 | Misc Equip Maint & Repair - Materials | 921.99 | 0.00 | 921.99 | |
| 100276579 | 1/14/16 | DEPT OF FORESTRY & FIRE PROTECTION | 131223 | Training and Conferences | 408.00 | 0.00 | 408.00 | \$408.00 |
| 100276580 | 1/14/16 | G&K SERVICES | 1083719757-RE | Laundry & Cleaning Services | -0.65 | 0.00 | -0.65 | \$9,480.03 |
| | | | 1083741233 | Laundry & Cleaning Services | 18.15 | 0.00 | 18.15 | |
| | | | 1083741234 | Laundry & Cleaning Services | 6.30 | 0.00 | 6.30 | |
| | | | 1083741235 | Laundry & Cleaning Services | 41.40 | 0.00 | 41.40 | |
| | | | 1083741236 | Laundry & Cleaning Services | 10.28 | 0.00 | 10.28 | |
| | | | 1083741237 | Laundry & Cleaning Services | 59.81 | 0.00 | 59.81 | |
| | | | 1083741238 | Laundry & Cleaning Services | 67.50 | 0.00 | 67.50 | |
| | | | 1083741239 | Laundry & Cleaning Services | 164.04 | 0.00 | 164.04 | |
| | | | 1083741241 | Laundry & Cleaning Services | 408.04 | 0.00 | 408.04 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/10/2016 through 1/16/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|-----------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 1083741243 | Laundry & Cleaning Services | 158.91 | 0.00 | 158.91 | |
| | | | 1083741244 | Laundry & Cleaning Services | 18.10 | 0.00 | 18.10 | |
| | | | 1083741245 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083741251 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083741252 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083741253 | Laundry & Cleaning Services | 42.68 | 0.00 | 42.68 | |
| | | | 1083741254 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083741255 | Laundry & Cleaning Services | 7.92 | 0.00 | 7.92 | |
| | | | 1083741256 | Laundry & Cleaning Services | 13.52 | 0.00 | 13.52 | |
| | | | 1083741257 | Laundry & Cleaning Services | 43.61 | 0.00 | 43.61 | |
| | | | 1083741258 | Laundry & Cleaning Services | 20.76 | 0.00 | 20.76 | |
| | | | 1083741259 | Laundry & Cleaning Services | 19.40 | 0.00 | 19.40 | |
| | | | 1083741260 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083743193 | Laundry & Cleaning Services | 18.15 | 0.00 | 18.15 | |
| | | | 1083743194 | Laundry & Cleaning Services | 6.30 | 0.00 | 6.30 | |
| | | | 1083743195 | Laundry & Cleaning Services | 41.40 | 0.00 | 41.40 | |
| | | | 1083743196 | Laundry & Cleaning Services | 10.28 | 0.00 | 10.28 | |
| | | | 1083743197 | Laundry & Cleaning Services | 59.81 | 0.00 | 59.81 | |
| | | | 1083743198 | Laundry & Cleaning Services | 67.50 | 0.00 | 67.50 | |
| | | | 1083743199 | Laundry & Cleaning Services | 169.86 | 0.00 | 169.86 | |
| | | | 1083743201 | Laundry & Cleaning Services | 281.30 | 0.00 | 281.30 | |
| | | | 1083743203 | Laundry & Cleaning Services | 158.91 | 0.00 | 158.91 | |
| | | | 1083743204 | Laundry & Cleaning Services | 18.10 | 0.00 | 18.10 | |
| | | | 1083743205 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083743211 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083743212 | Laundry & Cleaning Services | 51.64 | 0.00 | 51.64 | |
| | | | 1083743213 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083743214 | Laundry & Cleaning Services | 30.20 | 0.00 | 30.20 | |
| | | | 1083743215 | Laundry & Cleaning Services | 42.68 | 0.00 | 42.68 | |
| | | | 1083743216 | Laundry & Cleaning Services | 19.68 | 0.00 | 19.68 | |
| | | | 1083743217 | Laundry & Cleaning Services | 27.66 | 0.00 | 27.66 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/10/2016 through 1/16/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|-----------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 1083743218 | Laundry & Cleaning Services | 50.40 | 0.00 | 50.40 | |
| | | | 1083743219 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083743220 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083745144 | Laundry & Cleaning Services | 18.15 | 0.00 | 18.15 | |
| | | | 1083745145 | Laundry & Cleaning Services | 6.30 | 0.00 | 6.30 | |
| | | | 1083745146 | Laundry & Cleaning Services | 41.40 | 0.00 | 41.40 | |
| | | | 1083745147 | Laundry & Cleaning Services | 10.28 | 0.00 | 10.28 | |
| | | | 1083745148 | Laundry & Cleaning Services | 59.81 | 0.00 | 59.81 | |
| | | | 1083745149 | Laundry & Cleaning Services | 67.50 | 0.00 | 67.50 | |
| | | | 1083745150 | Laundry & Cleaning Services | 169.86 | 0.00 | 169.86 | |
| | | | 1083745152 | Laundry & Cleaning Services | 281.30 | 0.00 | 281.30 | |
| | | | 1083745154 | Laundry & Cleaning Services | 158.91 | 0.00 | 158.91 | |
| | | | 1083745155 | Laundry & Cleaning Services | 18.10 | 0.00 | 18.10 | |
| | | | 1083745156 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083745162 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083745163 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083745164 | Laundry & Cleaning Services | 42.68 | 0.00 | 42.68 | |
| | | | 1083745165 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083745166 | Laundry & Cleaning Services | 7.92 | 0.00 | 7.92 | |
| | | | 1083745167 | Laundry & Cleaning Services | 13.52 | 0.00 | 13.52 | |
| | | | 1083745168 | Laundry & Cleaning Services | 43.61 | 0.00 | 43.61 | |
| | | | 1083745169 | Laundry & Cleaning Services | 20.76 | 0.00 | 20.76 | |
| | | | 1083745170 | Laundry & Cleaning Services | 19.40 | 0.00 | 19.40 | |
| | | | 1083745171 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083747120 | Laundry & Cleaning Services | 18.15 | 0.00 | 18.15 | |
| | | | 1083747121 | Laundry & Cleaning Services | 6.30 | 0.00 | 6.30 | |
| | | | 1083747122 | Laundry & Cleaning Services | 41.40 | 0.00 | 41.40 | |
| | | | 1083747123 | Laundry & Cleaning Services | 10.28 | 0.00 | 10.28 | |
| | | | 1083747124 | Laundry & Cleaning Services | 59.81 | 0.00 | 59.81 | |
| | | | 1083747125 | Laundry & Cleaning Services | 67.50 | 0.00 | 67.50 | |
| | | | 1083747126 | Laundry & Cleaning Services | 169.86 | 0.00 | 169.86 | |

List of All Claims and Bills Approved for Payment
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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|-----------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 1083747128 | Laundry & Cleaning Services | 281.30 | 0.00 | 281.30 | |
| | | | 1083747130 | Laundry & Cleaning Services | 158.91 | 0.00 | 158.91 | |
| | | | 1083747131 | Laundry & Cleaning Services | 18.10 | 0.00 | 18.10 | |
| | | | 1083747132 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083747138 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083747139 | Laundry & Cleaning Services | 51.64 | 0.00 | 51.64 | |
| | | | 1083747140 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083747141 | Laundry & Cleaning Services | 30.20 | 0.00 | 30.20 | |
| | | | 1083747142 | Laundry & Cleaning Services | 42.68 | 0.00 | 42.68 | |
| | | | 1083747143 | Laundry & Cleaning Services | 19.68 | 0.00 | 19.68 | |
| | | | 1083747144 | Laundry & Cleaning Services | 27.66 | 0.00 | 27.66 | |
| | | | 1083747145 | Laundry & Cleaning Services | 50.40 | 0.00 | 50.40 | |
| | | | 1083747146 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083747147 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083749068 | Laundry & Cleaning Services | 18.15 | 0.00 | 18.15 | |
| | | | 1083749069 | Laundry & Cleaning Services | 6.30 | 0.00 | 6.30 | |
| | | | 1083749070 | Laundry & Cleaning Services | 41.40 | 0.00 | 41.40 | |
| | | | 1083749071 | Laundry & Cleaning Services | 10.28 | 0.00 | 10.28 | |
| | | | 1083749072 | Laundry & Cleaning Services | 59.81 | 0.00 | 59.81 | |
| | | | 1083749073 | Laundry & Cleaning Services | 67.50 | 0.00 | 67.50 | |
| | | | 1083749074 | Laundry & Cleaning Services | 169.86 | 0.00 | 169.86 | |
| | | | 1083749076 | Laundry & Cleaning Services | 281.30 | 0.00 | 281.30 | |
| | | | 1083749078 | Laundry & Cleaning Services | 158.91 | 0.00 | 158.91 | |
| | | | 1083749079 | Laundry & Cleaning Services | 18.10 | 0.00 | 18.10 | |
| | | | 1083749080 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083749086 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083749087 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083749088 | Laundry & Cleaning Services | 42.68 | 0.00 | 42.68 | |
| | | | 1083749089 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083749090 | Laundry & Cleaning Services | 7.92 | 0.00 | 7.92 | |
| | | | 1083749091 | Laundry & Cleaning Services | 13.52 | 0.00 | 13.52 | |

List of All Claims and Bills Approved for Payment
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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|-----------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 1083749092 | Laundry & Cleaning Services | 43.79 | 0.00 | 43.79 | |
| | | | 1083749093 | Laundry & Cleaning Services | 20.76 | 0.00 | 20.76 | |
| | | | 1083749094 | Laundry & Cleaning Services | 19.40 | 0.00 | 19.40 | |
| | | | 1083749095 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083751034 | Laundry & Cleaning Services | 18.15 | 0.00 | 18.15 | |
| | | | 1083751035 | Laundry & Cleaning Services | 6.30 | 0.00 | 6.30 | |
| | | | 1083751036 | Laundry & Cleaning Services | 41.40 | 0.00 | 41.40 | |
| | | | 1083751037 | Laundry & Cleaning Services | 10.28 | 0.00 | 10.28 | |
| | | | 1083751038 | Laundry & Cleaning Services | 59.81 | 0.00 | 59.81 | |
| | | | 1083751039 | Laundry & Cleaning Services | 67.50 | 0.00 | 67.50 | |
| | | | 1083751040 | Laundry & Cleaning Services | 169.86 | 0.00 | 169.86 | |
| | | | 1083751042 | Laundry & Cleaning Services | 304.84 | 0.00 | 304.84 | |
| | | | 1083751044 | Laundry & Cleaning Services | 158.91 | 0.00 | 158.91 | |
| | | | 1083751045 | Laundry & Cleaning Services | 18.10 | 0.00 | 18.10 | |
| | | | 1083751046 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083751052 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083751053 | Laundry & Cleaning Services | 51.64 | 0.00 | 51.64 | |
| | | | 1083751054 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083751055 | Laundry & Cleaning Services | 30.20 | 0.00 | 30.20 | |
| | | | 1083751056 | Laundry & Cleaning Services | 42.68 | 0.00 | 42.68 | |
| | | | 1083751057 | Laundry & Cleaning Services | 19.68 | 0.00 | 19.68 | |
| | | | 1083751058 | Laundry & Cleaning Services | 27.66 | 0.00 | 27.66 | |
| | | | 1083751059 | Laundry & Cleaning Services | 50.40 | 0.00 | 50.40 | |
| | | | 1083751060 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083751061 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083752988 | Laundry & Cleaning Services | 18.15 | 0.00 | 18.15 | |
| | | | 1083752989 | Laundry & Cleaning Services | 6.30 | 0.00 | 6.30 | |
| | | | 1083752990 | Laundry & Cleaning Services | 41.40 | 0.00 | 41.40 | |
| | | | 1083752991 | Laundry & Cleaning Services | 10.28 | 0.00 | 10.28 | |
| | | | 1083752992 | Laundry & Cleaning Services | 59.81 | 0.00 | 59.81 | |
| | | | 1083752993 | Laundry & Cleaning Services | 67.50 | 0.00 | 67.50 | |

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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|-----------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 1083752994 | Laundry & Cleaning Services | 169.86 | 0.00 | 169.86 | |
| | | | 1083752996 | Laundry & Cleaning Services | 304.84 | 0.00 | 304.84 | |
| | | | 1083752998 | Laundry & Cleaning Services | 730.51 | 0.00 | 730.51 | |
| | | | 1083752999 | Laundry & Cleaning Services | 18.10 | 0.00 | 18.10 | |
| | | | 1083753000 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083753006 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083753007 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083753008 | Laundry & Cleaning Services | 42.68 | 0.00 | 42.68 | |
| | | | 1083753009 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083753010 | Laundry & Cleaning Services | 7.92 | 0.00 | 7.92 | |
| | | | 1083753011 | Laundry & Cleaning Services | 13.52 | 0.00 | 13.52 | |
| | | | 1083753012 | Laundry & Cleaning Services | 43.79 | 0.00 | 43.79 | |
| | | | 1083753013 | Laundry & Cleaning Services | 20.76 | 0.00 | 20.76 | |
| | | | 1083753014 | Laundry & Cleaning Services | 19.40 | 0.00 | 19.40 | |
| | | | 1083753015 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083754963 | Laundry & Cleaning Services | 18.15 | 0.00 | 18.15 | |
| | | | 1083754964 | Laundry & Cleaning Services | 6.30 | 0.00 | 6.30 | |
| | | | 1083754965 | Laundry & Cleaning Services | 41.40 | 0.00 | 41.40 | |
| | | | 1083754966 | Laundry & Cleaning Services | 9.38 | 0.00 | 9.38 | |
| | | | 1083754967 | Laundry & Cleaning Services | 59.81 | 0.00 | 59.81 | |
| | | | 1083754968 | Laundry & Cleaning Services | 67.50 | 0.00 | 67.50 | |
| | | | 1083754969 | Laundry & Cleaning Services | 169.86 | 0.00 | 169.86 | |
| | | | 1083754971 | Laundry & Cleaning Services | 317.49 | 0.00 | 317.49 | |
| | | | 1083754973 | Laundry & Cleaning Services | 133.61 | 0.00 | 133.61 | |
| | | | 1083754974 | Laundry & Cleaning Services | 18.10 | 0.00 | 18.10 | |
| | | | 1083754975 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083754981 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083754982 | Laundry & Cleaning Services | 51.64 | 0.00 | 51.64 | |
| | | | 1083754983 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083754984 | Laundry & Cleaning Services | 30.20 | 0.00 | 30.20 | |
| | | | 1083754985 | Laundry & Cleaning Services | 42.68 | 0.00 | 42.68 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/10/2016 through 1/16/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|---|--------------------|--|-----------------------|-----------------------|--------------------|-----------------------|
| | | | 1083754986 | Laundry & Cleaning Services | 19.68 | 0.00 | 19.68 | |
| | | | 1083754987 | Laundry & Cleaning Services | 27.66 | 0.00 | 27.66 | |
| | | | 1083754988 | Laundry & Cleaning Services | 50.40 | 0.00 | 50.40 | |
| | | | 1083754989 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 1083754990 | Laundry & Cleaning Services | 15.46 | 0.00 | 15.46 | |
| | | | 906718-RE | Laundry & Cleaning Services | -21.15 | 0.00 | -21.15 | |
| 100276594 | 1/14/16 | JESSICA JACZYNSKI | CLAIM#1516-026 | Liability Claims Paid | 464.91 | 0.00 | 464.91 | \$464.91 |
| 100276595 | 1/14/16 | RESERVE ACCOUNT | 11927647-0116 | Inventory Purchase | 20,000.00 | 0.00 | 20,000.00 | \$20,000.00 |
| 100276596 | 1/14/16 | SACRAMENTO REGIONAL PUBLIC SAFETY | 030716-031116 | Training and Conferences | 186.00 | 0.00 | 186.00 | \$186.00 |
| 100276597 | 1/14/16 | SANTA ROSA JR COLLEGE | 031416-032516 | Training and Conferences | 126.00 | 0.00 | 126.00 | \$126.00 |
| 100276598 | 1/14/16 | ARATI BORKAR | 137953-27188 | Refund Utility Account Credit | 1,728.73 | 0.00 | 1,728.73 | \$1,728.73 |
| 100276599 | 1/14/16 | BARBARA HOLDEN | CK#0021306961 | Fire Inspection Fees - Apartment Buildings | 405.00 | 0.00 | 405.00 | \$405.00 |
| 100276600 | 1/14/16 | CHRISTOPHER KNOLL | 177367-4944 | Refund Utility Account Credit | 113.60 | 0.00 | 113.60 | \$113.60 |
| 100276601 | 1/14/16 | DALY DILBECK PROPERTY MANAGEMENT | 180663-34604 | Refund Utility Account Credit | 261.73 | 0.00 | 261.73 | \$261.73 |
| 400000506 | 1/13/16 | CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM | 14674790 | Insurances - Medical | 1,197,761.78 | 0.00 | 1,197,761.78 | \$1,597,889.72 |
| | | | 14674790 | Insurances - Retiree Medical - PERS | 400,127.94 | 0.00 | 400,127.94 | |
| 950002456 | 1/12/16 | PUBLIC EMPLOYEES RETIREMENT SYSTEM | 950002456 | Retirement Benefits - Deferred Comp - City Portion | 1,238.25 | 0.00 | 1,238.25 | \$1,156,735.22 |
| | | | 950002456 | Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont. | 452,564.33 | 0.00 | 452,564.33 | |
| | | | 950002456 | Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont. | 70,786.82 | 0.00 | 70,786.82 | |
| | | | 950002456 | Retirement Benefits - Misc PEPRA Employer Required Cont. | 77,208.09 | 0.00 | 77,208.09 | |
| | | | 950002456 | Retirement Benefits - Safety Tier 1&2 Employer Required Cont. | 434,923.48 | 0.00 | 434,923.48 | |
| | | | 950002456 | Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont | 97,020.03 | 0.00 | 97,020.03 | |
| | | | 950002456 | Retirement Benefits - Safety PEPRA Employer Required Cont. | 22,994.22 | 0.00 | 22,994.22 | |

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|-----------------------------------|-------------------------|-------------------------------------|--------------------|--------------------------------|-----------------------|-----------------------|--------------------|------------------------------|
| 950900994 | 1/12/16 | ACCLAMATION INSURANCE MANAGEMENT | 2015-1231 | Workers' Compensation - Claims | 70,873.40 | 0.00 | 70,873.40 | \$70,873.40 |
| Grand Total Payment Amount | | | | | | | | <u>\$3,787,601.68</u> |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/17/2016 through 1/23/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|---|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 100276602 | 1/19/16 | 4LEAF INC | J1963E | Miscellaneous Services | 16,203.50 | 0.00 | 16,203.50 | \$16,203.50 |
| 100276603 | 1/19/16 | AAA SPEEDY SMOG TEST ONLY STATION | 020792 | Auto Maint & Repair - Labor | 40.00 | 0.00 | 40.00 | \$80.00 |
| | | | 020839 | Auto Maint & Repair - Labor | 40.00 | 0.00 | 40.00 | |
| 100276604 | 1/19/16 | ACME BOILER & WATER HEATING CO | 00631 | Facilities Maint & Repair - Labor | 362.50 | 0.00 | 362.50 | \$1,232.50 |
| | | | 00632 | Facilities Maint & Repair - Labor | 290.00 | 0.00 | 290.00 | |
| | | | 00633 | Facilities Maint & Repair - Labor | 290.00 | 0.00 | 290.00 | |
| | | | 00680 | Facilities Maint & Repair - Labor | 290.00 | 0.00 | 290.00 | |
| 100276605 | 1/19/16 | ADVANCED CHEMICAL TRANSPORT INC | 91410 | HazMat Disposal - Hazardous Waste Disposal | 2,520.30 | 0.00 | 2,520.30 | \$2,520.30 |
| 100276606 | 1/19/16 | ADVANCED FUEL SERVICES INC | 903404 | Auto Maint & Repair - Labor | 168.75 | 0.00 | 168.75 | \$205.30 |
| | | | 903404 | Auto Maint & Repair - Materials | 36.55 | 0.00 | 36.55 | |
| 100276607 | 1/19/16 | AIR COOLED ENGINES INC | 77387 | Parts, Vehicles & Motor Equip | 53.98 | 0.00 | 53.98 | \$53.98 |
| 100276608 | 1/19/16 | ALL STAR GLASS | ISJ039466 | Auto Maint & Repair - Labor | 150.00 | 0.00 | 150.00 | \$567.68 |
| | | | ISJ039466 | Auto Maint & Repair - Materials | 27.18 | 0.00 | 27.18 | |
| | | | ISJ039494 | Auto Maint & Repair - Labor | 180.00 | 0.00 | 180.00 | |
| | | | ISJ039494 | Auto Maint & Repair - Materials | 210.50 | 0.00 | 210.50 | |
| 100276609 | 1/19/16 | ALPINE AWARDS INC | 293691 | Clothing, Uniforms & Access | 8,080.13 | 0.00 | 8,080.13 | \$8,080.13 |
| 100276610 | 1/19/16 | ALTEC INDUSTRIES INC | 10483899 | Parts, Vehicles & Motor Equip | 111.62 | 0.00 | 111.62 | \$111.62 |
| 100276611 | 1/19/16 | ANDREAJERIS.COM LLC | R-1283 | Graphics Services | 1,000.00 | 0.00 | 1,000.00 | \$1,000.00 |
| 100276612 | 1/19/16 | ARNE SIGN & DECAL CO INC | 14-8875 | Parts, Vehicles & Motor Equip | 665.55 | 0.00 | 665.55 | \$665.55 |
| 100276613 | 1/19/16 | ASSOCIATED INFRASTRUCTURE MGMT SERVICES | 2015-028 | Consultants | 6,397.49 | 0.00 | 6,397.49 | \$6,397.49 |
| 100276614 | 1/19/16 | ATCO INTERNATIONAL | I0450313 | Chemicals | 4,926.00 | 0.00 | 4,926.00 | \$4,926.00 |
| 100276616 | 1/19/16 | B & A FRICTION MATERIALS INC | 549923 | Parts, Vehicles & Motor Equip | 72.56 | 0.00 | 72.56 | \$72.56 |
| 100276617 | 1/19/16 | BKF ENGINEERS | 15120241 | Consultants | 453.00 | 0.00 | 453.00 | \$453.00 |
| 100276618 | 1/19/16 | BADGER METER INC | 1073628 | Inventory Purchase | 5,646.72 | 0.00 | 5,646.72 | \$5,646.72 |
| 100276619 | 1/19/16 | BASCOM TRIM & UPHOLSTERY | 168099 | Auto Maint & Repair - Labor | 777.50 | 0.00 | 777.50 | \$975.00 |
| | | | 168099 | Auto Maint & Repair - Materials | 197.50 | 0.00 | 197.50 | |
| 100276620 | 1/19/16 | BAY PRO LANDSCAPE SERVICES INC | M3685 | Services Maintain Land Improv | 711.00 | 0.00 | 711.00 | \$711.00 |
| 100276621 | 1/19/16 | BIBLIOTHECA ITG LLC | SI0011158-US | Computer Hardware | 1,952.06 | 0.00 | 1,952.06 | \$1,952.06 |

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|--------------------|---------------------|--|--------------------|----------------------------------|-----------------------|-----------------------|--------------------|----------------------|
| 100276622 | 1/19/16 | BOUND TREE MEDICAL LLC | 81973020 | Supplies, First Aid | 1,927.18 | 0.00 | 1,927.18 | \$1,927.18 |
| 100276623 | 1/19/16 | CSG CONSULTANTS INC | 031537 | Consultants | 64.00 | 0.00 | 64.00 | \$64.00 |
| 100276624 | 1/19/16 | CALIFORNIA COOKING INC | 10377 | Miscellaneous Services | 150.08 | 0.00 | 150.08 | \$366.49 |
| | | | 10378 | Equipment Rental/Lease | 216.41 | 0.00 | 216.41 | |
| 100276625 | 1/19/16 | CENTRAL LABOR COUNCIL PARTNERSHIP | NOV2015 | DED Services/Training - Training | 500.00 | 0.00 | 500.00 | \$75,654.62 |
| | | | NOV2015 | Contracts/Service Agreements | 75,154.62 | 0.00 | 75,154.62 | |
| 100276626 | 1/19/16 | CENTURY GRAPHICS | 43367 | Clothing, Uniforms & Access | 193.25 | 0.00 | 193.25 | \$1,197.15 |
| | | | 43367 | General Supplies | 193.25 | 0.00 | 193.25 | |
| | | | 43528 | Clothing, Uniforms & Access | 166.65 | 0.00 | 166.65 | |
| | | | 43528 | General Supplies | 166.65 | 0.00 | 166.65 | |
| | | | 43550 | Clothing, Uniforms & Access | 212.57 | 0.00 | 212.57 | |
| | | | 43550 | General Supplies | 212.58 | 0.00 | 212.58 | |
| | | | 43566 | Clothing, Uniforms & Access | 52.20 | 0.00 | 52.20 | |
| 100276627 | 1/19/16 | COAST COUNTIES PETERBILT | 0117389P | Parts, Vehicles & Motor Equip | 7.42 | 0.00 | 7.42 | \$7.42 |
| 100276628 | 1/19/16 | CONTRACTOR COMPLIANCE & MONITORING INC | 6569 | Consultants | 2,000.00 | 0.00 | 2,000.00 | \$3,378.50 |
| | | | 6622 | Professional Services | 1,378.50 | 0.00 | 1,378.50 | |
| 100276629 | 1/19/16 | CORIX WATER PRODUCTS (US) INC | 17613000249 | Inventory Purchase | 2,690.64 | 24.74 | 2,665.90 | \$2,665.90 |
| 100276630 | 1/19/16 | COUNTY OF SANTA CLARA OFC OF THE SHERIFF | 1800050333 | Contracts/Service Agreements | 4,267.02 | 0.00 | 4,267.02 | \$4,267.02 |
| 100276631 | 1/19/16 | D & M TRAFFIC SERVICES INC | 45987 | Inventory Purchase | 1,402.88 | 0.00 | 1,402.88 | \$1,402.88 |
| 100276632 | 1/19/16 | DCSE INC | 5176-1 | Professional Services | 10,040.00 | 0.00 | 10,040.00 | \$10,040.00 |
| 100276633 | 1/19/16 | DEPARTMENT OF JUSTICE | 139922 | Contracts/Service Agreements | 840.00 | 0.00 | 840.00 | \$840.00 |
| 100276634 | 1/19/16 | DOUGHERTY + DOUGHERTY ARCHITECTS LLP | 2149605 | Consultants | 54,482.50 | 0.00 | 54,482.50 | \$124,901.00 |
| | | | 2149606 | Consultants | 15,188.00 | 0.00 | 15,188.00 | |
| | | | 2149607 | Consultants | 47,408.50 | 0.00 | 47,408.50 | |
| | | | 2149608 | Consultants | 7,822.00 | 0.00 | 7,822.00 | |
| 100276635 | 1/19/16 | DUKES ROOT CONTROL INC | 11643 | Construction Services | 6,684.94 | 0.00 | 6,684.94 | \$6,684.94 |
| 100276636 | 1/19/16 | EMPIRE SAFETY & SUPPLY | 0077662-IN | Inventory Purchase | 649.89 | 0.00 | 649.89 | \$649.89 |
| 100276637 | 1/19/16 | EVANCED | 5764761 | Software Licensing & Support | 902.00 | 0.00 | 902.00 | \$902.00 |
| 100276638 | 1/19/16 | FAMCON PIPE & SUPPLY INC | 176124 | Materials - Land Improve | 1,824.90 | 0.00 | 1,824.90 | \$1,824.90 |
| 100276639 | 1/19/16 | FEDERAL EXPRESS CORP | 5-260-74594 | Mailing & Delivery Services | 43.00 | 0.00 | 43.00 | \$43.00 |

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| 100276641 | 1/19/16 | FERGUSON ENTERPRISES INC | 1131398 | Miscellaneous Equipment Parts & Supplies | 4,737.10 | 0.00 | 4,737.10 | \$4,289.51 |
| | | | CM095785 | Inventory Purchase | -447.59 | 0.00 | -447.59 | |
| 100276642 | 1/19/16 | FERRARA FIRE APPARATUS INC | INV00000W7479 | Parts, Vehicles & Motor Equip | 170.30 | 0.00 | 170.30 | \$2,021.26 |
| | | | 9 | | | | | |
| | | | INV00000W7500 | Parts, Vehicles & Motor Equip | 805.79 | 0.00 | 805.79 | |
| | | | 7 | | | | | |
| | | | INV00000W7500 | Parts, Vehicles & Motor Equip | 1,045.17 | 0.00 | 1,045.17 | |
| | | | 8 | | | | | |
| 100276643 | 1/19/16 | FITGUARD INC | 0000107953 | Misc Equip Maint & Repair - Labor | 125.00 | 0.00 | 125.00 | \$1,546.56 |
| | | | 0000107953 | Misc Equip Maint & Repair - Materials | 81.56 | 0.00 | 81.56 | |
| | | | 0000108784 | Facilities Maint & Repair - Labor | 1,340.00 | 0.00 | 1,340.00 | |
| 100276644 | 1/19/16 | FOSTER BROS SECURITY SYSTEMS INC | 275725 | Bldg Maint Matls & Supplies | 78.00 | 0.00 | 78.00 | \$78.00 |
| 100276645 | 1/19/16 | FRANCISCO & ASSOC INC | 2582 | Engineering Services | 2,677.50 | 0.00 | 2,677.50 | \$2,677.50 |
| 100276646 | 1/19/16 | GALE ASSOC INC | 1511397 | Consultants | 1,150.00 | 0.00 | 1,150.00 | \$1,150.00 |
| 100276647 | 1/19/16 | GARDENLAND POWER EQUIPMENT | 341485 | Parts, Vehicles & Motor Equip | 1,091.08 | 0.00 | 1,091.08 | \$1,091.08 |
| 100276648 | 1/19/16 | GLOBAL ACCESS INC | 14301 | Software As a Service | 236.00 | 0.00 | 236.00 | \$236.00 |
| 100276649 | 1/19/16 | GOODYEAR COMMERCIAL TIRE & SERVICE CTR | 189-1089925 | Auto Maint & Repair - Labor | 350.00 | 0.00 | 350.00 | \$4,406.83 |
| | | | 189-1089925 | Auto Maint & Repair - Materials | 3,505.25 | 0.00 | 3,505.25 | |
| | | | 189-1089967 | Inventory Purchase | 551.58 | 0.00 | 551.58 | |
| 100276650 | 1/19/16 | GRANITE CONSTRUCTION CO | 922962 | Materials - Land Improve | 462.84 | 0.00 | 462.84 | \$832.81 |
| | | | 923108 | Materials - Land Improve | 369.97 | 0.00 | 369.97 | |
| 100276651 | 1/19/16 | GRANITEROCK CO | 929824 | Materials - Land Improve | 1,790.58 | 0.00 | 1,790.58 | \$1,790.58 |
| 100276652 | 1/19/16 | GREENESPORT ASSN | COL010416VB | Rec Instructors/Officials | 670.00 | 0.00 | 670.00 | \$1,250.00 |
| | | | SUN010416VB | Rec Instructors/Officials | 580.00 | 0.00 | 580.00 | |
| 100276653 | 1/19/16 | HACH CO INC | 9605717 | General Supplies | 56.72 | 0.00 | 56.72 | \$207.40 |
| | | | 9703961 | Chemicals | 150.68 | 0.00 | 150.68 | |
| 100276655 | 1/19/16 | HYDROSCIENCE ENGINEERS INC | 262015012 | Engineering Services | 49,820.19 | 0.00 | 49,820.19 | \$62,441.52 |
| | | | 262015013 | Engineering Services | 12,621.33 | 0.00 | 12,621.33 | |
| 100276656 | 1/19/16 | JACOBSEN WEST | 90045700 | Parts, Vehicles & Motor Equip | 74.98 | 0.00 | 74.98 | \$77.98 |
| | | | 90046799 | Parts, Vehicles & Motor Equip | 77.98 | 0.00 | 77.98 | |
| | | | 90048158 | Parts, Vehicles & Motor Equip | -74.98 | 0.00 | -74.98 | |
| 100276657 | 1/19/16 | JAVELCO EQUIPMENT SERVICE INC | 50162 | Parts, Vehicles & Motor Equip | 30.21 | 0.00 | 30.21 | \$30.21 |

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| 100276658 | 1/19/16 | JEFFERSON UNION HIGH SCHOOL DISTRICT | NOV2015 | Contracts/Service Agreements | 18,948.02 | 0.00 | 18,948.02 | \$18,948.02 |
| 100276659 | 1/19/16 | JONES & MAYER | 75536 | Legal Services | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276661 | 1/19/16 | KOHLWEISS AUTO PARTS INC | 01OP8166 | Parts, Vehicles & Motor Equip | 8.91 | 0.00 | 8.91 | \$8.91 |
| 100276662 | 1/19/16 | LED TRAIL | 18695 | Bldg Maint Matls & Supplies | 651.85 | 0.00 | 651.85 | \$871.75 |
| | | | 18696 | Bldg Maint Matls & Supplies | 219.90 | 0.00 | 219.90 | |
| 100276663 | 1/19/16 | LAURA SHARPLESS | RAIN BARRELS | Miscellaneous Equipment Parts & Supplies | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276664 | 1/19/16 | LEHR AUTO ELECTRIC | 01 119203 | Parts, Vehicles & Motor Equip | 455.99 | 0.00 | 455.99 | \$876.07 |
| | | | 01 119714 | Supplies, Safety | 420.08 | 0.00 | 420.08 | |
| 100276665 | 1/19/16 | MSI FUEL MANAGEMENT INC | 3893 | Parts, Vehicles & Motor Equip | 1,395.42 | 0.00 | 1,395.42 | \$1,395.42 |
| 100276666 | 1/19/16 | MICHAEL BAKER INTERNATIONAL | 45109 | Professional Services | 4,888.75 | 0.00 | 4,888.75 | \$4,888.75 |
| 100276667 | 1/19/16 | MICHAEL LEE | RAIN BARRELS | Miscellaneous Equipment Parts & Supplies | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276668 | 1/19/16 | MIDWEST TAPE | 93572325 | Library Acquis, Audio/Visual | 163.08 | 0.00 | 163.08 | \$995.50 |
| | | | 93572326 | Library Acquis, Audio/Visual | 48.91 | 0.00 | 48.91 | |
| | | | 93573452 | Library Acquis, Audio/Visual | 150.80 | 0.00 | 150.80 | |
| | | | 93573580 | Library Acquis, Audio/Visual | 632.71 | 0.00 | 632.71 | |
| 100276669 | 1/19/16 | MISSION VALLEY FORD TRUCK SALES INC | 694472 | Parts, Vehicles & Motor Equip | 277.05 | 0.00 | 277.05 | \$477.48 |
| | | | 695027 | Miscellaneous Equipment Parts & Supplies | 10.53 | 0.00 | 10.53 | |
| | | | 695370 | Parts, Vehicles & Motor Equip | 189.90 | 0.00 | 189.90 | |
| 100276670 | 1/19/16 | MOUNTAIN VIEW LOS ALTOS ADULT SCHOOL | 010516D | DED Services/Training - Training | 39.00 | 0.00 | 39.00 | \$39.00 |
| 100276671 | 1/19/16 | NAPA AUTO PARTS | 217349 | Parts, Vehicles & Motor Equip | 9.47 | 0.00 | 9.47 | \$274.65 |
| | | | 218248 | Parts, Vehicles & Motor Equip | 265.18 | 0.00 | 265.18 | |
| 100276672 | 1/19/16 | OCCUPATIONAL TRAINING INSTITUTE | WIA-1277 | DED Services/Training - Training | 1,032.30 | 0.00 | 1,032.30 | \$8,358.40 |
| | | | WIA-1278 | DED Services/Training - Training | 942.52 | 0.00 | 942.52 | |
| | | | WIA-1279 | DED Services/Training - Training | 1,079.32 | 0.00 | 1,079.32 | |
| | | | WIA-1280 | DED Services/Training - Training | 639.32 | 0.00 | 639.32 | |
| | | | WIA-1281 | DED Services/Training - Training | 1,574.83 | 0.00 | 1,574.83 | |
| | | | WIA-1282 | DED Services/Training - Training | 667.95 | 0.00 | 667.95 | |
| | | | WIA-1283 | DED Services/Training - Training | 1,129.52 | 0.00 | 1,129.52 | |
| | | | WIA-1284 | DED Services/Training - Training | 1,018.68 | 0.00 | 1,018.68 | |
| | | | WIA-1286 | DED Services/Training - Training | 273.96 | 0.00 | 273.96 | |

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| 100276673 | 1/19/16 | OMEGA ENGRAVING | 258555 | Supplies, Office 1 | 12.50 | 0.00 | 12.50 | \$22.50 |
| | | | 258556 | Supplies, Office 1 | 10.00 | 0.00 | 10.00 | |
| 100276674 | 1/19/16 | ON ASSIGNMENT LAB SUPPORT | LAB550141631 | Salaries - Contract Personnel | 1,800.00 | 0.00 | 1,800.00 | \$5,062.50 |
| | | | LAB550141879 | Salaries - Contract Personnel | 652.50 | 0.00 | 652.50 | |
| | | | LAB550146202 | Salaries - Contract Personnel | 1,020.00 | 0.00 | 1,020.00 | |
| | | | LAB550148295 | Salaries - Contract Personnel | 720.00 | 0.00 | 720.00 | |
| | | | LAB550148296 | Salaries - Contract Personnel | 870.00 | 0.00 | 870.00 | |
| 100276675 | 1/19/16 | ORLANDI TRAILER INC | 148408 | Parts, Vehicles & Motor Equip | 36.32 | 0.00 | 36.32 | \$36.32 |
| 100276676 | 1/19/16 | P&R PAPER SUPPLY CO INC | 30063928-00 | Inventory Purchase | 268.83 | 0.00 | 268.83 | \$268.83 |
| 100276677 | 1/19/16 | PMC | 44688 | Professional Services | 3,363.00 | 0.00 | 3,363.00 | \$6,968.51 |
| | | | 45156 | Professional Services | 1,222.50 | 0.00 | 1,222.50 | |
| | | | 45258 | Professional Services | 2,383.01 | 0.00 | 2,383.01 | |
| 100276678 | 1/19/16 | PACIFIC WEST SECURITY INC | 1007530 | Alarm Services | 90.00 | 0.00 | 90.00 | \$90.00 |
| 100276679 | 1/19/16 | PAUL KWOK | RAIN BARREL | Miscellaneous Equipment Parts & Supplies | 50.00 | 0.00 | 50.00 | \$50.00 |
| 100276680 | 1/19/16 | PEARSON BUICK GMC | 269793 | Parts, Vehicles & Motor Equip | 52.25 | 0.00 | 52.25 | \$74.95 |
| | | | 269920 | Supplies, Safety | 22.70 | 0.00 | 22.70 | |
| 100276681 | 1/19/16 | PENINSULA BATTERY INC | 114912 | Inventory Purchase | 393.13 | 0.00 | 393.13 | \$393.13 |
| 100276682 | 1/19/16 | PETERSON TRUCKS | 424042P | Parts, Vehicles & Motor Equip | 44.03 | 0.00 | 44.03 | \$44.03 |
| 100276683 | 1/19/16 | QUALITY ALARM SERVICE | 127015 | Alarm Services | 490.00 | 0.00 | 490.00 | \$490.00 |
| 100276684 | 1/19/16 | R E P NUT N BOLT GUY | 27092/2 | Inventory Purchase | 28.55 | 0.00 | 28.55 | \$28.55 |
| 100276685 | 1/19/16 | RANKIN STOCK HEABERLIN | 33238 | Legal Services | 332.50 | 0.00 | 332.50 | \$332.50 |
| 100276686 | 1/19/16 | REED & GRAHAM INC | 852649 | Materials - Land Improve | 95.00 | 0.00 | 95.00 | \$95.00 |
| 100276687 | 1/19/16 | REFRIGERATION SUPPLIES DISTRIBUTOR | 82030785-00 | Bldg Maint Matls & Supplies | 423.15 | 0.00 | 423.15 | \$423.15 |
| 100276688 | 1/19/16 | ROBERT HALF TECHNOLOGY | 44784437 | Contracts/Service Agreements | 2,996.64 | 0.00 | 2,996.64 | \$7,991.04 |
| | | | 44832742 | Contracts/Service Agreements | 4,994.40 | 0.00 | 4,994.40 | |
| 100276689 | 1/19/16 | SAFETY KLEEN SYSTEMS INC | 68891067 | Auto Maint & Repair - Labor | 1,097.02 | 0.00 | 1,097.02 | \$1,097.02 |
| 100276690 | 1/19/16 | SAFEWAY INC | 437063-010516 | Food Products | 3.99 | 0.00 | 3.99 | \$93.99 |
| | | | 723169-011216 | Food Products | 45.00 | 0.00 | 45.00 | |
| | | | 801682-010816 | Food Products | 45.00 | 0.00 | 45.00 | |
| 100276691 | 1/19/16 | SANTA CLARA ADULT EDUCATION | 13318 | DED Services/Training - Training | 375.00 | 0.00 | 375.00 | \$375.00 |

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| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 100276692 | 1/19/16 | SANTA CLARA VALLEY HEALTH & HOSPITAL SYS | H5619687903 | Medical Services | 1,773.00 | 0.00 | 1,773.00 | \$1,773.00 |
| 100276693 | 1/19/16 | SECURITY CONTRACTOR SERVICES INC | 490799A-IN | Bldg Maint Matls & Supplies | 14.94 | 0.00 | 14.94 | \$41.85 |
| | | | 490800A-IN | Bldg Maint Matls & Supplies | 26.91 | 0.00 | 26.91 | |
| 100276694 | 1/19/16 | SIERRA CHEMICAL CO | SLS10029185 | Chemicals | 4,230.04 | 0.00 | 4,230.04 | \$7,755.07 |
| | | | SLS10029361 | Chemicals | 3,525.03 | 0.00 | 3,525.03 | |
| 100276695 | 1/19/16 | SILICON VALLEY AUTOBODY INC | 195941 | Auto Maint & Repair - Labor | 1,296.00 | 0.00 | 1,296.00 | \$2,124.65 |
| | | | 195941 | Auto Maint & Repair - Materials | 828.65 | 0.00 | 828.65 | |
| 100276696 | 1/19/16 | SMART & FINAL INC | 145433-011116 | General Supplies | 45.64 | 0.00 | 45.64 | \$45.64 |
| 100276697 | 1/19/16 | SOPHIA SASAKI | RAIN BARRELS | Miscellaneous Equipment Parts & Supplies | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276698 | 1/19/16 | SPARTAN TOOL LLC | 507305 | Inventory Purchase | 890.63 | 0.00 | 890.63 | \$890.63 |
| 100276699 | 1/19/16 | STATE BOARD OF EQUALIZATION | 2015 FUEL TAX | Taxes & Licenses - Misc | 212.08 | 0.00 | 212.08 | \$212.08 |
| 100276700 | 1/19/16 | STEVENS CREEK CHRYSLER JEEP DODGE | 329069 | Parts, Vehicles & Motor Equip | 102.68 | 0.00 | 102.68 | \$222.59 |
| | | | 329189 | Parts, Vehicles & Motor Equip | 119.91 | 0.00 | 119.91 | |
| 100276701 | 1/19/16 | SUNNYVALE BUILDING MAINTENANCE | 98501 | Professional Services | 1,120.00 | 0.00 | 1,120.00 | \$1,265.00 |
| | | | 98502 | Professional Services | 145.00 | 0.00 | 145.00 | |
| 100276702 | 1/19/16 | SUNNYVALE FORD | 459266 | Parts, Vehicles & Motor Equip | 52.20 | 0.00 | 52.20 | \$1,863.77 |
| | | | 459835 | Parts, Vehicles & Motor Equip | 1,862.60 | 0.00 | 1,862.60 | |
| | | | 459895 | Parts, Vehicles & Motor Equip | 106.24 | 0.00 | 106.24 | |
| | | | 459899 | Parts, Vehicles & Motor Equip | 114.61 | 0.00 | 114.61 | |
| | | | CM459835 | Parts, Vehicles & Motor Equip | -271.88 | 0.00 | -271.88 | |
| 100276703 | 1/19/16 | SUNNYVALE TOWING INC | 294995 | Vehicle Towing Services | 35.00 | 0.00 | 35.00 | \$385.00 |
| | | | 296053 | Vehicle Towing Services | 35.00 | 0.00 | 35.00 | |
| | | | 296364 | Vehicle Towing Services | 65.00 | 0.00 | 65.00 | |
| | | | 297866 | Vehicle Towing Services | 250.00 | 0.00 | 250.00 | |
| 100276704 | 1/19/16 | SYNAGRO-WWT INC | 03-102301 | Miscellaneous Services | 13,777.04 | 0.00 | 13,777.04 | \$13,777.04 |
| 100276705 | 1/19/16 | TARGET SPECIALTY PRODUCTS INC | PI0365379 | Materials - Land Improve | 478.39 | 0.00 | 478.39 | \$478.39 |
| 100276706 | 1/19/16 | THOMSON REUTERS WEST | 833304343 | Books & Publications | 1,868.35 | 0.00 | 1,868.35 | \$1,868.35 |
| 100276707 | 1/19/16 | US SECURITY ASSOC INC | 1043209 | Services Maintain Land Improv | 200.00 | 0.00 | 200.00 | \$1,300.00 |
| | | | 1043254 | Services Maintain Land Improv | 450.00 | 0.00 | 450.00 | |
| | | | 1081336 | Services Maintain Land Improv | 200.00 | 0.00 | 200.00 | |

List of All Claims and Bills Approved for Payment
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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--|--------------------|-------------------------------|-----------------------|-----------------------|--------------------|----------------------|
| 100276708 | 1/19/16 | USA BLUEBOOK | 1081384 | Services Maintain Land Improv | 450.00 | 0.00 | 450.00 | |
| | | | 827215 | General Supplies | 773.26 | 0.00 | 773.26 | \$3,317.95 |
| | | | 828321 | General Supplies | 81.12 | 0.00 | 81.12 | |
| | | | 828329 | General Supplies | 2,463.57 | 0.00 | 2,463.57 | |
| 100276709 | 1/19/16 | UNIQUE MANAGEMENT SERVICES INC | 418403 | Financial Services | 313.25 | 0.00 | 313.25 | \$313.25 |
| 100276710 | 1/19/16 | UNITED SITE SERVICES INC | 114-3596963 | Equipment Rental/Lease | 199.78 | 0.00 | 199.78 | \$199.78 |
| 100276711 | 1/19/16 | UNIVAR USA INC | SJ724444 | Chemicals | 4,011.69 | 0.00 | 4,011.69 | \$4,011.69 |
| 100276712 | 1/19/16 | VALLEY OIL CO | 32043 | Fuel, Oil & Lubricants | 267.37 | 0.00 | 267.37 | \$267.37 |
| 100276713 | 1/19/16 | VERIZON WIRELESS | 9000025376 | Communication Equipment | 42.88 | 0.00 | 42.88 | \$42.88 |
| 100276714 | 1/19/16 | VIASYN | 25638 | Utilities - Electric | 2,750.00 | 0.00 | 2,750.00 | \$2,750.00 |
| 100276715 | 1/19/16 | E-BUILDER INC | 19609 | General Supplies | 46,825.00 | 0.00 | 46,825.00 | \$46,825.00 |
| 100276716 | 1/19/16 | KIRBY CANYON RECYCLING & DISPOSAL FAC | DEC2015 | Landfill Fees to be Allocated | 805,834.59 | 0.00 | 805,834.59 | \$805,834.59 |
| 100276717 | 1/19/16 | OFFICEMAX CONTRACT INC | 30707212302015 | Supplies, Office 1 | 4.37 | 0.00 | 4.37 | \$6,700.09 |
| | | | 39661412162015 | Supplies, Office 1 | 81.41 | 0.00 | 81.41 | |
| | | | 48724012232015 | Supplies, Office 1 | 463.01 | 0.00 | 463.01 | |
| | | | 50576812282015 | Supplies, Office 1 | 30.90 | 0.00 | 30.90 | |
| | | | 57756012162015 | Supplies, Office 1 | 374.10 | 0.00 | 374.10 | |
| | | | 57786512152015 | Supplies, Office 1 | 27.24 | 0.00 | 27.24 | |
| | | | 58819512152015 | Supplies, Office 1 | 13.37 | 0.00 | 13.37 | |
| | | | 58819612152015 | Supplies, Office 1 | 9.02 | 0.00 | 9.02 | |
| | | | 59750112152015 | Supplies, Office 1 | 9.02 | 0.00 | 9.02 | |
| | | | 60696012242015 | Supplies, Office 1 | 0.80 | 0.00 | 0.80 | |
| | | | 61075612152015 | Supplies, Office 1 | 261.26 | 0.00 | 261.26 | |
| | | | 61670912162015 | Supplies, Office 1 | 139.11 | 0.00 | 139.11 | |
| | | | 61699312222015 | Supplies, Office 1 | -60.50 | 0.00 | -60.50 | |
| | | | 61892812162015 | Supplies, Office 1 | 21.32 | 0.00 | 21.32 | |
| | | | 61893312152015 | Supplies, Office 1 | 60.64 | 0.00 | 60.64 | |
| | | | 61915112162015 | Supplies, Office 1 | 238.05 | 0.00 | 238.05 | |
| | | | 61929812152015 | Supplies, Office 1 | 8.43 | 0.00 | 8.43 | |
| | | | 62513312152015 | Supplies, Office 1 | 66.29 | 0.00 | 66.29 | |

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| | | | 62568812152015 | Supplies, Office 1 | 315.76 | 0.00 | 315.76 | |
| | | | 62571812152015 | Supplies, Office 1 | 59.16 | 0.00 | 59.16 | |
| | | | 62651712292015 | Supplies, Office 1 | 16.32 | 0.00 | 16.32 | |
| | | | 62653912182015 | Supplies, Office 1 | 9.02 | 0.00 | 9.02 | |
| | | | 62676012152015 | Supplies, Office 1 | 58.83 | 0.00 | 58.83 | |
| | | | 62764112152015 | Supplies, Office 1 | 73.42 | 0.00 | 73.42 | |
| | | | 62868912182015 | Supplies, Office 1 | 34.89 | 0.00 | 34.89 | |
| | | | 62907712162015 | Supplies, Office 1 | 236.37 | 0.00 | 236.37 | |
| | | | 63321012162015 | Supplies, Office 1 | 13.37 | 0.00 | 13.37 | |
| | | | 63364012182015 | Supplies, Office 1 | 136.21 | 0.00 | 136.21 | |
| | | | 63517812162015 | Supplies, Office 1 | 7.88 | 0.00 | 7.88 | |
| | | | 63539912172015 | Supplies, Office 1 | -65.23 | 0.00 | -65.23 | |
| | | | 63845112162015 | Supplies, Office 1 | 61.67 | 0.00 | 61.67 | |
| | | | 63976912182015 | Supplies, Office 1 | -172.85 | 0.00 | -172.85 | |
| | | | 64605512172015 | Supplies, Office 1 | 18.45 | 0.00 | 18.45 | |
| | | | 64896912172015 | Supplies, Office 1 | 42.29 | 0.00 | 42.29 | |
| | | | 64915212172015 | Supplies, Office 1 | 39.57 | 0.00 | 39.57 | |
| | | | 65037112172015 | Supplies, Office 1 | 393.79 | 0.00 | 393.79 | |
| | | | 65339812172015 | Supplies, Office 1 | 17.30 | 0.00 | 17.30 | |
| | | | 65467612172015 | Supplies, Office 1 | 38.13 | 0.00 | 38.13 | |
| | | | 65473912172015 | Supplies, Office 1 | 34.17 | 0.00 | 34.17 | |
| | | | 65528012312015 | Supplies, Office 1 | 169.63 | 0.00 | 169.63 | |
| | | | 65541912182015 | Supplies, Office 1 | 44.73 | 0.00 | 44.73 | |
| | | | 65676812182015 | Supplies, Office 1 | 33.40 | 0.00 | 33.40 | |
| | | | 65919812182015 | Supplies, Office 1 | 39.53 | 0.00 | 39.53 | |
| | | | 66529012182015 | Supplies, Office 1 | 57.13 | 0.00 | 57.13 | |
| | | | 66614512182015 | Supplies, Office 1 | 92.13 | 0.00 | 92.13 | |
| | | | 66623012182015 | Supplies, Office 1 | 42.39 | 0.00 | 42.39 | |
| | | | 66640912182015 | Supplies, Office 1 | 80.79 | 0.00 | 80.79 | |
| | | | 66644912182015 | Supplies, Office 1 | 20.56 | 0.00 | 20.56 | |
| | | | 66699312232015 | Supplies, Office 1 | 4.31 | 0.00 | 4.31 | |

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|----------------|-----------------|---------------------------|----------------|----------------------|----------------|----------------|-------------|--------------------|
| | | | 66706212222015 | Supplies, Office 1 | 127.35 | 0.00 | 127.35 | |
| | | | 66708212212015 | Supplies, Office 1 | 192.39 | 0.00 | 192.39 | |
| | | | 67041512212015 | Supplies, Office 1 | 72.50 | 0.00 | 72.50 | |
| | | | 67076212212015 | Supplies, Office 1 | 57.61 | 0.00 | 57.61 | |
| | | | 67561012212015 | Supplies, Office 1 | 102.78 | 0.00 | 102.78 | |
| | | | 68218612222015 | Supplies, Office 1 | 71.97 | 0.00 | 71.97 | |
| | | | 68928112222015 | Supplies, Office 1 | 115.75 | 0.00 | 115.75 | |
| | | | 68952912222015 | Supplies, Office 1 | 19.37 | 0.00 | 19.37 | |
| | | | 69023612232015 | Supplies, Office 1 | 63.42 | 0.00 | 63.42 | |
| | | | 69145612232015 | Supplies, Office 1 | 27.29 | 0.00 | 27.29 | |
| | | | 69295812232015 | Supplies, Office 1 | 25.88 | 0.00 | 25.88 | |
| | | | 69525612232015 | Supplies, Office 1 | 149.86 | 0.00 | 149.86 | |
| | | | 69613812232015 | Supplies, Office 1 | 31.54 | 0.00 | 31.54 | |
| | | | 69649612232015 | Supplies, Office 1 | 46.04 | 0.00 | 46.04 | |
| | | | 69843212232015 | Supplies, Office 1 | 35.78 | 0.00 | 35.78 | |
| | | | 69849312232015 | Supplies, Office 1 | 14.40 | 0.00 | 14.40 | |
| | | | 70041612232015 | Supplies, Office 1 | 59.03 | 0.00 | 59.03 | |
| | | | 70042412232015 | Supplies, Office 1 | 347.47 | 0.00 | 347.47 | |
| | | | 71868912302015 | Supplies, Office 1 | 518.63 | 0.00 | 518.63 | |
| | | | 72001012292015 | Supplies, Office 1 | 48.34 | 0.00 | 48.34 | |
| | | | 72239712292015 | Supplies, Office 1 | 63.69 | 0.00 | 63.69 | |
| | | | 72774212302015 | Supplies, Office 1 | 159.85 | 0.00 | 159.85 | |
| | | | 74026812312015 | Supplies, Office 1 | 472.04 | 0.00 | 472.04 | |
| | | | 74291212312015 | Supplies, Office 1 | 176.15 | 0.00 | 176.15 | |
| 100276723 | 1/19/16 | PACIFIC GAS & ELECTRIC CO | 05225890201215 | Utilities - Gas | 497.28 | 0.00 | 497.28 | \$78,418.87 |
| | | | 05225892761215 | Utilities - Electric | 2,271.39 | 0.00 | 2,271.39 | |
| | | | 06075131481215 | Utilities - Electric | 13.04 | 0.00 | 13.04 | |
| | | | 06075133001215 | Utilities - Electric | 11.06 | 0.00 | 11.06 | |
| | | | 14823837851215 | Utilities - Electric | 58.66 | 0.00 | 58.66 | |
| | | | 18068041901215 | Utilities - Electric | 120.22 | 0.00 | 120.22 | |
| | | | 19867842521215 | Utilities - Electric | 43.82 | 0.00 | 43.82 | |

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| | | | 32725920071215 | Utilities - Electric | 12.85 | 0.00 | 12.85 | |
| | | | 32725920351215 | Utilities - Gas | 7.85 | 0.00 | 7.85 | |
| | | | 32725920631215 | Utilities - Electric | 166.11 | 0.00 | 166.11 | |
| | | | 32725921321215 | Utilities - Electric | 174.54 | 0.00 | 174.54 | |
| | | | 32725921481215 | Utilities - Electric | 164.19 | 0.00 | 164.19 | |
| | | | 32725921491215 | Utilities - Electric | 11.28 | 0.00 | 11.28 | |
| | | | 32725921601215 | Utilities - Gas | 109.21 | 0.00 | 109.21 | |
| | | | 32725921801215 | Utilities - Electric | 16.91 | 0.00 | 16.91 | |
| | | | 32725921981215 | Utilities - Electric | 735.86 | 0.00 | 735.86 | |
| | | | 32725922051215 | Utilities - Electric | 22.88 | 0.00 | 22.88 | |
| | | | 32725922091215 | Utilities - Electric | 1,465.77 | 0.00 | 1,465.77 | |
| | | | 32725922411215 | Utilities - Electric | 930.31 | 0.00 | 930.31 | |
| | | | 32725922521215 | Utilities - Electric | 403.55 | 0.00 | 403.55 | |
| | | | 32725923331215 | Utilities - Gas | 23.96 | 0.00 | 23.96 | |
| | | | 32725923351215 | Utilities - Electric | 141.28 | 0.00 | 141.28 | |
| | | | 32725923401215 | Utilities - Electric | 21.33 | 0.00 | 21.33 | |
| | | | 32725923711215 | Utilities - Electric | 11.61 | 0.00 | 11.61 | |
| | | | 32725923771215 | Utilities - Electric | 46.34 | 0.00 | 46.34 | |
| | | | 32725924171215 | Utilities - Electric | 21.20 | 0.00 | 21.20 | |
| | | | 32725924971215 | Utilities - Electric | 14.03 | 0.00 | 14.03 | |
| | | | 32725925001215 | Utilities - Electric | 556.09 | 0.00 | 556.09 | |
| | | | 32725925231215 | Utilities - Electric | 62.54 | 0.00 | 62.54 | |
| | | | 32725925371215 | Utilities - Electric | 202.86 | 0.00 | 202.86 | |
| | | | 32725925631215 | Utilities - Electric | 639.20 | 0.00 | 639.20 | |
| | | | 32725925891215 | Utilities - Electric | 85.22 | 0.00 | 85.22 | |
| | | | 32725925921215 | Utilities - Electric | 497.14 | 0.00 | 497.14 | |
| | | | 32725926211215 | Utilities - Electric | 349.27 | 0.00 | 349.27 | |
| | | | 32725926441215 | Utilities - Electric | 949.19 | 0.00 | 949.19 | |
| | | | 32725926471215 | Utilities - Electric | 817.75 | 0.00 | 817.75 | |
| | | | 32725926951215 | Utilities - Electric | 29.71 | 0.00 | 29.71 | |
| | | | 32725927041215 | Utilities - Electric | 11.84 | 0.00 | 11.84 | |

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|------------------------|-------------------------|--------------------|--------------------|----------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 32725927341215 | Utilities - Electric | 516.07 | 0.00 | 516.07 | |
| | | | 32725927361215 | Utilities - Gas | 128.49 | 0.00 | 128.49 | |
| | | | 32725927381215 | Utilities - Electric | 116.74 | 0.00 | 116.74 | |
| | | | 32725927401215 | Utilities - Electric | 63.67 | 0.00 | 63.67 | |
| | | | 32725927511215 | Utilities - Electric | 664.72 | 0.00 | 664.72 | |
| | | | 32725928251215 | Utilities - Electric | 19.75 | 0.00 | 19.75 | |
| | | | 32725928591215 | Utilities - Electric | 166.70 | 0.00 | 166.70 | |
| | | | 32725929221215 | Utilities - Electric | 665.51 | 0.00 | 665.51 | |
| | | | 32725929281215 | Utilities - Electric | 37.45 | 0.00 | 37.45 | |
| | | | 32725929751215 | Utilities - Electric | 120.99 | 0.00 | 120.99 | |
| | | | 38257235831215 | Utilities - Electric | 10.72 | 0.00 | 10.72 | |
| | | | 39509111001215 | Utilities - Electric | 55.66 | 0.00 | 55.66 | |
| | | | 43142590151215 | Utilities - Gas | 7.85 | 0.00 | 7.85 | |
| | | | 43142590251215 | Utilities - Gas | 2,772.17 | 0.00 | 2,772.17 | |
| | | | 43142590301215 | Utilities - Gas | 8.11 | 0.00 | 8.11 | |
| | | | 43142597201215 | Utilities - Electric | 1,087.22 | 0.00 | 1,087.22 | |
| | | | 43142597641215 | Utilities - Electric | 1,550.21 | 0.00 | 1,550.21 | |
| | | | 48131400741215 | Utilities - Electric | 9.70 | 0.00 | 9.70 | |
| | | | 52896844241215 | Utilities - Gas | 326.53 | 0.00 | 326.53 | |
| | | | 52896847891215 | Utilities - Electric | 737.79 | 0.00 | 737.79 | |
| | | | 56892570121215 | Utilities - Electric | 13.50 | 0.00 | 13.50 | |
| | | | 56892570471215 | Utilities - Electric | 11.50 | 0.00 | 11.50 | |
| | | | 56892570611215 | Utilities - Electric | 12.87 | 0.00 | 12.87 | |
| | | | 56892570851215 | Utilities - Electric | 9.53 | 0.00 | 9.53 | |
| | | | 56892571501215 | Utilities - Electric | 10.16 | 0.00 | 10.16 | |
| | | | 56892572231215 | Utilities - Electric | 9.86 | 0.00 | 9.86 | |
| | | | 56892573211215 | Utilities - Electric | 11.42 | 0.00 | 11.42 | |
| | | | 56892573281215 | Utilities - Electric | 9.86 | 0.00 | 9.86 | |
| | | | 56892573341215 | Utilities - Electric | 11.23 | 0.00 | 11.23 | |
| | | | 56892573451215 | Utilities - Electric | 9.86 | 0.00 | 9.86 | |
| | | | 56892574541215 | Utilities - Electric | 11.61 | 0.00 | 11.61 | |

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|------------------------|-------------------------|--------------------|--------------------|----------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 56892574611215 | Utilities - Electric | 11.80 | 0.00 | 11.80 | |
| | | | 56892574691215 | Utilities - Electric | 11.60 | 0.00 | 11.60 | |
| | | | 56892574721215 | Utilities - Electric | 11.49 | 0.00 | 11.49 | |
| | | | 56892574931215 | Utilities - Electric | 11.39 | 0.00 | 11.39 | |
| | | | 56892575241215 | Utilities - Electric | 11.53 | 0.00 | 11.53 | |
| | | | 56892575251215 | Utilities - Electric | 11.80 | 0.00 | 11.80 | |
| | | | 56892575561215 | Utilities - Electric | 11.84 | 0.00 | 11.84 | |
| | | | 56892575841215 | Utilities - Electric | 12.98 | 0.00 | 12.98 | |
| | | | 56892576281215 | Utilities - Electric | 11.65 | 0.00 | 11.65 | |
| | | | 56892576481215 | Utilities - Electric | 12.14 | 0.00 | 12.14 | |
| | | | 56892576591215 | Utilities - Electric | 9.86 | 0.00 | 9.86 | |
| | | | 56892576691215 | Utilities - Electric | 11.75 | 0.00 | 11.75 | |
| | | | 56892577221215 | Utilities - Electric | 11.50 | 0.00 | 11.50 | |
| | | | 56892577391215 | Utilities - Electric | 11.90 | 0.00 | 11.90 | |
| | | | 56892578181215 | Utilities - Electric | 10.26 | 0.00 | 10.26 | |
| | | | 56892578671215 | Utilities - Electric | 11.40 | 0.00 | 11.40 | |
| | | | 56892578891215 | Utilities - Electric | 11.46 | 0.00 | 11.46 | |
| | | | 56892579011215 | Utilities - Electric | 9.86 | 0.00 | 9.86 | |
| | | | 56892579641215 | Utilities - Electric | 11.60 | 0.00 | 11.60 | |
| | | | 56892579811215 | Utilities - Electric | 11.57 | 0.00 | 11.57 | |
| | | | 60225900551215 | Utilities - Electric | 394.50 | 0.00 | 394.50 | |
| | | | 60225900761215 | Utilities - Electric | 1,033.97 | 0.00 | 1,033.97 | |
| | | | 60225901001215 | Utilities - Electric | 9.53 | 0.00 | 9.53 | |
| | | | 60225901011215 | Utilities - Electric | 502.88 | 0.00 | 502.88 | |
| | | | 60225901101215 | Utilities - Gas | 122.18 | 0.00 | 122.18 | |
| | | | 60225901311215 | Utilities - Electric | 12.56 | 0.00 | 12.56 | |
| | | | 60225902291215 | Utilities - Electric | 25.03 | 0.00 | 25.03 | |
| | | | 60225902531215 | Utilities - Electric | 19,317.47 | 0.00 | 19,317.47 | |
| | | | 60225902951215 | Utilities - Electric | 23.64 | 0.00 | 23.64 | |
| | | | 60225903551215 | Utilities - Electric | 192.70 | 0.00 | 192.70 | |
| | | | 60225904241215 | Utilities - Electric | 11.54 | 0.00 | 11.54 | |

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| | | | 60225905411215 | Utilities - Electric | 26.51 | 0.00 | 26.51 | |
| | | | 60225906091215 | Utilities - Electric | 1,851.26 | 0.00 | 1,851.26 | |
| | | | 60225906511215 | Utilities - Electric | 5,785.48 | 0.00 | 5,785.48 | |
| | | | 60225906591215 | Utilities - Electric | 731.63 | 0.00 | 731.63 | |
| | | | 60225906781215 | Utilities - Electric | 19,753.86 | 0.00 | 19,753.86 | |
| | | | 60225907691215 | Utilities - Electric | 161.08 | 0.00 | 161.08 | |
| | | | 60225907731215 | Utilities - Electric | 24.44 | 0.00 | 24.44 | |
| | | | 60225908171215 | Utilities - Electric | 24.54 | 0.00 | 24.54 | |
| | | | 60225908611215 | Utilities - Electric | 28.81 | 0.00 | 28.81 | |
| | | | 60225908941215 | Utilities - Electric | 40.02 | 0.00 | 40.02 | |
| | | | 60225909721215 | Utilities - Electric | 11.47 | 0.00 | 11.47 | |
| | | | 91475900451215 | Utilities - Gas | 422.84 | 0.00 | 422.84 | |
| | | | 91475903191215 | Utilities - Electric | 84.76 | 0.00 | 84.76 | |
| | | | 91475904101215 | Utilities - Electric | 799.81 | 0.00 | 799.81 | |
| | | | 91475904311215 | Utilities - Electric | 569.04 | 0.00 | 569.04 | |
| | | | 91475907051215 | Utilities - Electric | 183.63 | 0.00 | 183.63 | |
| | | | 91475907471215 | Utilities - Electric | 625.64 | 0.00 | 625.64 | |
| | | | 91475908691215 | Utilities - Electric | 387.24 | 0.00 | 387.24 | |
| | | | 91475909641215 | Utilities - Electric | 1,656.59 | 0.00 | 1,656.59 | |
| | | | 91475909791215 | Utilities - Electric | 497.92 | 0.00 | 497.92 | |
| | | | SVVT1362021115 | Utilities - Electric | 1,972.13 | 0.00 | 1,972.13 | |
| 100276733 | 1/19/16 | SOUTH BAY REGIONAL PUBLIC SAFETY | 216206 | Training and Conferences | 7,509.00 | 0.00 | 7,509.00 | \$7,509.00 |
| 100276734 | 1/19/16 | SOUTH BAY REGIONAL PUBLIC SAFETY | PTO 1/11-15/16 | Training and Conferences | 600.00 | 0.00 | 600.00 | \$600.00 |
| 100276735 | 1/19/16 | UNITED STATES POSTAL SERVICE | P#584-011516 | Postage | 11,875.47 | 0.00 | 11,875.47 | \$11,875.47 |
| 100276736 | 1/19/16 | WITMER TYSON IMPORTS INC | 022216-022616 | Training and Conferences | 750.00 | 0.00 | 750.00 | \$750.00 |
| 100276737 | 1/19/16 | CHETAN KATIRA | 316520 | Lib - Lost & Damaged Circulation | 5.99 | 0.00 | 5.99 | \$5.99 |
| 100276738 | 1/19/16 | CONGREGATIONAL CHRISTIAN CHURCH OF | 2016 BINGO LIC | Permit - Bingo | 50.00 | 0.00 | 50.00 | \$50.00 |
| 100276739 | 1/19/16 | JOSHUA BROWN | 297376 | Refund Recreation Fees | 350.00 | 0.00 | 350.00 | \$350.00 |
| 100276740 | 1/19/16 | PT ANIKA LLC | BL061213-2016 | Business License Tax | 35.14 | 0.00 | 35.14 | \$35.14 |
| 100276741 | 1/19/16 | SMITA S NAMBIAR | 371583 | Lib - Lost & Damaged Circulation | 19.99 | 0.00 | 19.99 | \$19.99 |

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| 100276742 | 1/19/16 | SONAL KALE | 297544 | Refund Recreation Fees | 148.00 | 0.00 | 148.00 | \$148.00 |
| 100276743 | 1/19/16 | SSB SALES | BL048799-2016 | Business License Tax | 35.14 | 0.00 | 35.14 | \$35.14 |
| 100276744 | 1/19/16 | THOMAS RUDD CONSTRUCTION | BL070225 CR | Business License Tax | 17.06 | 0.00 | 17.06 | \$17.06 |
| 100276745 | 1/21/16 | A T & T | DEC2015 | Utilities - Telephone | 104.56 | 0.00 | 104.56 | \$104.56 |
| 100276746 | 1/21/16 | AIR LIQUIDE INDUSTRIAL US LP | 63546836 | Supplies, First Aid | 302.81 | 0.00 | 302.81 | \$302.81 |
| 100276747 | 1/21/16 | ALAMEDA CTY INFORMATION TECHNOLOGY DEPT | 112-1512058 | Software As a Service | 1,644.36 | 0.00 | 1,644.36 | \$1,644.36 |
| 100276748 | 1/21/16 | APPLEONE EMPLOYMENT SERVICES | 01-3908732 | Contracts/Service Agreements | 3,710.80 | 0.00 | 3,710.80 | \$8,751.38 |
| | | | 01-3917369 | Contracts/Service Agreements | 5,040.58 | 0.00 | 5,040.58 | |
| 100276749 | 1/21/16 | AQUATIC ENVIRONMENTS INC | 15905 | Miscellaneous Services | 56,517.00 | 0.00 | 56,517.00 | \$56,517.00 |
| 100276750 | 1/21/16 | BAKER & TAYLOR | 4011456931 | Library Acquisitions, Books | 185.14 | 0.00 | 185.14 | \$722.22 |
| | | | 4011456931 | Library Materials Preprocessing | 4.45 | 0.00 | 4.45 | |
| | | | 4011463764 | Library Acquisitions, Books | 89.41 | 0.00 | 89.41 | |
| | | | 4011463764 | Library Materials Preprocessing | 8.27 | 0.00 | 8.27 | |
| | | | 4011471674 | Library Acquisitions, Books | 425.24 | 0.00 | 425.24 | |
| | | | 4011471674 | Library Materials Preprocessing | 9.71 | 0.00 | 9.71 | |
| 100276751 | 1/21/16 | BAY AREA NEWS GROUP DIGITAL FIRST MEDIA | 0005635797DEC | Advertising Services | 526.00 | 0.00 | 526.00 | \$526.00 |
| 100276752 | 1/21/16 | BAY AREA POLYGRAPH | 637 | Investigation Expense | 2,325.00 | 0.00 | 2,325.00 | \$2,325.00 |
| 100276753 | 1/21/16 | BAY-VALLEY PEST CONTROL INC | 0198810 | Services Maintain Land Improv | 58.00 | 0.00 | 58.00 | \$1,107.00 |
| | | | 0199250 | Services Maintain Land Improv | 58.00 | 0.00 | 58.00 | |
| | | | 0200849 | Services Maintain Land Improv | 58.00 | 0.00 | 58.00 | |
| | | | 0201233 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0201234 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0201235 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0201236 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0201237 | Facilities Maint & Repair - Labor | 59.00 | 0.00 | 59.00 | |
| | | | 0201239 | Facilities Maint & Repair - Labor | 32.00 | 0.00 | 32.00 | |
| | | | 0201240 | Facilities Maint & Repair - Labor | 56.00 | 0.00 | 56.00 | |
| | | | 0201242 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0201243 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0201244 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |

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| | | | 0201245 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0201246 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0201247 | Facilities Maint & Repair - Labor | 42.00 | 0.00 | 42.00 | |
| | | | 0201269 | Services Maintain Land Improv | 120.00 | 0.00 | 120.00 | |
| | | | 1201273 | Services Maintain Land Improv | 58.00 | 0.00 | 58.00 | |
| | | | 1201284 | Services Maintain Land Improv | 120.00 | 0.00 | 120.00 | |
| 100276755 | 1/21/16 | BRAND MECHANICS INC | SUN/003 | Consultants | 3,074.76 | 0.00 | 3,074.76 | \$3,074.76 |
| 100276756 | 1/21/16 | BRODART CO | 423192 | General Supplies | 757.05 | 0.00 | 757.05 | \$757.05 |
| 100276757 | 1/21/16 | BROWNING FERRIS INDUSTRIES OF CA INC | 4278-100002009 | Recycling Services | 9,785.97 | 0.00 | 9,785.97 | \$9,785.97 |
| 100276758 | 1/21/16 | CALIFORNIA SHEDS | 16-CS001 | Services Maintain Land Improv | 500.00 | 0.00 | 500.00 | \$500.00 |
| 100276761 | 1/21/16 | CHANDRA MAHARJAN | 15-16-041 | Liability Claims Paid | 3,412.98 | 0.00 | 3,412.98 | \$3,412.98 |
| 100276762 | 1/21/16 | CHENGHUAN CHU | 3096 | Miscellaneous Equipment Parts & Supplies | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276763 | 1/21/16 | CINTAS FIRE PROTECTION | 0F44088967 | Equipment Maintenance & Repair Labor | 465.00 | 0.00 | 465.00 | \$465.00 |
| 100276764 | 1/21/16 | COAST PERSONNEL SERVICES INC | 241469 | Contracts/Service Agreements | 832.00 | 0.00 | 832.00 | \$8,114.02 |
| | | | 241557 | Contracts/Service Agreements | 832.00 | 0.00 | 832.00 | |
| | | | 241558 | Contracts/Service Agreements | 628.68 | 0.00 | 628.68 | |
| | | | 241559 | Contracts/Service Agreements | 652.86 | 0.00 | 652.86 | |
| | | | 241560 | Contracts/Service Agreements | 628.68 | 0.00 | 628.68 | |
| | | | 241617 | Contracts/Service Agreements | 652.86 | 0.00 | 652.86 | |
| | | | 241618 | Contracts/Service Agreements | 652.86 | 0.00 | 652.86 | |
| | | | 241619 | Contracts/Service Agreements | 217.62 | 0.00 | 217.62 | |
| | | | 241670 | Contracts/Service Agreements | 870.48 | 0.00 | 870.48 | |
| | | | 241671 | Contracts/Service Agreements | 1,082.06 | 0.00 | 1,082.06 | |
| | | | 241672 | Contracts/Service Agreements | 1,063.92 | 0.00 | 1,063.92 | |
| 100276766 | 1/21/16 | CYBELE ERWIN | 220774-6903430 | Miscellaneous Equipment Parts & Supplies | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276768 | 1/21/16 | DEWALT SERVICES | 1533 | Facilities Maint & Repair - Labor | 1,750.00 | 0.00 | 1,750.00 | \$2,900.00 |
| | | | 1535 | Facilities Maint & Repair - Labor | 1,150.00 | 0.00 | 1,150.00 | |
| 100276769 | 1/21/16 | DELL MARKETING LP | XJW62WMC2 | Computer Hardware | 302.14 | 0.00 | 302.14 | \$1,467.07 |
| | | | XJW6322C3 | Computer Hardware | 316.55 | 0.00 | 316.55 | |
| | | | XJW6MJDN8 | Hardware Maintenance | 848.38 | 0.00 | 848.38 | |

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| 100276770 | 1/21/16 | EOA INC | SU43-1115 | Consultants | 17,449.07 | 0.00 | 17,449.07 | \$17,449.07 |
| 100276771 | 1/21/16 | EDWARD JOHNSON | 468280-3961840 | Miscellaneous Equipment Parts & Supplies | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276772 | 1/21/16 | ESCOBARS SECURITY PLUS ALARM SYSTEMS | 287125 | Miscellaneous Services | 480.00 | 0.00 | 480.00 | \$480.00 |
| 100276773 | 1/21/16 | FAST RESPONSE ON-SITE TESTING INC | 12540 | Medical Services | 825.00 | 0.00 | 825.00 | \$2,190.00 |
| | | | 12540 | Contracts/Service Agreements | 1,365.00 | 0.00 | 1,365.00 | |
| 100276774 | 1/21/16 | FIRST PLACE INC | 83809 | General Supplies | 164.75 | 0.00 | 164.75 | \$164.75 |
| 100276775 | 1/21/16 | FIRST STUDENT INC | 9112984 | Excursions | 801.84 | 0.00 | 801.84 | \$801.84 |
| 100276776 | 1/21/16 | GALE/CENGAGE LEARNING | 57025827 | Library Acquisitions, Books | 153.07 | 0.00 | 153.07 | \$153.07 |
| 100276777 | 1/21/16 | GEORGE HILLS CO INC | INV1010040 | Liability Claims Adjustor | 5,635.70 | 0.00 | 5,635.70 | \$5,635.70 |
| 100276778 | 1/21/16 | GERBER SCIENTIFIC PRODUCTS INC | 13206-2015 | Hardware Maintenance | 965.00 | 0.00 | 965.00 | \$965.00 |
| 100276779 | 1/21/16 | GOLDEN GATE PETROLEUM | 969141 | Inventory Purchase | 9,318.47 | 0.00 | 9,318.47 | \$9,318.47 |
| 100276780 | 1/21/16 | GOODYEAR COMMERCIAL TIRE & SERVICE CTR | 189-1090006 | Inventory Purchase | 875.22 | 0.00 | 875.22 | \$875.22 |
| 100276781 | 1/21/16 | GRAINGER | 9935636143 | Inventory Purchase | 235.07 | 0.00 | 235.07 | \$235.07 |
| 100276782 | 1/21/16 | GRANICUS INC | 70973 | Software As a Service | 4,624.50 | 0.00 | 4,624.50 | \$8,093.70 |
| | | | 72244 | Software As a Service | 3,469.20 | 0.00 | 3,469.20 | |
| 100276783 | 1/21/16 | GRAYBAR ELECTRIC CO INC | 982945134 | Comm Equip Maintain & Repair - Materials 2 | 576.41 | 0.00 | 576.41 | \$576.41 |
| 100276784 | 1/21/16 | GROUP 6 LLC | 2016-001 | Prisoner Transport | 1,935.00 | 0.00 | 1,935.00 | \$1,935.00 |
| 100276786 | 1/21/16 | HI-TECH OPTICAL INC | 644802 | Benefits and Incentives - Prescription Safety Glasses | 92.50 | 0.00 | 92.50 | \$854.50 |
| | | | 644831 | Benefits and Incentives - Prescription Safety Glasses | 93.50 | 0.00 | 93.50 | |
| | | | 644832 | Benefits and Incentives - Prescription Safety Glasses | 100.00 | 0.00 | 100.00 | |
| | | | 644834 | Benefits and Incentives - Prescription Safety Glasses | 92.50 | 0.00 | 92.50 | |
| | | | 646268 | Benefits and Incentives - Prescription Safety Glasses | 200.00 | 0.00 | 200.00 | |
| | | | 646814 | Benefits and Incentives - Prescription Safety Glasses | 200.00 | 0.00 | 200.00 | |
| | | | 647759 | Benefits and Incentives - Prescription Safety Glasses | 76.00 | 0.00 | 76.00 | |

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| 100276787 | 1/21/16 | HYBRID COMMERCIAL PRINTING INC | 25639 | Printing & Related Services | 1,443.66 | 0.00 | 1,443.66 | \$1,443.66 |
| 100276788 | 1/21/16 | JIM TUNNEY ASSOC INC | RQ015660 | City Training Program | 5,000.00 | 0.00 | 5,000.00 | \$5,000.00 |
| 100276789 | 1/21/16 | JIMMY IP | 441694-2395443 | Miscellaneous Equipment Parts & Supplies | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276790 | 1/21/16 | KMVT COMMUNITY TELEVISION | 6778 | Engineering Services | 5,000.00 | 0.00 | 5,000.00 | \$5,000.00 |
| 100276791 | 1/21/16 | KPM CONSULTING LLC | DEC15R-STA5 | Construction Services | 16.96 | 0.00 | 16.96 | \$4,116.96 |
| | | | DEC15-STA5 | Construction Services | 4,100.00 | 0.00 | 4,100.00 | |
| 100276792 | 1/21/16 | KIMLEY HORN & ASSOC INC | 097318013-1115 | Consultants | 23,518.15 | 0.00 | 23,518.15 | \$23,518.15 |
| 100276793 | 1/21/16 | KOHLWEISS AUTO PARTS INC | 01OQ1142 | Inventory Purchase | 176.70 | 3.53 | 173.17 | \$173.17 |
| 100276794 | 1/21/16 | LED TRAIL | 17570 | Bldg Maint Matls & Supplies | 365.50 | 0.00 | 365.50 | \$727.00 |
| | | | 18748 | Bldg Maint Matls & Supplies | 361.50 | 0.00 | 361.50 | |
| 100276795 | 1/21/16 | LARRY WERTMAN | 439 | Rec Instructors/Officials | 1,555.80 | 0.00 | 1,555.80 | \$1,555.80 |
| 100276796 | 1/21/16 | M & R REPAIR CO | 10774 | Facilities Maint & Repair - Labor | 120.00 | 0.00 | 120.00 | \$334.23 |
| | | | 10774 | Facilities Maint & Repair - Materials | 214.23 | 0.00 | 214.23 | |
| 100276797 | 1/21/16 | MGT OF AMERICA INC | 27670 | Mandated Cost SB 90 | 4,350.00 | 0.00 | 4,350.00 | \$4,350.00 |
| 100276798 | 1/21/16 | MALLORY SAFETY & SUPPLY LLC | 4026810 | Inventory Purchase | 18.81 | 0.00 | 18.81 | \$18.81 |
| 100276799 | 1/21/16 | MARY BETH FORREST | W407976603 | Miscellaneous Equipment Parts & Supplies | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276800 | 1/21/16 | MIDWEST TAPE | 93553116 | Library Acquis, Audio/Visual | 215.24 | 0.00 | 215.24 | \$2,822.69 |
| | | | 93553117 | Library Acquis, Audio/Visual | 118.45 | 0.00 | 118.45 | |
| | | | 93555084 | Library Acquis, Audio/Visual | 457.93 | 0.00 | 457.93 | |
| | | | 93558023 | Library Acquis, Audio/Visual | 135.89 | 0.00 | 135.89 | |
| | | | 93563427 | Library Acquis, Audio/Visual | 27.17 | 0.00 | 27.17 | |
| | | | 93573581 | Library Acquis, Audio/Visual | 1,263.51 | 0.00 | 1,263.51 | |
| | | | 93581116 | Library Acquis, Audio/Visual | 547.97 | 0.00 | 547.97 | |
| | | | 93581118 | Library Acquis, Audio/Visual | 56.53 | 0.00 | 56.53 | |
| 100276801 | 1/21/16 | MY FIRST ART CLASS | 091 | Rec Instructors/Officials | 337.50 | 0.00 | 337.50 | \$337.50 |
| 100276802 | 1/21/16 | OVERDRIVE INC | 0910-161557893 | Library Periodicals/Databases | 659.82 | 0.00 | 659.82 | \$3,389.72 |
| | | | 0910-162508283 | Library Periodicals/Databases | 2,729.90 | 0.00 | 2,729.90 | |
| 100276803 | 1/21/16 | PRN ERGONOMIC SERVICES | 12150008 | Occupational Health and Safety Services | 975.00 | 0.00 | 975.00 | \$975.00 |
| 100276804 | 1/21/16 | PAGE BMS DESIGN GROUP | 614003-3 | Professional Services | 52,212.32 | 0.00 | 52,212.32 | \$52,212.32 |
| 100276805 | 1/21/16 | PLANET GRANITE INC | SV150930SV | Rec Instructors/Officials | 1,150.00 | 0.00 | 1,150.00 | \$1,150.00 |
| 100276806 | 1/21/16 | PLAY-WELL TEKNOLOGIES | DB8862 | Rec Instructors/Officials | 1,575.00 | 0.00 | 1,575.00 | \$1,575.00 |

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| 100276807 | 1/21/16 | PROFORCE LAW ENFORCEMENT | 261652 | General Supplies | 413.00 | 0.00 | 413.00 | \$413.00 |
| 100276808 | 1/21/16 | RAHA BOOKS | M-SVPL-162 | Library Acquis, Audio/Visual | 688.06 | 0.00 | 688.06 | \$688.06 |
| 100276809 | 1/21/16 | RANKIN STOCK HEABERLIN | 33239 | Legal Services | 2,163.72 | 0.00 | 2,163.72 | \$2,437.03 |
| | | | 33240 | Legal Services | 273.31 | 0.00 | 273.31 | |
| 100276810 | 1/21/16 | RAYVERN LIGHTING SUPPLY CO INC | 39209-0 | Inventory Purchase | 322.99 | 0.00 | 322.99 | \$322.99 |
| 100276811 | 1/21/16 | READYREFRESH BY NESTLE | 06A0029664380 | Food Products | 6.51 | 0.00 | 6.51 | \$108.94 |
| | | | 16A0023956113 | Food Products | 20.32 | 0.00 | 20.32 | |
| | | | 16A5715636006 | General Supplies | 82.11 | 0.00 | 82.11 | |
| 100276812 | 1/21/16 | RICHARDS WATSON & GERSHON | 204960 | Legal Services | 9,227.66 | 0.00 | 9,227.66 | \$9,227.66 |
| 100276813 | 1/21/16 | ROYAL BRASS INC | 783953-001 | Parts, Vehicles & Motor Equip | 33.32 | 0.00 | 33.32 | \$33.32 |
| 100276814 | 1/21/16 | SANTA CLARA COUNTY EAC | KIHARA-011316 | Membership Fees | 75.00 | 0.00 | 75.00 | \$75.00 |
| 100276815 | 1/21/16 | SHRED-IT USA LLC | 8120514372 | Records Related Services | 90.00 | 0.00 | 90.00 | \$90.00 |
| 100276816 | 1/21/16 | SMART & FINAL INC | 131265-121815 | Food Products | 8.56 | 0.00 | 8.56 | \$420.41 |
| | | | 131265-121815 | General Supplies | 70.71 | 0.00 | 70.71 | |
| | | | 142586-010616 | Food Products | 119.17 | 0.00 | 119.17 | |
| | | | 148056-011516 | Food Products | 19.38 | 0.00 | 19.38 | |
| | | | 148059-011516 | Food Products | 199.45 | 0.00 | 199.45 | |
| | | | 148059-011516 | General Supplies | 3.14 | 0.00 | 3.14 | |
| 100276817 | 1/21/16 | STEVEN C DOLEZAL PHD | DEC2015 | Professional Services | 600.00 | 0.00 | 600.00 | \$1,950.00 |
| | | | NOV2015 | Professional Services | 1,350.00 | 0.00 | 1,350.00 | |
| 100276818 | 1/21/16 | STUDIO EM GRAPHIC DESIGN | 15949 | Graphics Services | 1,305.00 | 0.00 | 1,305.00 | \$1,794.38 |
| | | | 15971 | Graphics Services | 489.38 | 0.00 | 489.38 | |
| 100276819 | 1/21/16 | SUPPLYWORKS | 1749701-00 | Inventory Purchase | 257.83 | 2.58 | 255.25 | \$255.25 |
| 100276820 | 1/21/16 | TEAM WENDY LLC | 201531783 | Ballistic Equipment - SWAT | 18,267.22 | 0.00 | 18,267.22 | \$18,267.22 |
| 100276821 | 1/21/16 | TRICOR AMERICA INC | M624301 | Contracts/Service Agreements | 704.00 | 0.00 | 704.00 | \$704.00 |
| 100276822 | 1/21/16 | VALLEY OIL CO | 32667 | Fuel, Oil & Lubricants | 143.55 | 0.00 | 143.55 | \$143.55 |
| 100276823 | 1/21/16 | WILSEY HAM | 10377 | Consultants | 10,467.00 | 0.00 | 10,467.00 | \$10,467.00 |
| 100276824 | 1/21/16 | E-BUILDER INC | 19729 | Software Licensing & Support | 88,925.00 | 0.00 | 88,925.00 | \$88,925.00 |
| 100276825 | 1/21/16 | PACIFIC GAS & ELECTRIC CO | 03142830050116 | Utilities - Electric | 26,582.55 | 0.00 | 26,582.55 | \$191,723.66 |
| | | | 11059220091215 | Utilities - Electric | 3,724.18 | 0.00 | 3,724.18 | |
| | | | 11059220251215 | Utilities - Gas | 2,157.29 | 0.00 | 2,157.29 | |

List of All Claims and Bills Approved for Payment
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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|----------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 11059220401215 | Utilities - Gas | 744.55 | 0.00 | 744.55 | |
| | | | 11059220451215 | Utilities - Gas | 2,047.50 | 0.00 | 2,047.50 | |
| | | | 11059220501215 | Utilities - Gas | 230.04 | 0.00 | 230.04 | |
| | | | 11059220551215 | Utilities - Electric | 653.35 | 0.00 | 653.35 | |
| | | | 11059220601215 | Utilities - Gas | 3,685.66 | 0.00 | 3,685.66 | |
| | | | 11059220751215 | Utilities - Gas | 3,370.98 | 0.00 | 3,370.98 | |
| | | | 11059220811215 | Utilities - Electric | 594.96 | 0.00 | 594.96 | |
| | | | 11059220901215 | Utilities - Gas | 509.28 | 0.00 | 509.28 | |
| | | | 11059221021215 | Utilities - Electric | 388.01 | 0.00 | 388.01 | |
| | | | 11059221051215 | Utilities - Gas | 440.50 | 0.00 | 440.50 | |
| | | | 11059221061215 | Utilities - Electric | 982.27 | 0.00 | 982.27 | |
| | | | 11059221081215 | Utilities - Electric | 633.40 | 0.00 | 633.40 | |
| | | | 11059221151215 | Utilities - Gas | 342.63 | 0.00 | 342.63 | |
| | | | 11059221181215 | Utilities - Electric | 7,065.37 | 0.00 | 7,065.37 | |
| | | | 11059221251215 | Utilities - Gas | 444.62 | 0.00 | 444.62 | |
| | | | 11059221351215 | Utilities - Gas | 420.25 | 0.00 | 420.25 | |
| | | | 11059221401215 | Utilities - Gas | 2,726.80 | 0.00 | 2,726.80 | |
| | | | 11059221601215 | Utilities - Gas | 282.22 | 0.00 | 282.22 | |
| | | | 11059221701215 | Utilities - Gas | 290.98 | 0.00 | 290.98 | |
| | | | 11059221731215 | Utilities - Electric | 1,524.16 | 0.00 | 1,524.16 | |
| | | | 11059221851215 | Utilities - Gas | 8.39 | 0.00 | 8.39 | |
| | | | 11059221931215 | Utilities - Electric | 11,155.87 | 0.00 | 11,155.87 | |
| | | | 11059221981215 | Utilities - Electric | 553.39 | 0.00 | 553.39 | |
| | | | 11059222631215 | Utilities - Electric | 1,317.15 | 0.00 | 1,317.15 | |
| | | | 11059222721215 | Utilities - Electric | 644.43 | 0.00 | 644.43 | |
| | | | 11059224061215 | Utilities - Electric | 8,801.68 | 0.00 | 8,801.68 | |
| | | | 11059224271215 | Utilities - Electric | 10.19 | 0.00 | 10.19 | |
| | | | 11059225291215 | Utilities - Electric | 574.60 | 0.00 | 574.60 | |
| | | | 11059225651215 | Utilities - Gas | 3,291.74 | 0.00 | 3,291.74 | |
| | | | 11059226381215 | Utilities - Electric | 5,306.58 | 0.00 | 5,306.58 | |
| | | | 11059227031215 | Utilities - Electric | 552.95 | 0.00 | 552.95 | |

List of All Claims and Bills Approved for Payment
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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|----------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 11059227231215 | Utilities - Electric | 4,297.55 | 0.00 | 4,297.55 | |
| | | | 11059227791215 | Utilities - Electric | 174.01 | 0.00 | 174.01 | |
| | | | 11059228051215 | Utilities - Electric | 5,828.57 | 0.00 | 5,828.57 | |
| | | | 11059228291215 | Utilities - Electric | 78.96 | 0.00 | 78.96 | |
| | | | 11059228581215 | Utilities - Electric | 10,193.26 | 0.00 | 10,193.26 | |
| | | | 11059229931215 | Utilities - Electric | 89.00 | 0.00 | 89.00 | |
| | | | 12847684121215 | Utilities - Electric | 10.98 | 0.00 | 10.98 | |
| | | | 22868920921215 | Utilities - Electric | 113.06 | 0.00 | 113.06 | |
| | | | 35642590101215 | Utilities - Electric | 73.68 | 0.00 | 73.68 | |
| | | | 35642590151215 | Utilities - Electric | 54.45 | 0.00 | 54.45 | |
| | | | 35642590201215 | Utilities - Electric | 61.42 | 0.00 | 61.42 | |
| | | | 35642590251215 | Utilities - Electric | 139.20 | 0.00 | 139.20 | |
| | | | 35642590301215 | Utilities - Electric | 92.40 | 0.00 | 92.40 | |
| | | | 35642590351215 | Utilities - Electric | 73.68 | 0.00 | 73.68 | |
| | | | 35642590401215 | Utilities - Electric | 94.62 | 0.00 | 94.62 | |
| | | | 35642590451215 | Utilities - Electric | 69.42 | 0.00 | 69.42 | |
| | | | 35642590501215 | Utilities - Electric | 56.49 | 0.00 | 56.49 | |
| | | | 35642590651215 | Utilities - Electric | 72.27 | 0.00 | 72.27 | |
| | | | 35642590701215 | Utilities - Electric | 57.69 | 0.00 | 57.69 | |
| | | | 35642590751215 | Utilities - Electric | 89.34 | 0.00 | 89.34 | |
| | | | 35642590801215 | Utilities - Electric | 99.33 | 0.00 | 99.33 | |
| | | | 35642590851215 | Utilities - Electric | 57.98 | 0.00 | 57.98 | |
| | | | 35642590951215 | Utilities - Electric | 22.07 | 0.00 | 22.07 | |
| | | | 35642591001215 | Utilities - Electric | 142.38 | 0.00 | 142.38 | |
| | | | 35642591051215 | Utilities - Electric | 62.59 | 0.00 | 62.59 | |
| | | | 35642591101215 | Utilities - Electric | 56.16 | 0.00 | 56.16 | |
| | | | 35642591151215 | Utilities - Electric | 74.19 | 0.00 | 74.19 | |
| | | | 35642591251215 | Utilities - Electric | 87.63 | 0.00 | 87.63 | |
| | | | 35642591301215 | Utilities - Electric | 37.95 | 0.00 | 37.95 | |
| | | | 35642591351215 | Utilities - Electric | 104.65 | 0.00 | 104.65 | |
| | | | 35642591401215 | Utilities - Electric | 71.13 | 0.00 | 71.13 | |

List of All Claims and Bills Approved for Payment
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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|----------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 35642591451215 | Utilities - Electric | 53.09 | 0.00 | 53.09 | |
| | | | 35642591501215 | Utilities - Electric | 41.35 | 0.00 | 41.35 | |
| | | | 35642591551215 | Utilities - Electric | 44.76 | 0.00 | 44.76 | |
| | | | 35642591601215 | Utilities - Electric | 59.54 | 0.00 | 59.54 | |
| | | | 35642591651215 | Utilities - Electric | 83.73 | 0.00 | 83.73 | |
| | | | 35642591701215 | Utilities - Electric | 78.11 | 0.00 | 78.11 | |
| | | | 35642591751215 | Utilities - Electric | 67.56 | 0.00 | 67.56 | |
| | | | 35642591801215 | Utilities - Electric | 59.38 | 0.00 | 59.38 | |
| | | | 35642591851215 | Utilities - Electric | 57.52 | 0.00 | 57.52 | |
| | | | 35642591901215 | Utilities - Electric | 48.50 | 0.00 | 48.50 | |
| | | | 35642591951215 | Utilities - Electric | 74.36 | 0.00 | 74.36 | |
| | | | 35642592001215 | Utilities - Electric | 92.05 | 0.00 | 92.05 | |
| | | | 35642592051215 | Utilities - Electric | 73.35 | 0.00 | 73.35 | |
| | | | 35642592101215 | Utilities - Electric | 77.93 | 0.00 | 77.93 | |
| | | | 35642592151215 | Utilities - Electric | 75.88 | 0.00 | 75.88 | |
| | | | 35642592201215 | Utilities - Electric | 74.53 | 0.00 | 74.53 | |
| | | | 35642592251215 | Utilities - Electric | 33.69 | 0.00 | 33.69 | |
| | | | 35642592301215 | Utilities - Electric | 53.61 | 0.00 | 53.61 | |
| | | | 35642592351215 | Utilities - Electric | 9.53 | 0.00 | 9.53 | |
| | | | 35642592401215 | Utilities - Electric | 96.49 | 0.00 | 96.49 | |
| | | | 35642592451215 | Utilities - Electric | 48.67 | 0.00 | 48.67 | |
| | | | 35642592501215 | Utilities - Electric | 53.95 | 0.00 | 53.95 | |
| | | | 35642592551215 | Utilities - Electric | 67.90 | 0.00 | 67.90 | |
| | | | 35642592601215 | Utilities - Electric | 73.35 | 0.00 | 73.35 | |
| | | | 35642592651215 | Utilities - Electric | 97.17 | 0.00 | 97.17 | |
| | | | 35642592701215 | Utilities - Electric | 69.60 | 0.00 | 69.60 | |
| | | | 35642592751215 | Utilities - Electric | 55.14 | 0.00 | 55.14 | |
| | | | 35642592801215 | Utilities - Electric | 107.55 | 0.00 | 107.55 | |
| | | | 35642592851215 | Utilities - Electric | 58.20 | 0.00 | 58.20 | |
| | | | 35642592901215 | Utilities - Electric | 58.03 | 0.00 | 58.03 | |
| | | | 35642592951215 | Utilities - Electric | 67.05 | 0.00 | 67.05 | |

List of All Claims and Bills Approved for Payment
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|------------------------|-------------------------|--------------------|--------------------|----------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 35642593001215 | Utilities - Electric | 62.62 | 0.00 | 62.62 | |
| | | | 35642593051215 | Utilities - Electric | 85.60 | 0.00 | 85.60 | |
| | | | 35642593101215 | Utilities - Electric | 71.31 | 0.00 | 71.31 | |
| | | | 35642593201215 | Utilities - Electric | 70.79 | 0.00 | 70.79 | |
| | | | 35642593251215 | Utilities - Electric | 12.42 | 0.00 | 12.42 | |
| | | | 35642593301215 | Utilities - Electric | 73.18 | 0.00 | 73.18 | |
| | | | 35642593351215 | Utilities - Electric | 60.58 | 0.00 | 60.58 | |
| | | | 35642593401215 | Utilities - Electric | 77.26 | 0.00 | 77.26 | |
| | | | 35642593451215 | Utilities - Electric | 59.05 | 0.00 | 59.05 | |
| | | | 35642593501215 | Utilities - Electric | 73.35 | 0.00 | 73.35 | |
| | | | 35642593551215 | Utilities - Electric | 57.86 | 0.00 | 57.86 | |
| | | | 35642593601215 | Utilities - Electric | 84.75 | 0.00 | 84.75 | |
| | | | 35642593651215 | Utilities - Electric | 82.53 | 0.00 | 82.53 | |
| | | | 35642593701215 | Utilities - Electric | 78.45 | 0.00 | 78.45 | |
| | | | 35642593751215 | Utilities - Electric | 53.41 | 0.00 | 53.41 | |
| | | | 35642593801215 | Utilities - Electric | 58.19 | 0.00 | 58.19 | |
| | | | 35642593851215 | Utilities - Electric | 10.51 | 0.00 | 10.51 | |
| | | | 35642593901215 | Utilities - Electric | 56.83 | 0.00 | 56.83 | |
| | | | 35642593951215 | Utilities - Electric | 52.73 | 0.00 | 52.73 | |
| | | | 35642594001215 | Utilities - Electric | 66.40 | 0.00 | 66.40 | |
| | | | 35642594051215 | Utilities - Electric | 40.59 | 0.00 | 40.59 | |
| | | | 35642594101215 | Utilities - Electric | 41.79 | 0.00 | 41.79 | |
| | | | 35642594151215 | Utilities - Electric | 54.26 | 0.00 | 54.26 | |
| | | | 35642594251215 | Utilities - Electric | 107.41 | 0.00 | 107.41 | |
| | | | 35642594301215 | Utilities - Electric | 65.37 | 0.00 | 65.37 | |
| | | | 35642594351215 | Utilities - Electric | 63.84 | 0.00 | 63.84 | |
| | | | 35642594401215 | Utilities - Electric | 58.36 | 0.00 | 58.36 | |
| | | | 35642594451215 | Utilities - Electric | 69.64 | 0.00 | 69.64 | |
| | | | 35642594501215 | Utilities - Electric | 46.91 | 0.00 | 46.91 | |
| | | | 35642594551215 | Utilities - Electric | 93.06 | 0.00 | 93.06 | |
| | | | 35642594601215 | Utilities - Electric | 97.68 | 0.00 | 97.68 | |

List of All Claims and Bills Approved for Payment
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|------------------------|-------------------------|--------------------|--------------------|----------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 35642594651215 | Utilities - Electric | 105.54 | 0.00 | 105.54 | |
| | | | 35642594701215 | Utilities - Electric | 88.97 | 0.00 | 88.97 | |
| | | | 35642594751215 | Utilities - Electric | 76.65 | 0.00 | 76.65 | |
| | | | 35642594801215 | Utilities - Electric | 81.62 | 0.00 | 81.62 | |
| | | | 35642594851215 | Utilities - Electric | 57.22 | 0.00 | 57.22 | |
| | | | 35642594901215 | Utilities - Electric | 65.94 | 0.00 | 65.94 | |
| | | | 35642594951215 | Utilities - Electric | 96.57 | 0.00 | 96.57 | |
| | | | 35642595001215 | Utilities - Electric | 77.24 | 0.00 | 77.24 | |
| | | | 35642595051215 | Utilities - Electric | 77.24 | 0.00 | 77.24 | |
| | | | 35642595101215 | Utilities - Electric | 73.99 | 0.00 | 73.99 | |
| | | | 35642595151215 | Utilities - Electric | 59.61 | 0.00 | 59.61 | |
| | | | 35642595201215 | Utilities - Electric | 82.20 | 0.00 | 82.20 | |
| | | | 35642595251215 | Utilities - Electric | 53.09 | 0.00 | 53.09 | |
| | | | 35642595301215 | Utilities - Electric | 56.84 | 0.00 | 56.84 | |
| | | | 35642595351215 | Utilities - Electric | 59.21 | 0.00 | 59.21 | |
| | | | 35642595401215 | Utilities - Electric | 58.18 | 0.00 | 58.18 | |
| | | | 35642595451215 | Utilities - Electric | 99.29 | 0.00 | 99.29 | |
| | | | 35642595501215 | Utilities - Electric | 45.54 | 0.00 | 45.54 | |
| | | | 35642595551215 | Utilities - Electric | 51.89 | 0.00 | 51.89 | |
| | | | 35642595601215 | Utilities - Electric | 49.67 | 0.00 | 49.67 | |
| | | | 35642595651215 | Utilities - Electric | 53.09 | 0.00 | 53.09 | |
| | | | 35642595701215 | Utilities - Electric | 62.18 | 0.00 | 62.18 | |
| | | | 35642595751215 | Utilities - Electric | 63.73 | 0.00 | 63.73 | |
| | | | 35642595801215 | Utilities - Electric | 56.53 | 0.00 | 56.53 | |
| | | | 35642595851215 | Utilities - Electric | 101.13 | 0.00 | 101.13 | |
| | | | 35642595901215 | Utilities - Electric | 54.29 | 0.00 | 54.29 | |
| | | | 35642595951215 | Utilities - Electric | 103.28 | 0.00 | 103.28 | |
| | | | 35642596001215 | Utilities - Electric | 95.91 | 0.00 | 95.91 | |
| | | | 35642596051215 | Utilities - Electric | 71.86 | 0.00 | 71.86 | |
| | | | 35642596101215 | Utilities - Electric | 67.74 | 0.00 | 67.74 | |
| | | | 35642596151215 | Utilities - Electric | 51.25 | 0.00 | 51.25 | |

List of All Claims and Bills Approved for Payment
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|------------------------|-------------------------|--------------------|--------------------|----------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 35642596201215 | Utilities - Electric | 65.17 | 0.00 | 65.17 | |
| | | | 35642596251215 | Utilities - Electric | 52.97 | 0.00 | 52.97 | |
| | | | 35642596301215 | Utilities - Electric | 65.85 | 0.00 | 65.85 | |
| | | | 35642596351215 | Utilities - Electric | 53.13 | 0.00 | 53.13 | |
| | | | 35642596401215 | Utilities - Electric | 45.77 | 0.00 | 45.77 | |
| | | | 35642596451215 | Utilities - Electric | 96.97 | 0.00 | 96.97 | |
| | | | 35642596501215 | Utilities - Electric | 52.75 | 0.00 | 52.75 | |
| | | | 35642598241215 | Utilities - Electric | 9.86 | 0.00 | 9.86 | |
| | | | 60225900041215 | Utilities - Electric | 50,094.31 | 0.00 | 50,094.31 | |
| | | | 60225900081215 | Utilities - Electric | 8,219.83 | 0.00 | 8,219.83 | |
| | | | 60225900141215 | Utilities - Electric | 39.37 | 0.00 | 39.37 | |
| | | | 60225900151215 | Utilities - Electric | 21.01 | 0.00 | 21.01 | |
| | | | 60225900161215 | Utilities - Electric | 14.07 | 0.00 | 14.07 | |
| | | | 60225900171215 | Utilities - Electric | 10.98 | 0.00 | 10.98 | |
| | | | 60225900221215 | Utilities - Electric | 805.10 | 0.00 | 805.10 | |
| | | | 60225900261215 | Utilities - Electric | 42.15 | 0.00 | 42.15 | |
| | | | 60225900451215 | Utilities - Electric | 187.14 | 0.00 | 187.14 | |
| | | | 60225901981215 | Utilities - Electric | 75.37 | 0.00 | 75.37 | |
| | | | 60225902641215 | Utilities - Electric | 50.05 | 0.00 | 50.05 | |
| | | | 60225902901215 | Utilities - Electric | 340.44 | 0.00 | 340.44 | |
| | | | 60225904171215 | Utilities - Electric | 12.65 | 0.00 | 12.65 | |
| | | | 60225904581215 | Utilities - Electric | 96.55 | 0.00 | 96.55 | |
| | | | 60225905101215 | Utilities - Electric | 4.57 | 0.00 | 4.57 | |
| | | | 60225905571215 | Utilities - Electric | 96.49 | 0.00 | 96.49 | |
| | | | 60225905581215 | Utilities - Electric | 12.52 | 0.00 | 12.52 | |
| | | | 60225905591215 | Utilities - Electric | 12.52 | 0.00 | 12.52 | |
| | | | 60225905601215 | Utilities - Electric | 6,764.66 | 0.00 | 6,764.66 | |
| | | | 60225906211215 | Utilities - Electric | 4.57 | 0.00 | 4.57 | |
| | | | 60225906601215 | Utilities - Electric | 109.37 | 0.00 | 109.37 | |
| | | | 60225908581215 | Utilities - Electric | 33.02 | 0.00 | 33.02 | |
| | | | 60225909051215 | Utilities - Electric | 13.99 | 0.00 | 13.99 | |

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|-------------|--------------|------------------------------|----------------|------------------------|----------------|----------------|-------------|-------------------|
| | | | 60225909411215 | Utilities - Electric | 102.49 | 0.00 | 102.49 | |
| | | | 60225909831215 | Utilities - Electric | 94.23 | 0.00 | 94.23 | |
| | | | 61266000051215 | Utilities - Gas | 2,947.63 | 0.00 | 2,947.63 | |
| | | | 74408230821215 | Utilities - Electric | 70.57 | 0.00 | 70.57 | |
| | | | 81008625371215 | Utilities - Electric | 215.12 | 0.00 | 215.12 | |
| 100276840 | 1/21/16 | PALO ALTO MEDICAL FOUNDATION | 2426 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | \$3,317.52 |
| | | | 2427 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2428 | Pre-Employment Testing | 30.00 | 0.00 | 30.00 | |
| | | | 2429 | Pre-Employment Testing | 57.00 | 0.00 | 57.00 | |
| | | | 2430 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | |
| | | | 2431 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2432 | Pre-Employment Testing | 30.00 | 0.00 | 30.00 | |
| | | | 2433 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | |
| | | | 2434 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2435 | Pre-Employment Testing | 30.00 | 0.00 | 30.00 | |
| | | | 2437 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | |
| | | | 2438 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2440 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | |
| | | | 2441 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2442 | Pre-Employment Testing | 30.00 | 0.00 | 30.00 | |
| | | | 2443 | Pre-Employment Testing | 57.00 | 0.00 | 57.00 | |
| | | | 2444 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | |
| | | | 2445 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2446 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2447 | Pre-Employment Testing | 179.52 | 0.00 | 179.52 | |
| | | | 2450 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | |
| | | | 2451 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2452 | Pre-Employment Testing | 30.00 | 0.00 | 30.00 | |
| | | | 2453 | Pre-Employment Testing | 57.00 | 0.00 | 57.00 | |
| | | | 2454 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | |
| | | | 2455 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/17/2016 through 1/23/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|---|--------------------|---|-----------------------|-----------------------|--------------------|-----------------------|
| | | | 2456 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 2457 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | |
| | | | 2458 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2459 | Pre-Employment Testing | 57.00 | 0.00 | 57.00 | |
| | | | 2475 | Pre-Employment Testing | 35.00 | 0.00 | 35.00 | |
| | | | 2476 | Pre-Employment Testing | 35.00 | 0.00 | 35.00 | |
| | | | 2478 | Pre-Employment Testing | 35.00 | 0.00 | 35.00 | |
| | | | 2479 | Pre-Employment Testing | 30.00 | 0.00 | 30.00 | |
| | | | 2483 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 2484 | Pre-Employment Testing | 75.00 | 0.00 | 75.00 | |
| | | | 2485 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| | | | 2486 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 2487 | Pre-Employment Testing | 125.00 | 0.00 | 125.00 | |
| 100276844 | 1/21/16 | ANEESH KAPUR | BL064747-2016 | Business License Tax | 58.58 | 0.00 | 58.58 | \$58.58 |
| 100276845 | 1/21/16 | CENTRAL VALLEY PAINTING INC | BL069095-2016 | Business License Tax | 58.58 | 0.00 | 58.58 | \$58.58 |
| 100276846 | 1/21/16 | JAVA METRO CENTER INVESTORS LLC | BL067058-CRBA L | Business License Tax | 118.68 | 0.00 | 118.68 | \$118.68 |
| 100276847 | 1/21/16 | LOS GATOS INVESTMENTS | BL035266-2016 | Business License Tax | 175.74 | 0.00 | 175.74 | \$175.74 |
| 100276848 | 1/21/16 | PENINSULA LASHES | BL070339-CRBA L | Business License Tax | 23.44 | 0.00 | 23.44 | \$23.44 |
| 100276849 | 1/21/16 | SMH ASSOCIATES INC | BL052683-2016 | Business License Tax | 117.16 | 0.00 | 117.16 | \$117.16 |
| 100276850 | 1/21/16 | SODEXO AT MANOCARE SUNNYVALE | BL066827-2015 | Business License Tax | 104.04 | 0.00 | 104.04 | \$104.04 |
| 100276851 | 1/21/16 | WEI CHEN | 151679-12396 | Refund Utility Account Credit | 66.25 | 0.00 | 66.25 | \$66.25 |
| 950002457 | 1/19/16 | CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM | 14678155 | Retirement Benefits - PERS - Replacement Benefit Fund | 159,104.04 | 0.00 | 159,104.04 | \$159,104.04 |
| 950002458 | 1/22/16 | INTERNAL REVENUE SERVICE | 950002458 | Employer Taxes - FICA - Total | 311.88 | 0.00 | 311.88 | \$51,700.95 |
| | | | 950002458 | Employer Taxes - Medicare - Total | 51,389.07 | 0.00 | 51,389.07 | |
| 950002459 | 1/21/16 | ICMA RETIREMENT CORP | 950002459 | Retirement Benefits - Deferred Comp - City Portion | 9,558.90 | 0.00 | 9,558.90 | \$10,655.08 |
| | | | 950002459 | Retirement Benefits - PARS | 1,096.18 | 0.00 | 1,096.18 | |
| 950100559 | 1/20/16 | SFPUC WATER DEPARTMENT | 120215-010416 | Water for Resale | 1,492,102.50 | 0.00 | 1,492,102.50 | \$1,621,526.50 |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/17/2016 through 1/23/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|-----------------------------------|---------------------|-----------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|------------------------------|
| | | | 120215-010416 | Purchased Water Related Expenses - Meter Charges | 22,939.00 | 0.00 | 22,939.00 | |
| | | | 120215-010416 | BAWSCA Surcharge | 106,485.00 | 0.00 | 106,485.00 | |
| 950100560 | 1/20/16 | SANTA CLARA VALLEY WATER DISTRICT | TI001968 | Water for Resale | 121,029.44 | 0.00 | 121,029.44 | \$121,029.44 |
| 950100561 | 1/20/16 | WELLS FARGO BANK | 01202016 | Purchasing Card Statement | 99,037.36 | 0.00 | 99,037.36 | \$99,037.36 |
| 950100562 | 1/21/16 | BAY COUNTIES WASTE SERVICES | NOV2015 | Curbside Revenues - Sunnyvale Portion | -28,548.26 | 0.00 | -28,548.26 | \$999,107.05 |
| | | | NOV2015 | Host Fees - SMaRT Station - Public Haul Fees | -5,313.24 | 0.00 | -5,313.24 | |
| | | | NOV2015 | MRF Revenues - SMaRT | -19,032.18 | 0.00 | -19,032.18 | |
| | | | NOV2015 | Kirby Canyon SMaRT Operator | -68,011.15 | 0.00 | -68,011.15 | |
| | | | NOV2015 | Yardwaste - Mountain View | 5,012.19 | 0.00 | 5,012.19 | |
| | | | NOV2015 | Yardwaste - Palo Alto | 1,545.94 | 0.00 | 1,545.94 | |
| | | | NOV2015 | Yardwaste - Sunnyvale | 8,660.95 | 0.00 | 8,660.95 | |
| | | | NOV2015 | Consultants | 1,062.51 | 0.00 | 1,062.51 | |
| | | | NOV2015 | Facilities Equipment | 18,154.40 | 0.00 | 18,154.40 | |
| | | | NOV2015 | General Supplies | 1,573.79 | 0.00 | 1,573.79 | |
| | | | NOV2015 | HazMat Disposal - Hazardous Waste Disposal | 22,384.50 | 0.00 | 22,384.50 | |
| | | | NOV2015 | SMaRT Contractor Payment | 1,061,617.60 | 0.00 | 1,061,617.60 | |
| Grand Total Payment Amount | | | | | | | | <u>\$5,094,001.68</u> |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 2106896 | 1/28/16 | AIMEE FOSBENNER | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 258.21 | 0.00 | 258.21 | \$258.21 |
| 2106897 | 1/28/16 | ALEX MICHAELIS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106898 | 1/28/16 | ANNABEL YURUTUCU | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 539.34 | 0.00 | 539.34 | \$539.34 |
| 2106899 | 1/28/16 | BYRON K PIPKIN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,031.03 | 0.00 | 1,031.03 | \$1,031.03 |
| 2106900 | 1/28/16 | CATHY E MERRILL | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 258.21 | 0.00 | 258.21 | \$258.21 |
| 2106901 | 1/28/16 | CATHY HAYNES | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,317.77 | 0.00 | 1,317.77 | \$1,317.77 |
| 2106902 | 1/28/16 | CHARLES J SCHWABE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106903 | 1/28/16 | CHERYL BUNNELL | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 734.97 | 0.00 | 734.97 | \$734.97 |
| 2106904 | 1/28/16 | CHRIS CARRION | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 734.97 | 0.00 | 734.97 | \$734.97 |
| 2106905 | 1/28/16 | CORYN CAMPBELL | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 346.56 | 0.00 | 346.56 | \$346.56 |
| 2106906 | 1/28/16 | DAN HAMMONS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,274.39 | 0.00 | 1,274.39 | \$1,274.39 |
| 2106907 | 1/28/16 | DAVID A LEWIS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,020.57 | 0.00 | 1,020.57 | \$1,020.57 |
| 2106908 | 1/28/16 | DAVID KAHN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 867.84 | 0.00 | 867.84 | \$867.84 |
| 2106909 | 1/28/16 | DAVID L NIETO | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 539.34 | 0.00 | 539.34 | \$539.34 |
| 2106910 | 1/28/16 | DAVID L VERBRUGGE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,884.10 | 0.00 | 1,884.10 | \$1,884.10 |
| 2106911 | 1/28/16 | DAVID M GOTT | | | | | | \$346.56 |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 346.56 | 0.00 | 346.56 | |
| 2106912 | 1/28/16 | DEE SCHABOT | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,274.39 | 0.00 | 1,274.39 | \$1,274.39 |
| 2106913 | 1/28/16 | DON JOHNSON | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 492.65 | 0.00 | 492.65 | \$492.65 |
| 2106914 | 1/28/16 | DONALD R OLSEN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106915 | 1/28/16 | DONNA A SCOTT | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106916 | 1/28/16 | DOUGLAS MELLO | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 518.45 | 0.00 | 518.45 | \$518.45 |
| 2106917 | 1/28/16 | ENCARNACION HERNANDEZ | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 233.72 | 0.00 | 233.72 | \$233.72 |
| 2106918 | 1/28/16 | ERWIN YOUNG | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,052.90 | 0.00 | 1,052.90 | \$1,052.90 |
| 2106919 | 1/28/16 | ESTRELLA AGRAVIADOR KAWCZYNSKI | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 621.47 | 0.00 | 621.47 | \$621.47 |
| 2106920 | 1/28/16 | EUGENE J WADDELL | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,091.71 | 0.00 | 1,091.71 | \$1,091.71 |
| 2106921 | 1/28/16 | FRANK CURTIS BLACK | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 551.77 | 0.00 | 551.77 | \$551.77 |
| 2106922 | 1/28/16 | FRANK P BELLUCCI | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106923 | 1/28/16 | GABRIEL A SILVA | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106924 | 1/28/16 | GARY K CARLS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 406.77 | 0.00 | 406.77 | \$406.77 |
| 2106925 | 1/28/16 | GARY LUEBBERS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 346.56 | 0.00 | 346.56 | \$346.56 |
| 2106926 | 1/28/16 | GLENN FORTIN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 641.03 | 0.00 | 641.03 | \$641.03 |
| 2106927 | 1/28/16 | GREGORY E KEVIN | | | | | | \$641.03 |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 641.03 | 0.00 | 641.03 | |
| 2106928 | 1/28/16 | HIRA L RAINA | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 406.77 | 0.00 | 406.77 | \$406.77 |
| 2106929 | 1/28/16 | IRWIN I BAKIN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106930 | 1/28/16 | JAMES A BRICE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106931 | 1/28/16 | JAMES BOUZIANE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 635.01 | 0.00 | 635.01 | \$635.01 |
| 2106932 | 1/28/16 | JAMES R RAND | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106933 | 1/28/16 | JAMES WEBB JR | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 285.73 | 0.00 | 285.73 | \$285.73 |
| 2106934 | 1/28/16 | JEROME P AMMERMAN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 734.97 | 0.00 | 734.97 | \$734.97 |
| 2106935 | 1/28/16 | JERRY D BAKER | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106936 | 1/28/16 | JERRY RONDEAU | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106937 | 1/28/16 | JOHN ADDEO | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106938 | 1/28/16 | JOHN DEBATTISTA | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 734.97 | 0.00 | 734.97 | \$734.97 |
| 2106939 | 1/28/16 | JOHN HOWE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 539.34 | 0.00 | 539.34 | \$539.34 |
| 2106940 | 1/28/16 | JOHN S WITTHAUS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,884.10 | 0.00 | 1,884.10 | \$1,884.10 |
| 2106941 | 1/28/16 | KAREN D WILLES | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106942 | 1/28/16 | KAREN L DAVIS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 131.30 | 0.00 | 131.30 | \$131.30 |
| 2106943 | 1/28/16 | KAREN WOBLESKY | | | | | | \$1,020.57 |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,020.57 | 0.00 | 1,020.57 | |
| 2106944 | 1/28/16 | KATHERINE B CHAPPELEAR | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106945 | 1/28/16 | KATHRYN BERRY | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,274.39 | 0.00 | 1,274.39 | \$1,274.39 |
| 2106946 | 1/28/16 | KELLY FITZGERALD | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 641.03 | 0.00 | 641.03 | \$641.03 |
| 2106947 | 1/28/16 | KELLY MENEHAN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 131.30 | 0.00 | 131.30 | \$131.30 |
| 2106948 | 1/28/16 | KENNETH C HOWELL | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106949 | 1/28/16 | LELAND W VANDIVER | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106950 | 1/28/16 | MARIO R NAPPI | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106951 | 1/28/16 | MARK G PETERSEN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,554.13 | 0.00 | 1,554.13 | \$1,554.13 |
| 2106952 | 1/28/16 | MARK STIVERS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,031.03 | 0.00 | 1,031.03 | \$1,031.03 |
| 2106953 | 1/28/16 | MARVIN A ROSE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,884.10 | 0.00 | 1,884.10 | \$1,884.10 |
| 2106954 | 1/28/16 | MICHAEL A CHAN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,884.10 | 0.00 | 1,884.10 | \$1,884.10 |
| 2106955 | 1/28/16 | MICHAEL CURRAN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 518.45 | 0.00 | 518.45 | \$518.45 |
| 2106956 | 1/28/16 | MICHAEL N JONES | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106957 | 1/28/16 | MYRIAM CASTANEDA | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,072.90 | 0.00 | 1,072.90 | \$1,072.90 |
| 2106958 | 1/28/16 | NANCY BOLGARD STEWARD | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,020.57 | 0.00 | 1,020.57 | \$1,020.57 |
| 2106959 | 1/28/16 | NANCY F JACKSON | | | | | | \$58.11 |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|----------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | |
| 2106960 | 1/28/16 | OSCAR J BARBA | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106961 | 1/28/16 | PATRICIA E CASTILLO | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106962 | 1/28/16 | RAE BARBARA WALDMAN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106963 | 1/28/16 | RAYMOND C WILLIAMSON | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 346.56 | 0.00 | 346.56 | \$346.56 |
| 2106964 | 1/28/16 | RICHARD C GURNEY | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,020.57 | 0.00 | 1,020.57 | \$1,020.57 |
| 2106965 | 1/28/16 | ROBERT PATERNOSTER | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 316.98 | 0.00 | 316.98 | \$316.98 |
| 2106966 | 1/28/16 | ROMOLA GEORGIA | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106967 | 1/28/16 | RONALD DALBA | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 641.03 | 0.00 | 641.03 | \$641.03 |
| 2106968 | 1/28/16 | SCOTT MORTON | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,182.85 | 0.00 | 1,182.85 | \$1,182.85 |
| 2106969 | 1/28/16 | SIMON C LEMUS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,554.13 | 0.00 | 1,554.13 | \$1,554.13 |
| 2106970 | 1/28/16 | SONJA GUPTE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106971 | 1/28/16 | STEVEN D PIGOTT | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 591.67 | 0.00 | 591.67 | \$591.67 |
| 2106972 | 1/28/16 | TAMMY PARKHURST | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 635.01 | 0.00 | 635.01 | \$635.01 |
| 2106973 | 1/28/16 | THEODORE R BRESLER | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106974 | 1/28/16 | THERESE BALBO | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 944.69 | 0.00 | 944.69 | \$944.69 |
| 2106975 | 1/28/16 | THOMAS A BAISLEY | | | | | | \$58.11 |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|------------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | |
| 2106976 | 1/28/16 | TIM CARLYLE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 641.03 | 0.00 | 641.03 | \$641.03 |
| 2106977 | 1/28/16 | TIM JOHNSON | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 641.03 | 0.00 | 641.03 | \$641.03 |
| 2106978 | 1/28/16 | TONY J PEREZ | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 518.45 | 0.00 | 518.45 | \$518.45 |
| 2106979 | 1/28/16 | WILLIAM BIELINSKI | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 492.65 | 0.00 | 492.65 | \$492.65 |
| 2106980 | 1/28/16 | WILLIAM F POWERS | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 2106981 | 1/28/16 | WILLIAM L DISQUE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 536.22 | 0.00 | 536.22 | \$536.22 |
| 100276852 | 1/26/16 | 3M TRAFFIC SAFETY SYSTEMS DIVISION | TP76178 | Materials - Land Improve | 3,401.16 | 0.00 | 3,401.16 | \$3,401.16 |
| 100276853 | 1/26/16 | AMS.NET INC | 0002474 | Communication Equipment | 402.10 | 0.00 | 402.10 | \$402.10 |
| 100276854 | 1/26/16 | AT&T | 2251170301 | Software As a Service | 61.16 | 0.00 | 61.16 | \$61.16 |
| 100276855 | 1/26/16 | AT&T | 000007562100 | Utilities - Telephone | 39.38 | 0.00 | 39.38 | \$17,572.46 |
| | | | 000007562109 | Utilities - Telephone | 14,588.19 | 0.00 | 14,588.19 | |
| | | | 000007562497 | Utilities - Telephone | 2,907.25 | 0.00 | 2,907.25 | |
| | | | 000007562697 | Utilities - Telephone | 37.64 | 0.00 | 37.64 | |
| 100276856 | 1/26/16 | ABLE SEPTIC TANK SERVICE | AFJ-15-151 | Construction Services | 2,346.00 | 0.00 | 2,346.00 | \$2,346.00 |
| 100276857 | 1/26/16 | AIR EXCHANGE INC | 37481 | Automotive Maintenance & Repair Labor | 411.52 | 0.00 | 411.52 | \$411.52 |
| | | | 37583 | Automotive Maintenance & Repair Labor | -411.52 | 0.00 | -411.52 | |
| | | | 37584 | Facilities Maint & Repair - Labor | 333.22 | 0.00 | 333.22 | |
| | | | 37584 | Facilities Maint & Repair - Materials | 78.30 | 0.00 | 78.30 | |
| 100276858 | 1/26/16 | ALTA PLANNING + DESIGN INC | 00-2015-294-3 | Consultants | 5,611.00 | 0.00 | 5,611.00 | \$5,611.00 |
| 100276859 | 1/26/16 | AMFASOFT CORP | HARLAB-02 | DED Services/Training - Training | 290.00 | 0.00 | 290.00 | \$5,815.00 |
| | | | HENANA-01 | DED Services/Training - Training | 4,950.00 | 0.00 | 4,950.00 | |
| | | | JOHNMERC-02 | DED Services/Training - Training | 182.50 | 0.00 | 182.50 | |
| | | | JUDWEL-03 | DED Services/Training - Training | 77.50 | 0.00 | 77.50 | |

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Sorted by Payment Number

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|--------------------|---------------------|--|--------------------|---|-----------------------|-----------------------|--------------------|----------------------|
| | | | JUDWELSAPFI-02 | DED Services/Training - Training | 315.00 | 0.00 | 315.00 | |
| 100276860 | 1/26/16 | AREA TRUCK DRIVING SCHOOL | 7466 | DED Services/Training - Training | 679.45 | 0.00 | 679.45 | \$679.45 |
| 100276861 | 1/26/16 | AZTEC CONSULTANTS | ANAEROBC123#21 | Construction Services | 206,353.58 | 0.00 | 206,353.58 | \$206,353.58 |
| 100276863 | 1/26/16 | BANK OF SACRAMENTO | ANAEROBC123#21 | Construction Project Contract Retainage | 10,860.72 | 0.00 | 10,860.72 | \$10,860.72 |
| 100276864 | 1/26/16 | BAUER COMPRESSORS INC | 0000206610 | Clothing, Uniforms & Access | 1,018.76 | 0.00 | 1,018.76 | \$1,018.76 |
| 100276865 | 1/26/16 | BERT S ESPINOSA | BLDEC2015 | Medical Services | 3,750.00 | 0.00 | 3,750.00 | \$3,750.00 |
| 100276866 | 1/26/16 | CMRTA | 60 | Membership Fees | 100.00 | 0.00 | 100.00 | \$100.00 |
| 100276867 | 1/26/16 | CITY OF FOSTER CITY | 9711 | Professional Services | 13,899.00 | 0.00 | 13,899.00 | \$13,899.00 |
| 100276868 | 1/26/16 | CITY OF SANTA CLARA MUNICIPAL UTILITIES | JAN2016 | Utilities - Electric | 519.38 | 0.00 | 519.38 | \$519.38 |
| 100276869 | 1/26/16 | COUNTY OF SANTA CLARA OFC OF THE SHERIFF | 1800050744 | Prisoner Transport | 103.70 | 0.00 | 103.70 | \$103.70 |
| 100276870 | 1/26/16 | DEPARTMENT OF JUSTICE | 142556 | Pre-Employment Testing | 992.00 | 0.00 | 992.00 | \$992.00 |
| 100276871 | 1/26/16 | EMPIRE SAFETY & SUPPLY | 0077889-IN | Inventory Purchase | 894.22 | 0.00 | 894.22 | \$894.22 |
| 100276872 | 1/26/16 | ESPINOZA TREE SERVICE | 54 | Professional Services | 700.00 | 0.00 | 700.00 | \$1,400.00 |
| | | | 55 | Professional Services | 700.00 | 0.00 | 700.00 | |
| 100276873 | 1/26/16 | EXAMINETICS INC | 153412 | Occupational Health and Safety Services | 5,720.00 | 0.00 | 5,720.00 | \$5,720.00 |
| 100276874 | 1/26/16 | FERGUSON ENTERPRISES INC | 1142815-1 | Inventory Purchase | 467.63 | 4.30 | 463.33 | \$463.33 |
| 100276875 | 1/26/16 | FIRST PLACE INC | 83758 | Customized Products | 114.66 | 0.00 | 114.66 | \$343.52 |
| | | | 83782 | Customized Products | 114.43 | 0.00 | 114.43 | |
| | | | 83801 | Customized Products | 114.43 | 0.00 | 114.43 | |
| 100276876 | 1/26/16 | GARDENLAND POWER EQUIPMENT | 342318 | Misc Equip Maint & Repair - Materials | 523.71 | 0.00 | 523.71 | \$599.43 |
| | | | 342318 | Hand Tools | 75.72 | 0.00 | 75.72 | |
| 100276877 | 1/26/16 | GOLDEN GATE PETROLEUM | 672940 | Inventory Purchase | 1,434.13 | 0.00 | 1,434.13 | \$1,434.13 |
| 100276878 | 1/26/16 | GREENESPORT ASSN | SUN_W120115 | Rec Instructors/Officials | 450.00 | 0.00 | 450.00 | \$450.00 |
| 100276879 | 1/26/16 | JOBTRAIN | NOV2015 | Contracts/Service Agreements | 34,514.00 | 0.00 | 34,514.00 | \$34,514.00 |
| 100276880 | 1/26/16 | KELLY MOORE PAINT CO INC | 820-281619 | Bldg Maint Matls & Supplies | 3.36 | 0.00 | 3.36 | \$68.08 |
| | | | 820-282086 | Bldg Maint Matls & Supplies | 64.72 | 0.00 | 64.72 | |
| 100276881 | 1/26/16 | KELLY PAPER CO | 7711039 | General Supplies | 565.56 | 0.00 | 565.56 | \$947.16 |

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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | 7716351 | General Supplies | 381.60 | 0.00 | 381.60 | |
| 100276882 | 1/26/16 | KIDZ LOVE SOCCER | 2015FA-A15B | Rec Instructors/Officials | 8,330.00 | 0.00 | 8,330.00 | \$8,330.00 |
| 100276883 | 1/26/16 | KOHLWEISS AUTO PARTS INC | 01OP9554 | Parts, Vehicles & Motor Equip | 34.18 | 0.00 | 34.18 | \$316.30 |
| | | | 01OQ2302 | Inventory Purchase | 182.69 | 3.65 | 179.04 | |
| | | | 01OQ2909 | Inventory Purchase | 57.68 | 1.15 | 56.53 | |
| | | | 01OQ3002 | Inventory Purchase | 43.26 | 0.87 | 42.39 | |
| | | | 01OQ3199 | Inventory Purchase | 4.24 | 0.08 | 4.16 | |
| 100276884 | 1/26/16 | LC ACTION POLICE SUPPLY | 341417 | Clothing, Uniforms & Access | 56.50 | 0.00 | 56.50 | \$13,608.13 |
| | | | 341484 | Ballistic Equipment - Body Armor/Vests | 788.44 | 0.00 | 788.44 | |
| | | | 341488 | Clothing, Uniforms & Access | 3,596.36 | 0.00 | 3,596.36 | |
| | | | 341693 | Clothing, Uniforms & Access | 435.00 | 0.00 | 435.00 | |
| | | | 341695 | Clothing, Uniforms & Access | 126.43 | 0.00 | 126.43 | |
| | | | 341696 | Clothing, Uniforms & Access | 91.97 | 0.00 | 91.97 | |
| | | | 341912 | Ballistic Equipment - Body Armor/Vests | 788.44 | 0.00 | 788.44 | |
| | | | 342039 | Clothing, Uniforms & Access | 103.26 | 0.00 | 103.26 | |
| | | | 342078 | Clothing, Uniforms & Access | 330.60 | 0.00 | 330.60 | |
| | | | 342369 | Clothing, Uniforms & Access | 212.67 | 0.00 | 212.67 | |
| | | | 342369 | General Supplies | 921.59 | 0.00 | 921.59 | |
| | | | 342372 | Clothing, Uniforms & Access | 65.27 | 0.00 | 65.27 | |
| | | | 342492 | Ballistic Equipment - Body Armor/Vests | 788.44 | 0.00 | 788.44 | |
| | | | 342580 | Clothing, Uniforms & Access | 718.13 | 0.00 | 718.13 | |
| | | | 342586 | Clothing, Uniforms & Access | 69.98 | 0.00 | 69.98 | |
| | | | 342627 | Clothing, Uniforms & Access | 144.64 | 0.00 | 144.64 | |
| | | | 342693 | Clothing, Uniforms & Access | 155.99 | 0.00 | 155.99 | |
| | | | 342693 | General Supplies | 675.95 | 0.00 | 675.95 | |
| | | | 342906 | Clothing, Uniforms & Access | 389.47 | 0.00 | 389.47 | |
| | | | 342906 | General Supplies | 1,687.66 | 0.00 | 1,687.66 | |
| | | | 342909 | Clothing, Uniforms & Access | 528.26 | 0.00 | 528.26 | |
| | | | 343001 | Clothing, Uniforms & Access | 174.95 | 0.00 | 174.95 | |
| | | | 343001 | General Supplies | 758.13 | 0.00 | 758.13 | |
| 100276886 | 1/26/16 | LEAN ENERGY US | 201661-A | Professional Services | 2,470.85 | 0.00 | 2,470.85 | \$2,470.85 |

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|--------------------|---------------------|-----------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 100276887 | 1/26/16 | LEIU | 16-158 | Membership Fees | 595.00 | 0.00 | 595.00 | \$595.00 |
| 100276888 | 1/26/16 | LAWSON PRODUCTS INC | 9303817323 | Miscellaneous Equipment Parts & Supplies | 369.12 | 0.00 | 369.12 | \$369.12 |
| 100276889 | 1/26/16 | LIEBERT CASSIDY WHITMORE | 1415464 | Legal Services | 559.95 | 0.00 | 559.95 | \$559.95 |
| 100276890 | 1/26/16 | M & R REPAIR CO | 10769 | Facilities Maint & Repair - Labor | 120.00 | 0.00 | 120.00 | \$388.61 |
| | | | 10769 | Facilities Maint & Repair - Materials | 268.61 | 0.00 | 268.61 | |
| 100276891 | 1/26/16 | MALLORY SAFETY & SUPPLY LLC | 4029510 | Inventory Purchase | 299.06 | 0.00 | 299.06 | \$532.76 |
| | | | 4029609 | Inventory Purchase | 129.30 | 0.00 | 129.30 | |
| | | | 4029877 | Inventory Purchase | 104.40 | 0.00 | 104.40 | |
| 100276892 | 1/26/16 | MCMASTER CARR SUPPLY CO | 46377535 | Miscellaneous Equipment Parts & Supplies | 191.54 | 0.00 | 191.54 | \$1,012.54 |
| | | | 47126384 | Miscellaneous Equipment Parts & Supplies | 54.15 | 0.00 | 54.15 | |
| | | | 47218669 | Hand Tools | 106.02 | 0.00 | 106.02 | |
| | | | 47270796 | Miscellaneous Equipment Parts & Supplies | 540.25 | 0.00 | 540.25 | |
| | | | 47294119 | Miscellaneous Equipment Parts & Supplies | 120.58 | 0.00 | 120.58 | |
| 100276893 | 1/26/16 | MEDIWASTE DISPOSAL LLC | 0000008133 | HazMat Disposal - Hazardous Waste Disposal | 50.00 | 0.00 | 50.00 | \$50.00 |
| 100276894 | 1/26/16 | MIDWEST TAPE | 93588368 | Library Acquis, Audio/Visual | 331.58 | 0.00 | 331.58 | \$1,038.93 |
| | | | 93588410 | Library Acquis, Audio/Visual | 110.91 | 0.00 | 110.91 | |
| | | | 93593038 | Library Acquis, Audio/Visual | 232.57 | 0.00 | 232.57 | |
| | | | 93593222 | Library Acquis, Audio/Visual | 154.08 | 0.00 | 154.08 | |
| | | | 93593230 | Library Acquis, Audio/Visual | 133.67 | 0.00 | 133.67 | |
| | | | 93594034 | Library Acquis, Audio/Visual | 38.06 | 0.00 | 38.06 | |
| | | | 93594035 | Library Acquis, Audio/Visual | 38.06 | 0.00 | 38.06 | |
| 100276895 | 1/26/16 | MISSION LINEN SERVICE | 501412743 | Laundry & Cleaning Services | 50.94 | 0.00 | 50.94 | \$627.98 |
| | | | 501430319 | Laundry & Cleaning Services | 39.82 | 0.00 | 39.82 | |
| | | | 501430323 | Laundry & Cleaning Services | 50.94 | 0.00 | 50.94 | |
| | | | 501454573 | Laundry & Cleaning Services | 50.94 | 0.00 | 50.94 | |
| | | | 501476241 | Laundry & Cleaning Services | 39.82 | 0.00 | 39.82 | |
| | | | 501476245 | Laundry & Cleaning Services | 28.70 | 0.00 | 28.70 | |
| | | | 501505041 | Laundry & Cleaning Services | 54.96 | 0.00 | 54.96 | |
| | | | 501519509 | Laundry & Cleaning Services | 39.82 | 0.00 | 39.82 | |
| | | | 501519513 | Laundry & Cleaning Services | 52.62 | 0.00 | 52.62 | |

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| | | | 501546433 | Laundry & Cleaning Services | 39.82 | 0.00 | 39.82 | |
| | | | 501568735 | Laundry & Cleaning Services | 39.82 | 0.00 | 39.82 | |
| | | | 501568739 | Laundry & Cleaning Services | 52.62 | 0.00 | 52.62 | |
| | | | 501601240 | Laundry & Cleaning Services | 11.88 | 0.00 | 11.88 | |
| | | | 501619308 | Laundry & Cleaning Services | 29.39 | 0.00 | 29.39 | |
| | | | 501619312 | Laundry & Cleaning Services | 45.89 | 0.00 | 45.89 | |
| 100276897 | 1/26/16 | MOUNTAIN VIEW LOS ALTOS ADULT SCHOOL | 010516A | DED Services/Training - Training | 192.50 | 0.00 | 192.50 | \$192.50 |
| 100276898 | 1/26/16 | NETFILE | 4377 | Software As a Service | 4,162.50 | 0.00 | 4,162.50 | \$4,162.50 |
| 100276899 | 1/26/16 | P&R PAPER SUPPLY CO INC | 30065075-00 | Inventory Purchase | 405.72 | 0.00 | 405.72 | \$405.72 |
| 100276900 | 1/26/16 | PAYFLEX SYSTEMS USA INC | 128934-781544 | Insurances - Depend Care & Health Care Rmb Admin Fees | 1,075.50 | 0.00 | 1,075.50 | \$1,075.50 |
| 100276902 | 1/26/16 | PACIFIC TELEMAGEMENT SERVICES | 809173 | Utilities - Telephone | 75.00 | 0.00 | 75.00 | \$75.00 |
| 100276903 | 1/26/16 | PALO ALTO CHAMBER OF COMMERCE | 12162 | Membership Fees | 350.00 | 0.00 | 350.00 | \$350.00 |
| 100276904 | 1/26/16 | PEARSON BUICK GMC | 270225 | Parts, Vehicles & Motor Equip | 43.48 | 0.00 | 43.48 | \$40.30 |
| | | | 270287 | Parts, Vehicles & Motor Equip | 40.30 | 0.00 | 40.30 | |
| | | | CM270225 | Parts, Vehicles & Motor Equip | -43.48 | 0.00 | -43.48 | |
| 100276905 | 1/26/16 | PETERSON POWER SYSTEMS INC | PC240029033 | Miscellaneous Equipment Parts & Supplies | 284.38 | 0.00 | 284.38 | \$10,126.60 |
| | | | SW240128074 | Misc Equip Maint & Repair - Labor | 1,700.00 | 0.00 | 1,700.00 | |
| | | | SW240128074 | Misc Equip Maint & Repair - Materials | 818.41 | 0.00 | 818.41 | |
| | | | SW240128075 | Misc Equip Maint & Repair - Labor | 1,360.00 | 0.00 | 1,360.00 | |
| | | | SW240128075 | Misc Equip Maint & Repair - Materials | 882.20 | 0.00 | 882.20 | |
| | | | SW240128076 | Misc Equip Maint & Repair - Labor | 3,400.00 | 0.00 | 3,400.00 | |
| | | | SW240128076 | Misc Equip Maint & Repair - Materials | 1,681.61 | 0.00 | 1,681.61 | |
| 100276906 | 1/26/16 | PLANET FUTSAL | 2016-107 | Rec Instructors/Officials | 1,806.00 | 0.00 | 1,806.00 | \$1,806.00 |
| 100276907 | 1/26/16 | POLYDYNE INC | 1017578 | Chemicals | 36,053.64 | 0.00 | 36,053.64 | \$36,053.64 |
| 100276908 | 1/26/16 | PORTNOV COMPUTER SCHOOL | 01-01-16 | DED Services/Training - Training | 599.00 | 0.00 | 599.00 | \$7,197.00 |
| | | | 01-05-16 | DED Services/Training - Training | 599.00 | 0.00 | 599.00 | |
| | | | 01-06-16 | DED Services/Training - Training | 599.00 | 0.00 | 599.00 | |
| | | | 01-10-16 | DED Services/Training - Training | 5,400.00 | 0.00 | 5,400.00 | |
| 100276909 | 1/26/16 | PROSPECT SILICON VALLEY | NV1215 | Contracts/Service Agreements | 2,288.00 | 0.00 | 2,288.00 | \$2,288.00 |
| 100276910 | 1/26/16 | QUALITY COUNTS LLC | 136414 | Engineering Services | 3,340.00 | 0.00 | 3,340.00 | \$5,380.00 |

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| | | | 136529 | Engineering Services | 2,040.00 | 0.00 | 2,040.00 | |
| 100276911 | 1/26/16 | READYREFRESH BY NESTLE | 16A0023249071 | General Supplies | 37.81 | 0.00 | 37.81 | \$287.81 |
| | | | 16A0024199309 | Miscellaneous Services | 59.47 | 0.00 | 59.47 | |
| | | | 16A0025819772 | General Supplies | 30.07 | 0.00 | 30.07 | |
| | | | 16A5740146005 | Miscellaneous Services | 160.46 | 0.00 | 160.46 | |
| 100276912 | 1/26/16 | REED & GRAHAM INC | 852706 | Materials - Land Improve | 2,600.41 | 0.00 | 2,600.41 | \$8,225.43 |
| | | | 852793 | Materials - Land Improve | 2,956.77 | 0.00 | 2,956.77 | |
| | | | 852923 | Materials - Land Improve | 2,668.25 | 0.00 | 2,668.25 | |
| 100276913 | 1/26/16 | SCS ENGINEERS | 0267151 | Consultants | 590.00 | 0.00 | 590.00 | \$590.00 |
| 100276914 | 1/26/16 | SCS FIELD SERVICES INC | 0269583 | Services Maintain Land Improv | 1,325.00 | 0.00 | 1,325.00 | \$2,100.13 |
| | | | 0269583A | Services Maintain Land Improv | 775.13 | 0.00 | 775.13 | |
| 100276915 | 1/26/16 | SRN INC | 952202 | Miscellaneous Equipment | 2,650.16 | 0.00 | 2,650.16 | \$2,650.16 |
| 100276916 | 1/26/16 | SAFEWAY INC | 434049-012016 | General Supplies | 48.81 | 0.00 | 48.81 | \$194.85 |
| | | | 438830-010816 | Food Products | 24.07 | 0.00 | 24.07 | |
| | | | 723159-011216 | Food Products | 45.00 | 0.00 | 45.00 | |
| | | | 723169-011216R | Food Products | -45.00 | 0.00 | -45.00 | |
| | | | 724016-121615 | General Supplies | 25.47 | 0.00 | 25.47 | |
| | | | 726262-011916 | Food Products | 46.33 | 0.00 | 46.33 | |
| | | | 806021-011916 | Food Products | 50.17 | 0.00 | 50.17 | |
| 100276917 | 1/26/16 | SAN FRANCISCO BAY BIRD OBSERVATORY | 895 | Water Lab Services | 1,569.00 | 0.00 | 1,569.00 | \$1,569.00 |
| 100276918 | 1/26/16 | SANTA CLARA VALLEY HEALTH & HOSPITAL SYS | H5673540301 | Medical Services | 1,773.00 | 0.00 | 1,773.00 | \$1,773.00 |
| 100276919 | 1/26/16 | SMART & FINAL INC | 118704-113015 | General Supplies | 39.09 | 0.00 | 39.09 | \$292.45 |
| | | | 148014-011516 | Food Products | 64.11 | 0.00 | 64.11 | |
| | | | 148014-011516 | General Supplies | 23.01 | 0.00 | 23.01 | |
| | | | 150206-011916 | Food Products | 50.36 | 0.00 | 50.36 | |
| | | | 150206-011916 | General Supplies | 45.62 | 0.00 | 45.62 | |
| | | | 150442-011916 | Food Products | 31.38 | 0.00 | 31.38 | |
| | | | 150442-011916 | General Supplies | 38.88 | 0.00 | 38.88 | |
| 100276920 | 1/26/16 | SOUTHERN FOLGER DETENTION EQUIPMENT CO | 102 | Bldg Maint Matls & Supplies | 109.88 | 0.00 | 109.88 | \$109.88 |

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| 100276921 | 1/26/16 | SPORTZANIA INC DBA SKYHAWKS SPORTS | 2028 | Rec Instructors/Officials | 12,876.50 | 0.00 | 12,876.50 | \$12,876.50 |
| 100276922 | 1/26/16 | STUDIO EM GRAPHIC DESIGN | 15969 | Advertising Services | 353.44 | 0.00 | 353.44 | \$4,785.00 |
| | | | 15970 | Advertising Services | 516.56 | 0.00 | 516.56 | |
| | | | 15972 | Graphics Services | 3,915.00 | 0.00 | 3,915.00 | |
| 100276923 | 1/26/16 | SUMMIT UNIFORMS | 27822 | Clothing, Uniforms & Access | 170.74 | 0.00 | 170.74 | \$14,914.96 |
| | | | 27895 | Clothing, Uniforms & Access | 47.85 | 0.00 | 47.85 | |
| | | | 27896 | Clothing, Uniforms & Access | 11.96 | 0.00 | 11.96 | |
| | | | 27897 | Clothing, Uniforms & Access | 11.96 | 0.00 | 11.96 | |
| | | | 27898 | Clothing, Uniforms & Access | 11.96 | 0.00 | 11.96 | |
| | | | 27899 | Clothing, Uniforms & Access | 11.96 | 0.00 | 11.96 | |
| | | | 27900 | Clothing, Uniforms & Access | 11.96 | 0.00 | 11.96 | |
| | | | 27901 | Clothing, Uniforms & Access | 11.96 | 0.00 | 11.96 | |
| | | | 27902 | Clothing, Uniforms & Access | 11.96 | 0.00 | 11.96 | |
| | | | 27903 | Clothing, Uniforms & Access | 23.93 | 0.00 | 23.93 | |
| | | | 27904 | Clothing, Uniforms & Access | 303.41 | 0.00 | 303.41 | |
| | | | 27905 | Clothing, Uniforms & Access | 303.41 | 0.00 | 303.41 | |
| | | | 27906 | Clothing, Uniforms & Access | 290.36 | 0.00 | 290.36 | |
| | | | 27907 | Clothing, Uniforms & Access | 322.99 | 0.00 | 322.99 | |
| | | | 27908 | Clothing, Uniforms & Access | 82.65 | 0.00 | 82.65 | |
| | | | 27909 | Clothing, Uniforms & Access | 190.31 | 0.00 | 190.31 | |
| | | | 27910 | Clothing, Uniforms & Access | 160.95 | 0.00 | 160.95 | |
| | | | 27911 | Clothing, Uniforms & Access | 160.95 | 0.00 | 160.95 | |
| | | | 27913 | Clothing, Uniforms & Access | 662.29 | 0.00 | 662.29 | |
| | | | 27914 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |
| | | | 27915 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |
| | | | 27916 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |
| | | | 27917 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |
| | | | 27918 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |
| | | | 27919 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |
| | | | 27920 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|-----------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 27921 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |
| | | | 27922 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |
| | | | 27926 | Clothing, Uniforms & Access | 26.10 | 0.00 | 26.10 | |
| | | | 27930 | Clothing, Uniforms & Access | 287.10 | 0.00 | 287.10 | |
| | | | 27943 | Clothing, Uniforms & Access | 390.18 | 0.00 | 390.18 | |
| | | | 27946 | Clothing, Uniforms & Access | 53.05 | 0.00 | 53.05 | |
| | | | 27969 | Clothing, Uniforms & Access | 107.66 | 0.00 | 107.66 | |
| | | | 28117 | Clothing, Uniforms & Access | 207.71 | 0.00 | 207.71 | |
| | | | 28118 | Clothing, Uniforms & Access | 736.24 | 0.00 | 736.24 | |
| | | | 28119 | Clothing, Uniforms & Access | 478.50 | 0.00 | 478.50 | |
| | | | 28120 | Clothing, Uniforms & Access | 445.88 | 0.00 | 445.88 | |
| | | | 28121 | Clothing, Uniforms & Access | 42.41 | 0.00 | 42.41 | |
| | | | 28122 | Clothing, Uniforms & Access | 84.83 | 0.00 | 84.83 | |
| | | | 28123 | Clothing, Uniforms & Access | 315.38 | 0.00 | 315.38 | |
| | | | 28125 | Clothing, Uniforms & Access | 101.14 | 0.00 | 101.14 | |
| | | | 28126 | Clothing, Uniforms & Access | 191.40 | 0.00 | 191.40 | |
| | | | 28127 | Clothing, Uniforms & Access | 373.01 | 0.00 | 373.01 | |
| | | | 28128 | Clothing, Uniforms & Access | 100.05 | 0.00 | 100.05 | |
| | | | 28129 | Clothing, Uniforms & Access | 315.38 | 0.00 | 315.38 | |
| | | | 28130 | Clothing, Uniforms & Access | 100.05 | 0.00 | 100.05 | |
| | | | 28131 | Clothing, Uniforms & Access | 200.10 | 0.00 | 200.10 | |
| | | | 28132 | Clothing, Uniforms & Access | 200.10 | 0.00 | 200.10 | |
| | | | 28133 | Clothing, Uniforms & Access | 215.33 | 0.00 | 215.33 | |
| | | | 28134 | Clothing, Uniforms & Access | 415.43 | 0.00 | 415.43 | |
| | | | 28135 | Clothing, Uniforms & Access | 73.95 | 0.00 | 73.95 | |
| | | | 28136 | Clothing, Uniforms & Access | 160.95 | 0.00 | 160.95 | |
| | | | 28137 | Clothing, Uniforms & Access | 160.95 | 0.00 | 160.95 | |
| | | | 28138 | Clothing, Uniforms & Access | 331.69 | 0.00 | 331.69 | |
| | | | 28140 | Clothing, Uniforms & Access | 698.18 | 0.00 | 698.18 | |
| | | | 28143 | Clothing, Uniforms & Access | 431.74 | 0.00 | 431.74 | |
| | | | 28165 | Clothing, Uniforms & Access | 520.68 | 0.00 | 520.68 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|--------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | 28192 | Clothing, Uniforms & Access | 378.45 | 0.00 | 378.45 | |
| | | | 28233 | Clothing, Uniforms & Access | 303.41 | 0.00 | 303.41 | |
| | | | 28277 | Clothing, Uniforms & Access | 545.93 | 0.00 | 545.93 | |
| | | | 28278 | Clothing, Uniforms & Access | 545.93 | 0.00 | 545.93 | |
| | | | 28279 | Clothing, Uniforms & Access | 322.99 | 0.00 | 322.99 | |
| | | | 28280 | Clothing, Uniforms & Access | 139.20 | 0.00 | 139.20 | |
| | | | 28281 | Clothing, Uniforms & Access | 139.20 | 0.00 | 139.20 | |
| | | | 28282 | Clothing, Uniforms & Access | 126.15 | 0.00 | 126.15 | |
| | | | 28533 | Clothing, Uniforms & Access | 125.06 | 0.00 | 125.06 | |
| | | | 28534 | Clothing, Uniforms & Access | 215.33 | 0.00 | 215.33 | |
| | | | 28535 | Clothing, Uniforms & Access | 26.10 | 0.00 | 26.10 | |
| | | | 28536 | Clothing, Uniforms & Access | 13.05 | 0.00 | 13.05 | |
| | | | 28538 | Clothing, Uniforms & Access | 13.05 | 0.00 | 13.05 | |
| | | | 28539 | Clothing, Uniforms & Access | 27.75 | 0.00 | 27.75 | |
| | | | 28540 | Clothing, Uniforms & Access | 126.15 | 0.00 | 126.15 | |
| | | | 28541 | Clothing, Uniforms & Access | 126.15 | 0.00 | 126.15 | |
| | | | 28542 | Clothing, Uniforms & Access | 228.38 | 0.00 | 228.38 | |
| | | | 28570 | Clothing, Uniforms & Access | 26.10 | 0.00 | 26.10 | |
| | | | 28591 | Clothing, Uniforms & Access | 252.30 | 0.00 | 252.30 | |
| 100276929 | 1/26/16 | SUNNYVALE BUILDING MAINTENANCE | 98527 | Professional Services | 7,421.00 | 0.00 | 7,421.00 | \$26,371.52 |
| | | | 98528 | Professional Services | 18,950.52 | 0.00 | 18,950.52 | |
| 100276930 | 1/26/16 | SUNNYVALE FORD | 460814 | Parts, Vehicles & Motor Equip | 62.07 | 0.00 | 62.07 | \$110.36 |
| | | | 460888 | Parts, Vehicles & Motor Equip | 48.29 | 0.00 | 48.29 | |
| 100276931 | 1/26/16 | SUNNYVALE TOWING INC | 298158 | Vehicle Towing Services | 200.00 | 0.00 | 200.00 | \$200.00 |
| 100276932 | 1/26/16 | SUPPLYWORKS | 1749701-01 | Inventory Purchase | 368.50 | 3.69 | 364.81 | \$1,789.31 |
| | | | 1753539-00 | Inventory Purchase | 1,438.89 | 14.39 | 1,424.50 | |
| 100276933 | 1/26/16 | TALBOTS STEAM CLEANING | 962 | Professional Services | 2,300.00 | 0.00 | 2,300.00 | \$2,300.00 |
| 100276934 | 1/26/16 | TELSTAR INSTRUMENTS INC | 84191 | Miscellaneous Equipment Parts & Supplies | 402.51 | 0.00 | 402.51 | \$5,392.61 |
| | | | 84211 | Miscellaneous Equipment Parts & Supplies | 4,990.10 | 0.00 | 4,990.10 | |
| 100276935 | 1/26/16 | TIBURON INC | PA0000512 | Software Licensing & Support | 102,534.00 | 0.00 | 102,534.00 | \$102,534.00 |
| 100276936 | 1/26/16 | TINT OF CLASS | 161130 | Facilities Maint & Repair - Labor | 345.00 | 0.00 | 345.00 | \$636.45 |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|-------------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | 161130 | Facilities Maint & Repair - Materials | 291.45 | 0.00 | 291.45 | |
| 100276937 | 1/26/16 | TURF & INDUSTRIAL EQUIPMENT CO | IV14508 | Parts, Vehicles & Motor Equip | 359.33 | 0.00 | 359.33 | \$359.33 |
| 100276938 | 1/26/16 | TURF STAR INC | 6918312-01 | Misc Equip Maint & Repair - Materials | 105.77 | 0.00 | 105.77 | \$105.77 |
| 100276939 | 1/26/16 | UC REGENTS | 934920-161 | DED Services/Training - Training | 293.50 | 0.00 | 293.50 | \$6,773.50 |
| | | | 959010-161 | DED Services/Training - Training | 3,240.00 | 0.00 | 3,240.00 | |
| | | | 969748-161 | DED Services/Training - Training | 3,240.00 | 0.00 | 3,240.00 | |
| 100276940 | 1/26/16 | US PIPE FABRICATION | INV0004245 | Miscellaneous Equipment Parts & Supplies | 607.05 | 0.00 | 607.05 | \$9,013.42 |
| | | | INV004408 | Miscellaneous Equipment Parts & Supplies | 8,406.37 | 0.00 | 8,406.37 | |
| 100276941 | 1/26/16 | USDA-APHIS GENERAL | 3001863994 | Services Maintain Land Improv | 698.45 | 0.00 | 698.45 | \$698.45 |
| 100276942 | 1/26/16 | UNITED PARCEL SERVICE | 0000966608016 | Mailing & Delivery Services | 730.51 | 0.00 | 730.51 | \$730.51 |
| 100276943 | 1/26/16 | UNITED ROTARY BRUSH CORP | CI180492 | Parts, Vehicles & Motor Equip | 319.68 | 0.00 | 319.68 | \$319.68 |
| 100276945 | 1/26/16 | UNIVERSAL SECURITY & FIRE INC | 61601749 | Comm Equip Maintain & Repair - Materials 2 | 5,487.50 | 0.00 | 5,487.50 | \$5,487.50 |
| 100276946 | 1/26/16 | UNIVERSITY OF CALIFORNIA SANTA CRUZ | 56805 | DED Services/Training - Training | 303.00 | 0.00 | 303.00 | \$16,035.00 |
| | | | 56977 | DED Services/Training - Training | 5,400.00 | 0.00 | 5,400.00 | |
| | | | 56993 | DED Services/Training - Training | 4,932.00 | 0.00 | 4,932.00 | |
| | | | 56995 | DED Services/Training - Training | 5,400.00 | 0.00 | 5,400.00 | |
| 100276947 | 1/26/16 | VWR INTERNATIONAL LLC | 8043594084 | General Supplies | 25.96 | 0.00 | 25.96 | \$575.70 |
| | | | 8043604481 | General Supplies | 270.76 | 0.00 | 270.76 | |
| | | | 8043644646 | General Supplies | 278.98 | 0.00 | 278.98 | |
| 100276948 | 1/26/16 | VEOLIA ES TECHNICAL SOLUTIONS LLC | EW1043879 | Materials - Land Improve | 1,471.01 | 0.00 | 1,471.01 | \$1,471.01 |
| 100276949 | 1/26/16 | VERIZON WIRELESS | 9758566021 | Utilities - Mobile Phones - City Mobile Phones | 195.51 | 0.00 | 195.51 | \$195.51 |
| 100276950 | 1/26/16 | VINCENT ELECTRIC MOTOR CO | 0901616 | Misc Equip Maint & Repair - Labor | 1,987.50 | 0.00 | 1,987.50 | \$2,557.56 |
| | | | 0901616 | Misc Equip Maint & Repair - Materials | 570.06 | 0.00 | 570.06 | |
| 100276951 | 1/26/16 | VLACH REPAIR SERVICE | 13542 | Comm Equip Maintain & Repair - Labor 1 | 40.00 | 0.00 | 40.00 | \$50.11 |
| | | | 13542 | Comm Equip Maintain & Repair - Materials 2 | 10.11 | 0.00 | 10.11 | |
| 100276952 | 1/26/16 | WELLS FARGO FINANCIAL LEASING | 5002760757 | Equipment Rental/Lease | 171.71 | 0.00 | 171.71 | \$171.71 |
| 100276953 | 1/26/16 | WINSUPPLY OF SILICON VALLEY | 653290 00 | Bldg Maint Matls & Supplies | 107.14 | 0.00 | 107.14 | \$1,657.24 |
| | | | 653491 00 | Miscellaneous Equipment Parts & Supplies | 217.27 | 0.00 | 217.27 | |
| | | | 653491 01 | Miscellaneous Equipment Parts & Supplies | 234.00 | 0.00 | 234.00 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|-------------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | 653519 01 | Miscellaneous Equipment Parts & Supplies | 165.76 | 0.00 | 165.76 | |
| | | | 653569 00 | Miscellaneous Equipment Parts & Supplies | 433.68 | 0.00 | 433.68 | |
| | | | 653569 02 | Miscellaneous Equipment Parts & Supplies | 341.23 | 0.00 | 341.23 | |
| | | | 653570 00 | Miscellaneous Equipment Parts & Supplies | 53.14 | 0.00 | 53.14 | |
| | | | 653571 00 | Miscellaneous Equipment Parts & Supplies | 79.42 | 0.00 | 79.42 | |
| | | | 653571 02 | Miscellaneous Equipment Parts & Supplies | 43.07 | 0.00 | 43.07 | |
| | | | 653710 00 | Bldg Maint Matls & Supplies | -103.76 | 0.00 | -103.76 | |
| | | | 653711 00 | Bldg Maint Matls & Supplies | 59.80 | 0.00 | 59.80 | |
| | | | 653964 00 | General Supplies | 26.49 | 0.00 | 26.49 | |
| 100276954 | 1/26/16 | YAHOO ACCOUNTS RECEIVABLE | INT REF#283480 | Investigation Expense | 126.60 | 0.00 | 126.60 | \$126.60 |
| 100276955 | 1/26/16 | WAITER.COM INC | G0105770961 | Food Products | 145.36 | 0.00 | 145.36 | \$145.36 |
| 100276956 | 1/26/16 | CORIX WATER PRODUCTS (US) INC | 17513035772 | Inventory Purchase | 1,388.70 | 12.77 | 1,375.93 | \$11,562.13 |
| | | | 17613000938 | Inventory Purchase | 5,880.12 | 54.07 | 5,826.05 | |
| | | | 17613001310 | Inventory Purchase | 4,523.73 | 41.60 | 4,482.13 | |
| | | | 17613001312 | Inventory Purchase | 208.80 | 1.92 | 206.88 | |
| | | | 1761500110 | Inventory Purchase | -328.86 | 0.00 | -328.86 | |
| 100276957 | 1/26/16 | LA COUNTY SHERIFFS DEPARTMENT | 162537JJ | Training and Conferences | 970.00 | 0.00 | 970.00 | \$970.00 |
| 100276958 | 1/26/16 | PALO ALTO MEDICAL FOUNDATION | 1000 | Medical Services | 35.00 | 0.00 | 35.00 | \$14,698.85 |
| | | | 1001 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1002 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 1003 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 1004 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1005 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1006 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1007 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 1008 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 1009 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1010 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1011 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1012 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 1013 | Medical Services | 35.00 | 0.00 | 35.00 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|--------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 1014 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1016 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1017 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 1018 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1019 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1021 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1022 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 1023 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1024 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1025 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1026 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1027 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 1028 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1029 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1030 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1031 | Medical Services | 12.37 | 0.00 | 12.37 | |
| | | | 1032 | Medical Services | 12.38 | 0.00 | 12.38 | |
| | | | 1033 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1034 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1035 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1036 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1037 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1038 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 1039 | Medical Services | 45.00 | 0.00 | 45.00 | |
| | | | 1040 | Medical Services | 79.00 | 0.00 | 79.00 | |
| | | | 1041 | Medical Services | 77.00 | 0.00 | 77.00 | |
| | | | 1042 | Medical Services | 12.37 | 0.00 | 12.37 | |
| | | | 1043 | Medical Services | 12.38 | 0.00 | 12.38 | |
| | | | 1044 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 1045 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 1046 | Medical Services | 96.00 | 0.00 | 96.00 | |

List of All Claims and Bills Approved for Payment
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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|--------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 1047 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 1050 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 1051 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 1052 | Medical Services | 18.00 | 0.00 | 18.00 | |
| | | | 1053 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 1054 | Medical Services | 290.00 | 0.00 | 290.00 | |
| | | | 1055 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 1056 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 831 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 832 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 833 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 834 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 835 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 839 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 840 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 841 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 842 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 843 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 844 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 845 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 846 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 847 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 848 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 849 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 850 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 851 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 852 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 853 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 854 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 855 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 856 | Medical Services | 35.00 | 0.00 | 35.00 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|----------------|-----------------|-------------|-------------|------------------|----------------|----------------|-------------|---------------|
| | | | 857 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 858 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 859 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 860 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 863 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 864 | Medical Services | 23.50 | 0.00 | 23.50 | |
| | | | 865 | Medical Services | 23.50 | 0.00 | 23.50 | |
| | | | 866 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 867 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 868 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 869 | Medical Services | 0.35 | 0.00 | 0.35 | |
| | | | 870 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 871 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 872 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 873 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 874 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 875 | Medical Services | 290.00 | 0.00 | 290.00 | |
| | | | 876 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 877 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 878 | Medical Services | 19.00 | 0.00 | 19.00 | |
| | | | 879 | Medical Services | 33.00 | 0.00 | 33.00 | |
| | | | 880 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 881 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 882 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 883 | Medical Services | 290.00 | 0.00 | 290.00 | |
| | | | 884 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 885 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 886 | Medical Services | 40.00 | 0.00 | 40.00 | |
| | | | 887 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 888 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 889 | Medical Services | 75.00 | 0.00 | 75.00 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|--------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 890 | Medical Services | 290.00 | 0.00 | 290.00 | |
| | | | 891 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 892 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 893 | Medical Services | 19.00 | 0.00 | 19.00 | |
| | | | 894 | Medical Services | 33.00 | 0.00 | 33.00 | |
| | | | 895 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 896 | Medical Services | 290.00 | 0.00 | 290.00 | |
| | | | 897 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 898 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 899 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 900 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 901 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 902 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 903 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 904 | Medical Services | 290.00 | 0.00 | 290.00 | |
| | | | 905 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 906 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 907 | Medical Services | 40.00 | 0.00 | 40.00 | |
| | | | 908 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 909 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 911 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 912 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 913 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 914 | Medical Services | 290.00 | 0.00 | 290.00 | |
| | | | 915 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 916 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 917 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 918 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 919 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 920 | Medical Services | 18.00 | 0.00 | 18.00 | |
| | | | 922 | Medical Services | 290.00 | 0.00 | 290.00 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|------------------------|-------------------------|--------------------|--------------------|--------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 923 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 924 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 925 | Medical Services | 290.00 | 0.00 | 290.00 | |
| | | | 926 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 927 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 928 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 929 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 930 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 931 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 932 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 933 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 934 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 935 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 936 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 937 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 938 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 939 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 940 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 941 | Medical Services | 75.00 | 0.00 | 75.00 | |
| | | | 942 | Medical Services | 96.00 | 0.00 | 96.00 | |
| | | | 943 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 944 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 945 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 946 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 947 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 948 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 949 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 950 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 951 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 952 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 953 | Medical Services | 35.00 | 0.00 | 35.00 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|----------------|-----------------|-------------|-------------|------------------|----------------|----------------|-------------|---------------|
| | | | 954 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 955 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 956 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 957 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 959 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 960 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 961 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 963 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 964 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 965 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 966 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 967 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 968 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 969 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 971 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 972 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 973 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 974 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 977 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 978 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 979 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 980 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 981 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 982 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 983 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 984 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 986 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 987 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 988 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 989 | Medical Services | 35.00 | 0.00 | 35.00 | |
| | | | 991 | Medical Services | 35.00 | 0.00 | 35.00 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|------------------------------|--------------------|-------------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 992 | Medical Services | 125.00 | 0.00 | 125.00 | |
| | | | 996 | Medical Services | 47.00 | 0.00 | 47.00 | |
| | | | 997 | Medical Services | 104.00 | 0.00 | 104.00 | |
| | | | 998 | Medical Services | 105.00 | 0.00 | 105.00 | |
| | | | 999 | Medical Services | 35.00 | 0.00 | 35.00 | |
| 100276974 | 1/26/16 | STATE FIRE TRAINING | BITONTI FF2 | Training and Conferences | 40.00 | 0.00 | 40.00 | \$200.00 |
| | | | GRIFFITH FF2 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | HARTMAN FF2 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | JOHNSON FF2 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | NUNES FF2 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| 100276975 | 1/26/16 | STATE FIRE TRAINING | FRANCIS FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | \$440.00 |
| | | | KAKIS FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | LIMON FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | LONG FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | MCCULLOCH FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | MEYER FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | MULA FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | SILVER FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | SOURA FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | SULAIMAN FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| | | | SUTTERFD FF1 | Training and Conferences | 40.00 | 0.00 | 40.00 | |
| 100276976 | 1/26/16 | BAUDELIO GOMEZ | 298862 | Refund Recreation Fees | 350.00 | 0.00 | 350.00 | \$350.00 |
| 100276977 | 1/26/16 | BRENDA RIVAS | 298859 | Refund Recreation Fees | 350.00 | 0.00 | 350.00 | \$350.00 |
| 100276978 | 1/26/16 | CLAUDIA LU | 298590 | Refund Recreation Fees | 22.00 | 0.00 | 22.00 | \$22.00 |
| 100276979 | 1/26/16 | GEETA PUROHIT | 298565 | Refund Recreation Fees | 11.00 | 0.00 | 11.00 | \$11.00 |
| 100276980 | 1/26/16 | IRMA FLORIN | 298560 | Refund Recreation Fees | 11.00 | 0.00 | 11.00 | \$11.00 |
| 100276981 | 1/26/16 | MARGARET CURRY | 298558 | Refund Recreation Fees | 11.00 | 0.00 | 11.00 | \$11.00 |
| 100276982 | 1/26/16 | MARINA GOLDVERG | 298285 | Refund Recreation Fees | 158.00 | 0.00 | 158.00 | \$158.00 |
| 100276983 | 1/26/16 | MOFFETT PARK DRIVE OWNER LLC | 175129-290 | Refund Utility Account Credit | 5,741.30 | 0.00 | 5,741.30 | \$5,741.30 |
| 100276984 | 1/26/16 | MONICA AHARONOFF | 298570 | Refund Recreation Fees | 22.00 | 0.00 | 22.00 | \$22.00 |

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| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount | Taken | Amount Paid | Payment Total |
|--------------------|---------------------|-------------------------------------|--------------------|---------------------------------------|-----------------------|-----------------|--------------|--------------------|----------------------|
| 100276985 | 1/26/16 | PARUL UMRIGAR | 298568 | Refund Recreation Fees | 11.00 | | 0.00 | 11.00 | \$11.00 |
| 100276986 | 1/26/16 | PAVEL GUTSA | 298580 | Refund Recreation Fees | 22.00 | | 0.00 | 22.00 | \$22.00 |
| 100276987 | 1/26/16 | RAM ASUR | 298881 | Refund Recreation Fees | 500.00 | | 0.00 | 500.00 | \$500.00 |
| 100276988 | 1/26/16 | ROBERT CLAPP | 298574 | Refund Recreation Fees | 22.00 | | 0.00 | 22.00 | \$22.00 |
| 100276989 | 1/26/16 | ROBERT NEIVERT | 163473-72006 | Refund Utility Account Credit | 5,834.57 | | 0.00 | 5,834.57 | \$5,834.57 |
| 100276990 | 1/26/16 | SAMAGUEY MARTINEZ | 298868 | Refund Recreation Fees | 350.00 | | 0.00 | 350.00 | \$350.00 |
| 100276991 | 1/26/16 | VIJAYASANKAR DHANAPAL | 298569 | Refund Recreation Fees | 11.00 | | 0.00 | 11.00 | \$11.00 |
| 100276998 | 1/28/16 | 3T EQUIPMENT CO INC | 65119 | Miscellaneous Equipment | 764.95 | | 0.00 | 764.95 | \$764.95 |
| 100276999 | 1/28/16 | AAA SPEEDY SMOG TEST ONLY STATION | 020862 | Auto Maint & Repair - Labor | 40.00 | | 0.00 | 40.00 | \$40.00 |
| 100277000 | 1/28/16 | ACE FIRE EQUIPMENT & SERVICE CO INC | 133703 | Inventory Purchase | 290.38 | | 0.00 | 290.38 | \$290.38 |
| 100277001 | 1/28/16 | ACUSHNET CO | 901810854 | Inventory Purchase | 3,492.00 | | 0.00 | 3,492.00 | \$3,749.09 |
| | | | 901876939 | Inventory Purchase | 262.01 | | 4.92 | 257.09 | |
| 100277002 | 1/28/16 | ADVANCED FUEL SERVICES INC | 903438 | Auto Maint & Repair - Labor | 131.25 | | 0.00 | 131.25 | \$208.23 |
| | | | 903438 | Auto Maint & Repair - Materials | 76.98 | | 0.00 | 76.98 | |
| 100277003 | 1/28/16 | ALPINE AWARDS INC | 294303 | Clothing, Uniforms & Access | 40.56 | | 0.00 | 40.56 | \$40.56 |
| 100277004 | 1/28/16 | APPLEONE EMPLOYMENT SERVICES | 01-3898420 | Contracts/Service Agreements | 2,773.38 | | 0.00 | 2,773.38 | \$8,658.10 |
| | | | 01-3922296 | Contracts/Service Agreements | 5,884.72 | | 0.00 | 5,884.72 | |
| 100277005 | 1/28/16 | AUTOSCRIBE CORP | 148134 | Financial Services | 1,099.86 | | 0.00 | 1,099.86 | \$2,484.18 |
| | | | 149120 | Financial Services | 1,384.32 | | 0.00 | 1,384.32 | |
| 100277006 | 1/28/16 | B & A FRICTION MATERIALS INC | 549816 | Parts, Vehicles & Motor Equip | 254.75 | | 0.00 | 254.75 | \$254.75 |
| 100277007 | 1/28/16 | BACKFLOW PREVENTION SPECIALISTS INC | 4980 | Misc Equip Maint & Repair - Materials | 154.59 | | 0.00 | 154.59 | \$1,661.55 |
| | | | 4982 | Misc Equip Maint & Repair - Materials | 504.44 | | 0.00 | 504.44 | |
| | | | 4983 | Misc Equip Maint & Repair - Materials | 45.08 | | 0.00 | 45.08 | |
| | | | 4984 | Misc Equip Maint & Repair - Materials | 957.44 | | 0.00 | 957.44 | |
| 100277008 | 1/28/16 | BAKER & TAYLOR | 4011476049 | Library Acquisitions, Books | 37.27 | | 0.00 | 37.27 | \$639.13 |
| | | | 4011476049 | Library Materials Preprocessing | 6.36 | | 0.00 | 6.36 | |
| | | | 4011483178 | Library Acquisitions, Books | 570.04 | | 0.00 | 570.04 | |
| | | | 4011483178 | Library Materials Preprocessing | 25.46 | | 0.00 | 25.46 | |
| 100277009 | 1/28/16 | BAY-VALLEY PEST CONTROL INC | 0201227 | Facilities Maint & Repair - Labor | 43.00 | | 0.00 | 43.00 | \$408.00 |
| | | | 0201228 | Facilities Maint & Repair - Labor | 43.00 | | 0.00 | 43.00 | |
| | | | 0201229 | Facilities Maint & Repair - Labor | 43.00 | | 0.00 | 43.00 | |

List of All Claims and Bills Approved for Payment
For Payments Dated 1/24/2016 through 1/30/2016

Sorted by Payment Number

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|--------------------|---------------------|----------------------------------|--------------------|-----------------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 0201230 | Facilities Maint & Repair - Labor | 43.00 | 0.00 | 43.00 | |
| | | | 0201231 | Facilities Maint & Repair - Labor | 43.00 | 0.00 | 43.00 | |
| | | | 0201232 | Facilities Maint & Repair - Labor | 43.00 | 0.00 | 43.00 | |
| | | | 0201238 | Facilities Maint & Repair - Labor | 64.00 | 0.00 | 64.00 | |
| | | | 0201248 | Facilities Maint & Repair - Labor | 86.00 | 0.00 | 86.00 | |
| 100277011 | 1/28/16 | BOUND TREE MEDICAL LLC | 82018061 | Supplies, First Aid | 1,115.85 | 0.00 | 1,115.85 | \$5,771.45 |
| | | | 82033852 | Inventory Purchase | 4,655.60 | 0.00 | 4,655.60 | |
| 100277012 | 1/28/16 | BRAND MECHANICS INC | SUN/004 | Consultants | 375.00 | 0.00 | 375.00 | \$375.00 |
| 100277013 | 1/28/16 | CPS EXECUTIVE SEARCH | SOP39860 | Personnel Testing Services | 1,023.00 | 0.00 | 1,023.00 | \$4,279.00 |
| | | | SOP39886 | Personnel Testing Services | 1,320.00 | 0.00 | 1,320.00 | |
| | | | SOP40463 | Personnel Testing Services | 693.00 | 0.00 | 693.00 | |
| | | | SOP40648 | Personnel Testing Services | 1,243.00 | 0.00 | 1,243.00 | |
| 100277014 | 1/28/16 | CSG CONSULTANTS INC | 031538 | Consultants | 5,720.00 | 0.00 | 5,720.00 | \$5,720.00 |
| 100277015 | 1/28/16 | CALCON SYSTEMS INC | 36909 | Contracts/Service Agreements | 1,352.68 | 0.00 | 1,352.68 | \$1,352.68 |
| 100277016 | 1/28/16 | CALIFORNIA DEPARTMENT OF JUSTICE | 144725 | Software As a Service | 1,876.98 | 0.00 | 1,876.98 | \$1,876.98 |
| 100277018 | 1/28/16 | CENTURY GRAPHICS | 43355 | Clothing, Uniforms & Access | 39.20 | 0.00 | 39.20 | \$990.26 |
| | | | 43356 | Clothing, Uniforms & Access | 182.70 | 0.00 | 182.70 | |
| | | | 43357 | Clothing, Uniforms & Access | 243.60 | 0.00 | 243.60 | |
| | | | 43358 | Clothing, Uniforms & Access | 121.80 | 0.00 | 121.80 | |
| | | | 43621 | Clothing, Uniforms & Access | 19.32 | 0.00 | 19.32 | |
| | | | 43621 | General Supplies | 19.33 | 0.00 | 19.33 | |
| | | | 43687 | Clothing, Uniforms & Access | 364.31 | 0.00 | 364.31 | |
| 100277019 | 1/28/16 | CHANG TAI DO KARATE & FITNESS | 2015-06 | Rec Instructors/Officials | 3,082.44 | 0.00 | 3,082.44 | \$3,082.44 |
| 100277020 | 1/28/16 | CITYGATE ASSOCIATES LLC | 23824 | Consultants | 7,950.00 | 0.00 | 7,950.00 | \$7,950.00 |
| 100277021 | 1/28/16 | COAST PERSONNEL SERVICES INC | 241616 | Contracts/Service Agreements | 832.00 | 0.00 | 832.00 | \$4,275.44 |
| | | | 241729 | Contracts/Service Agreements | 832.00 | 0.00 | 832.00 | |
| | | | 241730 | Contracts/Service Agreements | 870.48 | 0.00 | 870.48 | |
| | | | 241731 | Contracts/Service Agreements | 870.48 | 0.00 | 870.48 | |
| | | | 241732 | Contracts/Service Agreements | 870.48 | 0.00 | 870.48 | |
| 100277022 | 1/28/16 | CROP PRODUCTION SERVICES INC | 28754427 | Materials - Land Improve | 353.44 | 0.00 | 353.44 | \$1,023.34 |
| | | | 28773301 | Materials - Land Improve | 669.90 | 0.00 | 669.90 | |

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|--------------------|---------------------|--|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 100277023 | 1/28/16 | CYBERSOURCE CORP | 235955215726 | Software As a Service | 75.00 | 0.00 | 75.00 | \$75.00 |
| 100277024 | 1/28/16 | DEBRA CHROMCZAK | 35 | Consultants | 247.50 | 0.00 | 247.50 | \$787.50 |
| | | | 36 | Consultants | 540.00 | 0.00 | 540.00 | |
| 100277025 | 1/28/16 | DELL MARKETING LP | XJW6W5TM6 | Computer Hardware | 3,749.80 | 0.00 | 3,749.80 | \$5,737.81 |
| | | | XJW6W6KP1 | Computer Hardware | 1,988.01 | 0.00 | 1,988.01 | |
| 100277026 | 1/28/16 | DYNAMIC INTERFACE SYSTEMS CORP | LL503-9297 | Software Licensing & Support | 1,446.38 | 0.00 | 1,446.38 | \$1,446.38 |
| 100277027 | 1/28/16 | EOA INC | SU43-1015 | Consultants | 16,826.89 | 0.00 | 16,826.89 | \$16,826.89 |
| 100277029 | 1/28/16 | EAST BAY PUMP & EQUIPMENT CO INC | 212756 | Facilities Maint & Repair - Labor | 7,750.00 | 0.00 | 7,750.00 | \$7,750.00 |
| 100277030 | 1/28/16 | ESBRO | 21304 | Chemicals | 789.74 | 0.00 | 789.74 | \$789.74 |
| 100277031 | 1/28/16 | ETHOSOFT INC | 1360 | Computer Software | 35,200.00 | 0.00 | 35,200.00 | \$35,200.00 |
| 100277032 | 1/28/16 | EWING IRRIGATION PRODUCTS INC | 815034 | Materials - Land Improve | 361.87 | 0.00 | 361.87 | \$361.87 |
| 100277033 | 1/28/16 | FAST RESPONSE ON-SITE TESTING INC | 12547 | Medical Services | 550.00 | 0.00 | 550.00 | \$1,525.00 |
| | | | 12547 | Contracts/Service Agreements | 975.00 | 0.00 | 975.00 | |
| 100277034 | 1/28/16 | FEDERAL EXPRESS CORP | 5-260-83027 | Mailing & Delivery Services | 5.80 | 0.00 | 5.80 | \$5.80 |
| 100277035 | 1/28/16 | FERGUSON ENTERPRISES INC | 1133565 | Water Meters | 275.77 | 0.00 | 275.77 | \$275.77 |
| 100277036 | 1/28/16 | FERRARA FIRE APPARATUS INC | INV00000W75148 | Parts, Vehicles & Motor Equip | 149.01 | 0.00 | 149.01 | \$149.01 |
| 100277037 | 1/28/16 | FOSTER BROS SECURITY SYSTEMS INC | 275661 | Misc Equip Maint & Repair - Labor | 416.00 | 0.00 | 416.00 | \$862.16 |
| | | | 275724 | Misc Equip Maint & Repair - Labor | 255.85 | 0.00 | 255.85 | |
| | | | 276091 | Bldg Maint Matls & Supplies | 190.31 | 0.00 | 190.31 | |
| 100277038 | 1/28/16 | FRANK A OLSEN CO INC | 234530 | Miscellaneous Equipment Parts & Supplies | 523.77 | 0.00 | 523.77 | \$523.77 |
| 100277039 | 1/28/16 | GARDENLAND POWER EQUIPMENT | 345000 | Misc Equip Maint & Repair - Materials | 228.25 | 0.00 | 228.25 | \$228.25 |
| 100277040 | 1/28/16 | GOLDER ASSOC INC | 435554 | Engineering Services | 3,711.99 | 0.00 | 3,711.99 | \$3,711.99 |
| 100277041 | 1/28/16 | GOODYEAR COMMERCIAL TIRE & SERVICE CTR | 189-1089995 | Parts, Vehicles & Motor Equip | 141.00 | 0.00 | 141.00 | \$772.62 |
| | | | 189-1090023 | Parts, Vehicles & Motor Equip | 420.58 | 0.00 | 420.58 | |
| | | | 189-1090038 | Parts, Vehicles & Motor Equip | 211.04 | 0.00 | 211.04 | |
| 100277042 | 1/28/16 | GORILLA METALS | 183681 | General Supplies | 702.72 | 0.00 | 702.72 | \$702.72 |
| 100277043 | 1/28/16 | GRANITE CONSTRUCTION CO | 927015 | Materials - Land Improve | 1,680.84 | 0.00 | 1,680.84 | \$1,680.84 |
| 100277044 | 1/28/16 | GRANITEROCK CO | 938786 | Materials - Land Improve | 6,957.02 | 0.00 | 6,957.02 | \$6,957.02 |
| 100277045 | 1/28/16 | GROVER LANDSCAPE SERVICES | 0241321 | Services Maintain Land Improv | 4,410.00 | 0.00 | 4,410.00 | \$6,890.00 |
| | | | 0241322 | Services Maintain Land Improv | 2,480.00 | 0.00 | 2,480.00 | |

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|--------------------|---------------------|--|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| 100277046 | 1/28/16 | HACH CO INC | 9723647 | General Supplies | 270.09 | 0.00 | 270.09 | \$270.09 |
| 100277048 | 1/28/16 | HEXAGON TRANSPORTATION CONSULTANTS INC | 9471 | Consultants | 11,100.00 | 0.00 | 11,100.00 | \$11,100.00 |
| 100277049 | 1/28/16 | HIGH LINE CORP | 19190A | Training and Conferences | 50.00 | 0.00 | 50.00 | \$50.00 |
| 100277050 | 1/28/16 | HYBRID COMMERCIAL PRINTING INC | 25629-21 | Printing & Related Services | 157.69 | 0.00 | 157.69 | \$402.38 |
| | | | 25629-9 | Printing & Related Services | 244.69 | 0.00 | 244.69 | |
| 100277051 | 1/28/16 | IBI GROUP | 1115000047 | Engineering Services | 4,248.94 | 0.00 | 4,248.94 | \$4,248.94 |
| 100277052 | 1/28/16 | INDUSTRIAL LADDER & SCAFFOLDING INC | 25857 | Bldg Maint Matls & Supplies | 3,450.64 | 0.00 | 3,450.64 | \$3,450.64 |
| 100277053 | 1/28/16 | INFORMATION SERVICES DEPT | ISD-37687 | Software As a Service | 1,783.20 | 0.00 | 1,783.20 | \$1,783.20 |
| 100277054 | 1/28/16 | INFOSEND INC | 100597 | Postage | 3,011.83 | 0.00 | 3,011.83 | \$4,865.09 |
| | | | 100968 | Financial Services | 1,853.26 | 0.00 | 1,853.26 | |
| 100277055 | 1/28/16 | INSERV CO INC | 55027 | Facilities Maint & Repair - Labor | 1,436.59 | 0.00 | 1,436.59 | \$2,111.22 |
| | | | 55132 | Facilities Maint & Repair - Labor | 119.99 | 0.00 | 119.99 | |
| | | | 55132 | Facilities Maint & Repair - Materials | 554.64 | 0.00 | 554.64 | |
| 100277056 | 1/28/16 | INTERNATIONAL PAPER CO | P0096619-01 | Recycling Services | 56.48 | 0.00 | 56.48 | \$56.48 |
| 100277057 | 1/28/16 | JOHNSON ROBERTS & ASSOC INC | 127481 | Investigation Expense | 26.00 | 0.00 | 26.00 | \$143.00 |
| | | | 127567 | Investigation Expense | 117.00 | 0.00 | 117.00 | |
| 100277058 | 1/28/16 | KENNEDY JENKS CONSULTANTS | 97955 | Engineering Services | 2,628.75 | 0.00 | 2,628.75 | \$2,628.75 |
| 100277059 | 1/28/16 | KOHLWEISS AUTO PARTS INC | 01OQ3596 | Inventory Purchase | 6.37 | 0.13 | 6.24 | \$24.98 |
| | | | 01OQ3731 | Inventory Purchase | 19.12 | 0.38 | 18.74 | |
| 100277060 | 1/28/16 | L3 COMMUNICATIONS MOBILE VISION INC | 0235512-IN | Comm Equip Maintain & Repair - Materials 2 | 104.24 | 0.00 | 104.24 | \$104.24 |
| 100277061 | 1/28/16 | LAW OFFICE OF TERRY ROEMER | 3-2015 | Investigation Expense | 8,772.00 | 0.00 | 8,772.00 | \$11,475.00 |
| | | | 4-2015 | Investigation Expense | 2,703.00 | 0.00 | 2,703.00 | |
| 100277062 | 1/28/16 | LEHR AUTO ELECTRIC | 01 120091 | Parts, Vehicles & Motor Equip | 215.39 | 0.00 | 215.39 | \$616.13 |
| | | | 01 120195 | Vehicles & Motorized Equip | 400.74 | 0.00 | 400.74 | |
| 100277063 | 1/28/16 | LIEBERT CASSIDY WHITMORE | 1411693A | City Training Program | 7,551.09 | 0.00 | 7,551.09 | \$9,751.09 |
| | | | 1411693B | City Training Program | 2,200.00 | 0.00 | 2,200.00 | |
| 100277064 | 1/28/16 | MARLENE BERNER | 178403-14922 | Refund Utility Account Credit | 202.91 | 0.00 | 202.91 | \$202.91 |
| 100277065 | 1/28/16 | MALLORY SAFETY & SUPPLY LLC | 4029723 | Inventory Purchase | 60.03 | 0.00 | 60.03 | \$60.03 |
| 100277066 | 1/28/16 | MAZE & ASSOC | 16837 | Financial Services | 4,900.00 | 0.00 | 4,900.00 | \$4,900.00 |

List of All Claims and Bills Approved for Payment
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Sorted by Payment Number

| Payment No. | Payment Date | Vendor Name | Invoice No. | Description | Invoice Amount | Discount Taken | Amount Paid | Payment Total |
|--------------------|---------------------|-------------------------------------|--------------------|---------------------------------------|-----------------------|-----------------------|--------------------|----------------------|
| 100277067 | 1/28/16 | MCLAUGHLIN PAINTING | 7121229 | Facilities Maint & Repair - Labor | 5,476.00 | 0.00 | 5,476.00 | \$6,081.00 |
| | | | 7121229 | Facilities Maint & Repair - Materials | 605.00 | 0.00 | 605.00 | |
| 100277068 | 1/28/16 | MIDWEST TAPE | 93567945 | Library Materials Preprocessing | 34.80 | 0.00 | 34.80 | \$34.80 |
| 100277069 | 1/28/16 | MUNICIPAL MAINTENANCE EQUIPMENT INC | 0107188-IN | Parts, Vehicles & Motor Equip | 925.91 | 0.00 | 925.91 | \$1,955.50 |
| | | | 0107197-IN | Parts, Vehicles & Motor Equip | 205.00 | 0.00 | 205.00 | |
| | | | 0107308-IN | Parts, Vehicles & Motor Equip | 16.36 | 0.00 | 16.36 | |
| | | | 0107333-IN | Parts, Vehicles & Motor Equip | 808.23 | 0.00 | 808.23 | |
| 100277070 | 1/28/16 | NAPA AUTO PARTS | 212091 | Parts, Vehicles & Motor Equip | 4.24 | 0.00 | 4.24 | \$196.95 |
| | | | 213299 | Parts, Vehicles & Motor Equip | 14.99 | 0.00 | 14.99 | |
| | | | 217782 | Parts, Vehicles & Motor Equip | -39.15 | 0.00 | -39.15 | |
| | | | 217785 | Parts, Vehicles & Motor Equip | -176.18 | 0.00 | -176.18 | |
| | | | 218331 | Parts, Vehicles & Motor Equip | -58.73 | 0.00 | -58.73 | |
| | | | 218520 | Parts, Vehicles & Motor Equip | 7.44 | 0.00 | 7.44 | |
| | | | 218947 | Parts, Vehicles & Motor Equip | 39.48 | 0.00 | 39.48 | |
| | | | 219998 | Parts, Vehicles & Motor Equip | 133.26 | 0.00 | 133.26 | |
| | | | 220107 | Parts, Vehicles & Motor Equip | 153.60 | 0.00 | 153.60 | |
| | | | 220157 | Parts, Vehicles & Motor Equip | 118.00 | 0.00 | 118.00 | |
| 100277071 | 1/28/16 | OTIS ELEVATOR COMPANY | SJ66427216 | Facilities Maint & Repair - Labor | 1,413.69 | 0.00 | 1,413.69 | \$1,413.69 |
| 100277072 | 1/28/16 | OVERDRIVE INC | MR-0020454 | Library Periodicals/Databases | 259.50 | 0.00 | 259.50 | \$259.50 |
| 100277073 | 1/28/16 | PINE CONE LUMBER CO INC | 625669 | Materials - Land Improve | 107.17 | 0.00 | 107.17 | \$295.95 |
| | | | 625670 | Materials - Land Improve | 99.28 | 0.00 | 99.28 | |
| | | | 626012 | Materials - Land Improve | 89.50 | 0.00 | 89.50 | |
| 100277074 | 1/28/16 | R & R PRODUCTS INC | CD1964797 | Misc Equip Maint & Repair - Materials | 149.39 | 0.00 | 149.39 | \$149.39 |
| 100277075 | 1/28/16 | R E P NUT N BOLT GUY | 27134 | Inventory Purchase | 322.82 | 0.00 | 322.82 | \$430.27 |
| | | | 27139 | Inventory Purchase | 107.45 | 0.00 | 107.45 | |
| 100277076 | 1/28/16 | RASH CURTIS & ASSOC | 517400000150 | Financial Services | 3.92 | 0.00 | 3.92 | \$161.38 |
| | | | 517500000110 | Financial Services | 25.46 | 0.00 | 25.46 | |
| | | | 519200000018 | Financial Services | 76.95 | 0.00 | 76.95 | |
| | | | 662700000234 | Financial Services | 55.05 | 0.00 | 55.05 | |
| 100277077 | 1/28/16 | RAYVERN LIGHTING SUPPLY CO INC | 39461-0 | Inventory Purchase | 154.81 | 0.00 | 154.81 | \$154.81 |
| 100277078 | 1/28/16 | RECREATION REPUBLIC INC | 9948 | Materials - Land Improve | 3,355.70 | 0.00 | 3,355.70 | \$3,355.70 |

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|--------------------|---------------------|---------------------------------------|--------------------|-----------------------------------|-----------------------|-----------------------|--------------------|----------------------|
| 100277079 | 1/28/16 | REED & GRAHAM INC | 853146 | Materials - Land Improve | 2,270.70 | 0.00 | 2,270.70 | \$4,174.54 |
| | | | 853258 | Materials - Land Improve | 1,903.84 | 0.00 | 1,903.84 | |
| 100277080 | 1/28/16 | ROBERT HALF TECHNOLOGY | 44894875 | Contracts/Service Agreements | 4,994.40 | 0.00 | 4,994.40 | \$4,994.40 |
| 100277081 | 1/28/16 | ROGER D HIGDON | 2015-15112A | Consultants | 5,922.00 | 0.00 | 5,922.00 | \$5,922.00 |
| 100277082 | 1/28/16 | S&S WELDING INC | 55698 | Materials - Land Improve | 15,990.00 | 0.00 | 15,990.00 | \$15,990.00 |
| 100277083 | 1/28/16 | SC FUELS | 2971954 | Inventory Purchase | 12,711.99 | 0.00 | 12,711.99 | \$12,711.99 |
| 100277084 | 1/28/16 | SPF MATHILDA LLC | SV2016 | Insurances - Downtown Underground | 2,889.75 | 0.00 | 2,889.75 | \$2,889.75 |
| | | | | Parking Insurance | | | | |
| 100277085 | 1/28/16 | SAFEWAY INC | 804955-012116 | Food Products | 45.92 | 0.00 | 45.92 | \$138.92 |
| | | | 808353-012516 | Inventory Purchase | 93.00 | 0.00 | 93.00 | |
| 100277086 | 1/28/16 | SAN JOSE BMW | 4247802 | Parts, Vehicles & Motor Equip | 1,028.09 | 0.00 | 1,028.09 | \$1,050.22 |
| | | | 4248055 | Parts, Vehicles & Motor Equip | 22.13 | 0.00 | 22.13 | |
| 100277087 | 1/28/16 | SANTA CLARA CTY FIRE MARSHALS ASSN | KILPATRICK20 16 | Membership Fees | 50.00 | 0.00 | 50.00 | \$50.00 |
| 100277088 | 1/28/16 | SHRED-IT USA LLC | 9409076855 | Supplies, Office 1 | 45.00 | 0.00 | 45.00 | \$45.00 |
| 100277089 | 1/28/16 | SIERRA PACIFIC TURF SUPPLY INC | 0467494-IN | Materials - Land Improve | 150.08 | 0.00 | 150.08 | \$150.08 |
| 100277090 | 1/28/16 | SIGN WIZ | 11564 | General Supplies | 164.27 | 0.00 | 164.27 | \$164.27 |
| 100277091 | 1/28/16 | SILICON VALLEY LEADERSHIP | FY15/16 QTR 2 | Outside Group Funding | 1,083.32 | 0.00 | 1,083.32 | \$1,083.32 |
| 100277092 | 1/28/16 | SPARTAN TOOL LLC | 508170 | Inventory Purchase | 1,124.71 | 0.00 | 1,124.71 | \$1,322.65 |
| | | | 508561 | Inventory Purchase | 197.94 | 0.00 | 197.94 | |
| 100277093 | 1/28/16 | SPORTS TURF MANAGEMENT | 12462 | Professional Services | 400.00 | 0.00 | 400.00 | \$400.00 |
| 100277094 | 1/28/16 | STATCOMM INC | 107296 | Facilities Maint & Repair - Labor | 4,810.00 | 0.00 | 4,810.00 | \$4,810.00 |
| 100277095 | 1/28/16 | STOP PROCESSING CENTER | 16067 | Financial Services | 29.98 | 0.00 | 29.98 | \$29.98 |
| 100277096 | 1/28/16 | SUBURBAN PROPANE | 1945376 | Fuel, Oil & Lubricants | 35.94 | 0.00 | 35.94 | \$68.18 |
| | | | 1945424 | Fuel, Oil & Lubricants | 32.24 | 0.00 | 32.24 | |
| 100277097 | 1/28/16 | SUNNYVALE FORD | 460298 | Parts, Vehicles & Motor Equip | 256.67 | 0.00 | 256.67 | \$720.00 |
| | | | 460577 | Parts, Vehicles & Motor Equip | 306.56 | 0.00 | 306.56 | |
| | | | 460709 | Parts, Vehicles & Motor Equip | 28.41 | 0.00 | 28.41 | |
| | | | 461291 | Parts, Vehicles & Motor Equip | 28.41 | 0.00 | 28.41 | |
| | | | FOCS727000 | Auto Maint & Repair - Labor | 99.95 | 0.00 | 99.95 | |
| 100277098 | 1/28/16 | SUPPLYWORKS | 1754210-00 | Inventory Purchase | 259.43 | 2.59 | 256.84 | \$256.84 |
| 100277099 | 1/28/16 | THE COVELLO GROUP INC | 2015.003-7 | Engineering Services | 11,511.88 | 0.00 | 11,511.88 | \$54,908.77 |

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|--------------------|---------------------|----------------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | 2015.003-8 | Engineering Services | 43,396.89 | 0.00 | 43,396.89 | |
| 100277100 | 1/28/16 | THE MEJORANDO GROUP | 04-2016 | City Training Program | 3,250.12 | 0.00 | 3,250.12 | \$3,250.12 |
| 100277101 | 1/28/16 | UNITED SITE SERVICES INC | 114-3671599 | Equipment Rental/Lease | 159.81 | 0.00 | 159.81 | \$159.81 |
| 100277102 | 1/28/16 | V & A CONSULTING ENGINEERS | 15685 | Consultants | 7,628.50 | 0.00 | 7,628.50 | \$7,628.50 |
| 100277103 | 1/28/16 | W G FRITZ CONSTRUCTION INC | 3581 | Bldg Maint Matls & Supplies | 7,079.30 | 0.00 | 7,079.30 | \$7,079.30 |
| 100277104 | 1/28/16 | WHCI PLUMBING SUPPLY | S2064256.001 | Bldg Maint Matls & Supplies | 191.67 | 0.00 | 191.67 | \$191.67 |
| 100277105 | 1/28/16 | YINON BAR-SHIR | 336048-5625832 | DED Services/Training - Books | 248.51 | 0.00 | 248.51 | \$248.51 |
| 100277106 | 1/28/16 | ALBERT J SCOTT | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 123.03 | 0.00 | 123.03 | \$123.03 |
| 100277107 | 1/28/16 | CHARLES S EANEFF JR | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,020.57 | 0.00 | 1,020.57 | \$1,020.57 |
| 100277108 | 1/28/16 | DEAN CHU | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 975.37 | 0.00 | 975.37 | \$975.37 |
| 100277109 | 1/28/16 | DEAN S RUSSELL | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,543.89 | 0.00 | 1,543.89 | \$1,543.89 |
| 100277110 | 1/28/16 | FERGUSON ENTERPRISES INC | 1122559-3RE | Construction Services | 908.07 | 8.35 | 899.72 | \$8,665.00 |
| | | | 1135677RE | Construction Services | 2,196.75 | 0.00 | 2,196.75 | |
| | | | 1140537RE | Inventory Purchase | 1,918.35 | 17.64 | 1,900.71 | |
| | | | 1140869RE | Construction Services | 2,196.75 | 20.20 | 2,176.55 | |
| | | | 1140881RE | Construction Services | 1,293.04 | 11.89 | 1,281.15 | |
| | | | 1140905RE | Construction Services | 163.13 | 1.50 | 161.63 | |
| | | | 1140906RE | Construction Services | 48.94 | 0.45 | 48.49 | |
| 100277111 | 1/28/16 | G&K SERVICES | 1083694796ADJ | Laundry & Cleaning Services | 258.00 | 0.00 | 258.00 | \$3,737.96 |
| | | | 1083741246 | Laundry & Cleaning Services | 138.37 | 0.00 | 138.37 | |
| | | | 1083741247 | Laundry & Cleaning Services | 11.88 | 0.00 | 11.88 | |
| | | | 1083741248 | Laundry & Cleaning Services | 3.74 | 0.00 | 3.74 | |
| | | | 1083741249 | Laundry & Cleaning Services | 63.57 | 0.00 | 63.57 | |
| | | | 1083741250 | Laundry & Cleaning Services | 214.74 | 0.00 | 214.74 | |
| | | | 1083743206 | Laundry & Cleaning Services | 139.27 | 0.00 | 139.27 | |
| | | | 1083743207 | Laundry & Cleaning Services | 11.88 | 0.00 | 11.88 | |
| | | | 1083743208 | Laundry & Cleaning Services | 3.74 | 0.00 | 3.74 | |
| | | | 1083743209 | Laundry & Cleaning Services | 65.75 | 0.00 | 65.75 | |

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|------------------------|-------------------------|--------------------|--------------------|-----------------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 1083743210 | Laundry & Cleaning Services | 214.74 | 0.00 | 214.74 | |
| | | | 1083745157 | Laundry & Cleaning Services | 139.27 | 0.00 | 139.27 | |
| | | | 1083745158 | Laundry & Cleaning Services | 11.88 | 0.00 | 11.88 | |
| | | | 1083745159 | Laundry & Cleaning Services | 3.74 | 0.00 | 3.74 | |
| | | | 1083745160 | Laundry & Cleaning Services | 65.75 | 0.00 | 65.75 | |
| | | | 1083745161 | Laundry & Cleaning Services | 214.74 | 0.00 | 214.74 | |
| | | | 1083747133 | Laundry & Cleaning Services | 139.27 | 0.00 | 139.27 | |
| | | | 1083747134 | Laundry & Cleaning Services | 11.88 | 0.00 | 11.88 | |
| | | | 1083747135 | Laundry & Cleaning Services | 3.74 | 0.00 | 3.74 | |
| | | | 1083747136 | Laundry & Cleaning Services | 65.75 | 0.00 | 65.75 | |
| | | | 1083747137 | Laundry & Cleaning Services | 214.74 | 0.00 | 214.74 | |
| | | | 1083749081 | Laundry & Cleaning Services | 139.27 | 0.00 | 139.27 | |
| | | | 1083749082 | Laundry & Cleaning Services | 11.88 | 0.00 | 11.88 | |
| | | | 1083749083 | Laundry & Cleaning Services | 3.74 | 0.00 | 3.74 | |
| | | | 1083749084 | Laundry & Cleaning Services | 65.75 | 0.00 | 65.75 | |
| | | | 1083749085 | Laundry & Cleaning Services | 214.74 | 0.00 | 214.74 | |
| | | | 1083751047 | Laundry & Cleaning Services | 139.27 | 0.00 | 139.27 | |
| | | | 1083751048 | Laundry & Cleaning Services | 11.88 | 0.00 | 11.88 | |
| | | | 1083751049 | Laundry & Cleaning Services | 3.74 | 0.00 | 3.74 | |
| | | | 1083751050 | Laundry & Cleaning Services | 65.75 | 0.00 | 65.75 | |
| | | | 1083751051 | Laundry & Cleaning Services | 214.74 | 0.00 | 214.74 | |
| | | | 1083753001 | Laundry & Cleaning Services | 139.27 | 0.00 | 139.27 | |
| | | | 1083753002 | Laundry & Cleaning Services | 11.88 | 0.00 | 11.88 | |
| | | | 1083753003 | Laundry & Cleaning Services | 3.74 | 0.00 | 3.74 | |
| | | | 1083753004 | Laundry & Cleaning Services | 65.75 | 0.00 | 65.75 | |
| | | | 1083753005 | Laundry & Cleaning Services | 214.74 | 0.00 | 214.74 | |
| | | | 1083754976 | Laundry & Cleaning Services | 139.27 | 0.00 | 139.27 | |
| | | | 1083754977 | Laundry & Cleaning Services | 11.88 | 0.00 | 11.88 | |
| | | | 1083754978 | Laundry & Cleaning Services | 3.74 | 0.00 | 3.74 | |
| | | | 1083754979 | Laundry & Cleaning Services | 65.75 | 0.00 | 65.75 | |
| | | | 1083754980 | Laundry & Cleaning Services | 214.74 | 0.00 | 214.74 | |

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| 100277116 | 1/28/16 | GAIL SWEGLES | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 117.59 | 0.00 | 117.59 | \$117.59 |
| 100277117 | 1/28/16 | GRAINGER | 9905973336 | Miscellaneous Equipment Parts & Supplies | 11.99 | 0.00 | 11.99 | \$18,290.62 |
| | | | 9906386652 | Bldg Maint Matls & Supplies | 43.24 | 0.00 | 43.24 | |
| | | | 9907103379 | Parts, Vehicles & Motor Equip | 40.48 | 0.00 | 40.48 | |
| | | | 9907132907 | Hand Tools | 101.38 | 0.00 | 101.38 | |
| | | | 9907132915 | Supplies, Safety | 241.16 | 0.00 | 241.16 | |
| | | | 9907145396 | Miscellaneous Equipment | 194.38 | 0.00 | 194.38 | |
| | | | 9907145404 | Hand Tools | 452.84 | 0.00 | 452.84 | |
| | | | 9907225719 | Supplies, Safety | 43.14 | 0.00 | 43.14 | |
| | | | 9908330641 | Hand Tools | 11.26 | 0.00 | 11.26 | |
| | | | 9908330658 | Electrical Parts & Supplies | 218.85 | 0.00 | 218.85 | |
| | | | 9908330666 | Supplies, Safety | 446.75 | 0.00 | 446.75 | |
| | | | 9908373922 | Electrical Parts & Supplies | 78.79 | 0.00 | 78.79 | |
| | | | 9908373930 | Bldg Maint Matls & Supplies | 29.28 | 0.00 | 29.28 | |
| | | | 9908943203 | Miscellaneous Equipment Parts & Supplies | 324.46 | 0.00 | 324.46 | |
| | | | 9909316672 | Miscellaneous Equipment Parts & Supplies | 302.23 | 0.00 | 302.23 | |
| | | | 9910840058 | Clothing, Uniforms & Access | 400.81 | 0.00 | 400.81 | |
| | | | 9910984484 | General Supplies | 111.64 | 0.00 | 111.64 | |
| | | | 9911322734 | Hand Tools | 514.43 | 0.00 | 514.43 | |
| | | | 9911442052 | Supplies, Safety | 871.58 | 0.00 | 871.58 | |
| | | | 9911442060 | Supplies, Safety | 44.63 | 0.00 | 44.63 | |
| | | | 9911568609 | General Supplies | 32.19 | 0.00 | 32.19 | |
| | | | 9912385060 | Bldg Maint Matls & Supplies | 399.22 | 0.00 | 399.22 | |
| | | | 9912424018 | Electrical Parts & Supplies | 138.80 | 0.00 | 138.80 | |
| | | | 9912445682 | Clothing, Uniforms & Access | 267.20 | 0.00 | 267.20 | |
| | | | 9912501443 | Electrical Parts & Supplies | 102.28 | 0.00 | 102.28 | |
| | | | 9912574424 | Bldg Maint Matls & Supplies | 44.98 | 0.00 | 44.98 | |
| | | | 9913766763 | Equipment Maintenance & Repair Labor | 53.97 | 0.00 | 53.97 | |
| | | | 9913854148 | Miscellaneous Equipment Parts & Supplies | 20.95 | 0.00 | 20.95 | |
| | | | 9914955043 | General Supplies | 35.20 | 0.00 | 35.20 | |

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|------------------------|-------------------------|--------------------|--------------------|--|-----------------------|-----------------------|--------------------|----------------------|
| | | | 9915324033 | Clothing, Uniforms & Access | 3,137.09 | 0.00 | 3,137.09 | |
| | | | 9915759170 | Hand Tools | 252.14 | 0.00 | 252.14 | |
| | | | 9915829924 | Electrical Parts & Supplies | 131.06 | 0.00 | 131.06 | |
| | | | 9915829932 | Materials - Land Improve | 39.75 | 0.00 | 39.75 | |
| | | | 9916921340 | Parts, Vehicles & Motor Equip | 29.33 | 0.00 | 29.33 | |
| | | | 9917700990 | Hand Tools | 824.76 | 0.00 | 824.76 | |
| | | | 9917701006 | Supplies, Safety | 101.26 | 0.00 | 101.26 | |
| | | | 9917743453 | Bldg Maint Matls & Supplies | 492.15 | 0.00 | 492.15 | |
| | | | 9918688731 | Supplies, Safety | 93.01 | 0.00 | 93.01 | |
| | | | 9918688749 | Miscellaneous Equipment Parts & Supplies | 16.14 | 0.00 | 16.14 | |
| | | | 9918688756 | Supplies, Safety | 163.13 | 0.00 | 163.13 | |
| | | | 9918747602 | Bldg Maint Matls & Supplies | 247.29 | 0.00 | 247.29 | |
| | | | 9918747610 | Bldg Maint Matls & Supplies | 402.66 | 0.00 | 402.66 | |
| | | | 9918747628 | Bldg Maint Matls & Supplies | 0.40 | 0.00 | 0.40 | |
| | | | 9920121606 | Supplies, Safety | 944.23 | 0.00 | 944.23 | |
| | | | 9920130086 | Bldg Maint Matls & Supplies | 1,789.59 | 0.00 | 1,789.59 | |
| | | | 9920144434 | Miscellaneous Equipment Parts & Supplies | 768.65 | 0.00 | 768.65 | |
| | | | 9920609428 | Supplies, Safety | 349.31 | 0.00 | 349.31 | |
| | | | 9921196680 | Bldg Maint Matls & Supplies | 2.77 | 0.00 | 2.77 | |
| | | | 9921801222 | Parts, Vehicles & Motor Equip | 269.65 | 0.00 | 269.65 | |
| | | | 9922020590 | General Supplies | 122.67 | 0.00 | 122.67 | |
| | | | 9922020608 | Miscellaneous Equipment Parts & Supplies | 51.94 | 0.00 | 51.94 | |
| | | | 9922039673 | Bldg Maint Matls & Supplies | 69.30 | 0.00 | 69.30 | |
| | | | 9922746640 | Clothing, Uniforms & Access | 50.37 | 0.00 | 50.37 | |
| | | | 9923315965 | Supplies, Safety | 1,222.59 | 0.00 | 1,222.59 | |
| | | | 9923340625 | Chemicals | 43.65 | 0.00 | 43.65 | |
| | | | 9923836374 | General Supplies | -21.41 | 0.00 | -21.41 | |
| | | | 9923977012 | Miscellaneous Equipment Parts & Supplies | 42.98 | 0.00 | 42.98 | |
| | | | 9924125926 | Supplies, Safety | 145.90 | 0.00 | 145.90 | |
| | | | 9924125934 | Supplies, Safety | 111.63 | 0.00 | 111.63 | |
| | | | 9924866545 | Clothing, Uniforms & Access | 70.83 | 0.00 | 70.83 | |

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|------------------------|-------------------------|------------------------|--------------------|---|-----------------------|-----------------------|--------------------|----------------------|
| | | | 9925059678 | Miscellaneous Equipment Parts & Supplies | 140.41 | 0.00 | 140.41 | |
| | | | 9925113046 | Bldg Maint Matls & Supplies | 119.80 | 0.00 | 119.80 | |
| | | | 9925181357 | Bldg Maint Matls & Supplies | 83.92 | 0.00 | 83.92 | |
| | | | 9926575672 | Supplies, Safety | 174.66 | 0.00 | 174.66 | |
| | | | 9926843641 | Bldg Maint Matls & Supplies | 75.44 | 0.00 | 75.44 | |
| | | | 9927678780 | Chemicals | -43.65 | 0.00 | -43.65 | |
| | | | 9927841107 | Supplies, Safety | 81.69 | 0.00 | 81.69 | |
| | | | 9927874223 | Chemicals | 99.42 | 0.00 | 99.42 | |
| | | | 9928237149 | Hand Tools | -514.43 | 0.00 | -514.43 | |
| | | | 9928237156 | Supplies, Safety | -28.28 | 0.00 | -28.28 | |
| | | | 9928528745 | Miscellaneous Equipment Parts & Supplies | 95.76 | 0.00 | 95.76 | |
| | | | 9928624312 | Miscellaneous Equipment | 58.74 | 0.00 | 58.74 | |
| | | | 9928770453 | Clothing, Uniforms & Access | 95.16 | 0.00 | 95.16 | |
| | | | 9929082452 | Hand Tools | 290.27 | 0.00 | 290.27 | |
| | | | 9929270370 | Bldg Maint Matls & Supplies | 18.78 | 0.00 | 18.78 | |
| 100277124 | 1/28/16 | KLAUS DAEHNE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 764.63 | 0.00 | 764.63 | \$764.63 |
| 100277125 | 1/28/16 | MARK ROGGE | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 258.21 | 0.00 | 258.21 | \$258.21 |
| 100277126 | 1/28/16 | MARSHA POLLAK | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 58.11 | 0.00 | 58.11 | \$58.11 |
| 100277127 | 1/28/16 | OFFICEMAX CONTRACT INC | 13356501112016 | Supplies, Office 1 | 96.74 | 0.00 | 96.74 | \$14,973.31 |
| | | | 28812401042016 | Supplies, Office 1 | 22.30 | 0.00 | 22.30 | |
| | | | 43083001112016 | Supplies, Office 1 | 26.65 | 0.00 | 26.65 | |
| | | | 57018001112016 | Supplies, Office 1 | 7.19 | 0.00 | 7.19 | |
| | | | 7210201062016 | Supplies, Office 1 | 15.24 | 0.00 | 15.24 | |
| | | | 75641501052016 | Supplies, Office 1 | 374.45 | 0.00 | 374.45 | |
| | | | 76286801052016 | Supplies, Office 1 | 221.73 | 0.00 | 221.73 | |
| | | | 76311501052016 | Supplies, Office 1 | 27.94 | 0.00 | 27.94 | |
| | | | 76320601062016 | Supplies, Office 1 | -46.05 | 0.00 | -46.05 | |
| | | | 76453701072016 | Supplies, Office 1 | 69.55 | 0.00 | 69.55 | |
| | | | 76475001052016 | Inventory Purchase | 3,739.26 | 0.00 | 3,739.26 | |

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|------------------------|-------------------------|--------------------|--------------------|--------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 76539101052016 | Supplies, Office 1 | 42.21 | 0.00 | 42.21 | |
| | | | 76784901052016 | Supplies, Office 1 | 257.04 | 0.00 | 257.04 | |
| | | | 76916601072016 | Supplies, Office 1 | 100.16 | 0.00 | 100.16 | |
| | | | 76942101072016 | Supplies, Office 1 | 11.36 | 0.00 | 11.36 | |
| | | | 76961501052016 | Supplies, Office 1 | 388.84 | 0.00 | 388.84 | |
| | | | 76968901052016 | Supplies, Office 1 | 398.38 | 0.00 | 398.38 | |
| | | | 77278101042016 | Supplies, Office 1 | -14.91 | 0.00 | -14.91 | |
| | | | 77595301042016 | Supplies, Office 1 | -4.19 | 0.00 | -4.19 | |
| | | | 78127101062016 | Supplies, Office 1 | 328.74 | 0.00 | 328.74 | |
| | | | 78131201062016 | Supplies, Office 1 | 22.67 | 0.00 | 22.67 | |
| | | | 78135001062016 | Supplies, Office 1 | 13.63 | 0.00 | 13.63 | |
| | | | 78135301062016 | Supplies, Office 1 | 56.00 | 0.00 | 56.00 | |
| | | | 78310201112016 | Supplies, Office 1 | -161.96 | 0.00 | -161.96 | |
| | | | 78393301062016 | Supplies, Office 1 | 548.91 | 0.00 | 548.91 | |
| | | | 78665701062016 | Supplies, Office 1 | 127.07 | 0.00 | 127.07 | |
| | | | 78888101062016 | Supplies, Office 1 | 88.13 | 0.00 | 88.13 | |
| | | | 79396701062016 | Supplies, Office 1 | 212.98 | 0.00 | 212.98 | |
| | | | 79871501082016 | Supplies, Office 1 | 37.78 | 0.00 | 37.78 | |
| | | | 80002301072016 | Supplies, Office 1 | 107.67 | 0.00 | 107.67 | |
| | | | 80115501072016 | Supplies, Office 1 | 160.02 | 0.00 | 160.02 | |
| | | | 80117901072016 | Supplies, Office 1 | 333.56 | 0.00 | 333.56 | |
| | | | 80131701072016 | Supplies, Office 1 | 22.56 | 0.00 | 22.56 | |
| | | | 80135601072016 | Supplies, Office 1 | 2.44 | 0.00 | 2.44 | |
| | | | 80227701072016 | Supplies, Office 1 | 101.78 | 0.00 | 101.78 | |
| | | | 80379701072016 | Supplies, Office 1 | 100.42 | 0.00 | 100.42 | |
| | | | 81280201072016 | Supplies, Office 1 | 279.60 | 0.00 | 279.60 | |
| | | | 81287501072016 | Supplies, Office 1 | 92.50 | 0.00 | 92.50 | |
| | | | 81291601072016 | Supplies, Office 1 | 7.83 | 0.00 | 7.83 | |
| | | | 82065601082016 | Supplies, Office 1 | 47.35 | 0.00 | 47.35 | |
| | | | 82170901122016 | Supplies, Office 1 | 67.73 | 0.00 | 67.73 | |
| | | | 82216201082016 | Supplies, Office 1 | 276.77 | 0.00 | 276.77 | |

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|------------------------|-------------------------|--------------------|--------------------|--------------------|-----------------------|-----------------------|--------------------|----------------------|
| | | | 82375201082016 | Supplies, Office 1 | 245.24 | 0.00 | 245.24 | |
| | | | 83910401112016 | Supplies, Office 1 | 316.71 | 0.00 | 316.71 | |
| | | | 84610801112016 | Supplies, Office 1 | 366.13 | 0.00 | 366.13 | |
| | | | 85503901122016 | Supplies, Office 1 | 141.35 | 0.00 | 141.35 | |
| | | | 85887101122016 | Supplies, Office 1 | 31.59 | 0.00 | 31.59 | |
| | | | 86181501122016 | Supplies, Office 1 | 83.61 | 0.00 | 83.61 | |
| | | | 86591701122016 | Supplies, Office 1 | 213.64 | 0.00 | 213.64 | |
| | | | 86626401122016 | Supplies, Office 1 | 25.50 | 0.00 | 25.50 | |
| | | | 86670001122016 | Supplies, Office 1 | 1,725.17 | 0.00 | 1,725.17 | |
| | | | 86759501122016 | Supplies, Office 1 | 17.80 | 0.00 | 17.80 | |
| | | | 86805701132016 | Supplies, Office 1 | 40.32 | 0.00 | 40.32 | |
| | | | 86826901132016 | Supplies, Office 1 | 898.14 | 0.00 | 898.14 | |
| | | | 87551201132016 | Supplies, Office 1 | 396.24 | 0.00 | 396.24 | |
| | | | 87822001132016 | Supplies, Office 1 | 98.14 | 0.00 | 98.14 | |
| | | | 88003301132016 | Supplies, Office 1 | 134.15 | 0.00 | 134.15 | |
| | | | 88012601132016 | Supplies, Office 1 | 17.40 | 0.00 | 17.40 | |
| | | | 88193501132016 | Supplies, Office 1 | 71.47 | 0.00 | 71.47 | |
| | | | 88448801132016 | Supplies, Office 1 | 47.45 | 0.00 | 47.45 | |
| | | | 88500401132016 | Supplies, Office 1 | 65.43 | 0.00 | 65.43 | |
| | | | 88555401132016 | Supplies, Office 1 | 9.25 | 0.00 | 9.25 | |
| | | | 88575901132016 | Supplies, Office 1 | 2.44 | 0.00 | 2.44 | |
| | | | 88866901132016 | Supplies, Office 1 | 26.13 | 0.00 | 26.13 | |
| | | | 88875101132016 | Supplies, Office 1 | 26.41 | 0.00 | 26.41 | |
| | | | 88996301132016 | Supplies, Office 1 | 185.68 | 0.00 | 185.68 | |
| | | | 89164401132016 | Supplies, Office 1 | -4.69 | 0.00 | -4.69 | |
| | | | 89164501142016 | Supplies, Office 1 | 4.69 | 0.00 | 4.69 | |
| | | | 89510601142016 | Supplies, Office 1 | 234.79 | 0.00 | 234.79 | |
| | | | 89528201142016 | Supplies, Office 1 | 34.78 | 0.00 | 34.78 | |
| | | | 89537101142016 | Supplies, Office 1 | 25.89 | 0.00 | 25.89 | |
| | | | 89570601142016 | Supplies, Office 1 | 106.94 | 0.00 | 106.94 | |
| | | | 89713901142016 | Supplies, Office 1 | 460.73 | 0.00 | 460.73 | |

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| | | | 89746701142016 | Supplies, Office 1 | 94.62 | 0.00 | 94.62 | |
| | | | 89901101142016 | Supplies, Office 1 | 94.83 | 0.00 | 94.83 | |
| | | | 90861201142016 | Supplies, Office 1 | 138.27 | 0.00 | 138.27 | |
| | | | 91297301142016 | Supplies, Office 1 | -11.00 | 0.00 | -11.00 | |
| 100277134 | 1/28/16 | ROBERT A WALKER | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 1,884.10 | 0.00 | 1,884.10 | \$1,884.10 |
| 100277135 | 1/28/16 | ROBERT VAN HEUSEN | FEBRUARY 2016 | Insurances - Retiree Medical - Retiree Reimbursement | 536.45 | 0.00 | 536.45 | \$536.45 |
| 100277136 | 1/28/16 | CICI STUDIOS PHOTOGRAPHY | BL068548-2016 | Business License Tax | 35.14 | 0.00 | 35.14 | \$35.14 |
| 100277137 | 1/28/16 | COADNA PHOTONICS INC | BL048213-CRBA L | Business License Tax | 1,543.84 | 0.00 | 1,543.84 | \$1,543.84 |
| 100277138 | 1/28/16 | DURAN & VENABLES INC | M#331563 | Deposits Payable - Hydrant Meter | 2,303.00 | 0.00 | 2,303.00 | \$1,705.94 |
| | | | M#331563 | Water Sales - Metered | -597.06 | 0.00 | -597.06 | |
| 100277139 | 1/28/16 | DYNASTY FOOT SPA | BL070403 | Business License Tax | 165.56 | 0.00 | 165.56 | \$165.56 |
| 100277140 | 1/28/16 | FLOOR SELECT | BL070355-CRBA L | Business License Tax | 19.23 | 0.00 | 19.23 | \$19.23 |
| 100277141 | 1/28/16 | INS PHOTO ARTISTA STUDIO | BL044780-16/17 | Business License Tax | 71.19 | 0.00 | 71.19 | \$71.19 |
| 100277142 | 1/28/16 | LARGO CONCRETE INC | M#232662 | Deposits Payable - Hydrant Meter | 2,262.00 | 0.00 | 2,262.00 | \$1,765.74 |
| | | | M#232662 | Water Sales - Metered | -496.26 | 0.00 | -496.26 | |
| 100277143 | 1/28/16 | MERCADO TILE & STONE INC | BL070101-CRBA L | Business License Tax | 28.45 | 0.00 | 28.45 | \$28.45 |
| 100277144 | 1/28/16 | PETERSEN & DEAN INC | 2015-3006 | Permit - Building | 202.40 | 0.00 | 202.40 | \$202.40 |
| 100277145 | 1/28/16 | ROBERT A BOTHMAN CONSTRUCTION | M#17082779 | Deposits Payable - Hydrant Meter | 2,262.00 | 0.00 | 2,262.00 | \$2,194.15 |
| | | | M#17082779 | Water Sales - Metered | -67.85 | 0.00 | -67.85 | |
| 100277146 | 1/28/16 | SANTOKH S DEHAL | 2015-7915 | Major Permit Application Fees - Other | 316.50 | 0.00 | 316.50 | \$330.00 |
| | | | 2015-7915 | Technology Surcharge | 13.50 | 0.00 | 13.50 | |
| 100277147 | 1/28/16 | TOLL BROS INC | SD-12-01 | Deposits Payable - Miscellaneous > \$10K | 21,590.00 | 0.00 | 21,590.00 | \$21,590.00 |
| 100277148 | 1/28/16 | VANCE BROWN INC | M#06097551 | Deposits Payable - Hydrant Meter | 2,262.00 | 0.00 | 2,262.00 | \$2,153.61 |
| | | | M#06097551 | Water Sales - Metered | -108.39 | 0.00 | -108.39 | |
| 100277149 | 1/28/16 | VARIOUS INC | BL05677-2016 | Business License Tax | 1,698.82 | 0.00 | 1,698.82 | \$1,698.82 |
| 100277150 | 1/28/16 | YIN YANG HEALTH CARE | BL049003-CRBA L | Business License Tax | 167.14 | 0.00 | 167.14 | \$167.14 |

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| 950002460 | 1/26/16 | PUBLIC EMPLOYEES RETIREMENT SYSTEM | 950002460 | Retirement Benefits - Deferred Comp - City Portion | 1,238.24 | 0.00 | 1,238.24 | \$1,150,106.80 |
| | | | 950002460 | Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont. | 456,663.10 | 0.00 | 456,663.10 | |
| | | | 950002460 | Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont. | 70,322.87 | 0.00 | 70,322.87 | |
| | | | 950002460 | Retirement Benefits - Misc PEPRA Employer Required Cont. | 79,428.27 | 0.00 | 79,428.27 | |
| | | | 950002460 | Retirement Benefits - Safety Tier 1&2 Employer Required Cont. | 424,849.59 | 0.00 | 424,849.59 | |
| | | | 950002460 | Retirement Benefits - Safety Tier 1&2 Emplryr Paid Member Cont | 94,770.75 | 0.00 | 94,770.75 | |
| | | | 950002460 | Retirement Benefits - Safety PEPRA Employer Required Cont. | 22,833.98 | 0.00 | 22,833.98 | |
| 950100563 | 1/26/16 | SPECIALTY SOLID WASTE & RECYCLING INC | DEC2015 | Franchise - Specialty Garbage | -154,151.98 | 0.00 | -154,151.98 | \$1,365,518.86 |
| | | | DEC2015 | Refuse Serv Fees - Specialty | -113,672.59 | 0.00 | -113,672.59 | |
| | | | DEC2015 | Pymt to Franch Garb Collector | 1,633,343.43 | 0.00 | 1,633,343.43 | |
| 950900997 | 1/25/16 | ACCLAMATION INSURANCE MANAGEMENT | | Workers' Compensation - Claims | 96,761.67 | 0.00 | 96,761.67 | \$96,761.67 |
| Grand Total Payment Amount | | | | | | | | <u>\$3,796,636.89</u> |



City of Sunnyvale

Agenda Item

15-1078

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Award a Contract to Deploy an Advanced Traffic Management System (F16-70), Make a Finding of CEQA Categorical Exemption, Accept a \$250,000 Contribution from Google, and Approve Budget Modification No. 21 to Appropriate \$320,435 in Traffic Impact Fees and the \$250,000 Donation from Google to Fund the Project

REPORT IN BRIEF

Council approval for the following actions is recommended in order to deploy a citywide Automated Traffic Management System (ATMS):

- Award a contract in the amount of \$518,577 to Control Tech West, Inc. of Temecula to purchase and install Advanced Traffic Management Central (MaxView) Software;
- Approve a 10% contract contingency in the amount of \$51,858
- Accept a \$250,000 donation from Google to contribute to the project; and
- Approve Budget Modification No. 21 to appropriate \$320,435 in Traffic Impact Fees (TIF) and the \$250,000 Google donation to fund the project.

Staff recently deployed a test pilot project of MaxView, a state of the art ATMS, on four closely spaced intersections at the SR 237/Mathilda Interchange. This location was selected because managing this corridor has been a challenge due to the proximity of the four signals to one another. The ATMS monitors traffic in real time and assigns signal green timings depending upon the demand, while maintaining traffic progression on the main corridors. Based on the results of the pilot, the positive feedback received by businesses and residents, and Google's generous donation, staff recommends the citywide deployment of the MaxView ATMS.

EXISTING POLICY

Pursuant to **Council Policy 7.1.5 Grants, Donations, Contributions and Sponsorships**, Council approval is required to accept donations exceeding \$100,000. Pursuant to *Chapter 2.08* of the **Municipal Code**, Council approval is required for contracts greater than \$100,000.

ENVIRONMENTAL REVIEW

The acceptance of a contribution is an administrative activity and not a project under the California Environmental Quality Act (CEQA) Guidelines Section 15378(b). The CEQA determination for citywide deployment of the ATMS is a categorical exemption pursuant to Class 1, 15301(c) for existing facilities.

BACKGROUND AND DISCUSSION

Staff conducted traffic studies before and after deployment of the pilot project and the results showed

a 58% reduction in the delay of critical movements at the Interchange. The City has also received positive feedback both on-line and through one-on-one communications from residents and businesses that use the Interchange on a daily basis.

Google also expressed interest in the City's work and completed an independent analysis of the pilot project. Google's independent results matched the City's results and showed an over 50% decrease in the delay of critical movements. Google recognized the benefits of the pilot project and was appreciative of the City's proactive work and efforts to reduce delay. They met with staff to help facilitate a permanent deployment of the system to continue the benefits, and offered to participate financially to permanently install the ATMS along Mathilda Avenue and the rest of the City.

The cost to deploy this system throughout the City is \$518,577, plus a 10% contingency in the amount of \$51,858, for a potential total of \$570,435. Google has voluntarily committed to a one-time contribution of \$250,000 towards the project. The letter of support for the donation from Google can be found in Attachment 1.

In addition to providing state of the art traffic monitoring and signal timing, the ATMS also has the following capabilities which staff would propose to implement as appropriate and when compatible. Some of these features may also require additional equipment which could be added in the future if the need is identified.

- Monitor the operation of emergency vehicles and reduce response time
- Facilitate the operation of transit vehicles by assigning priority green to transit vehicles that are behind schedule
- Automatically perform diagnostic tests on all the connected traffic signals and generate periodic reports; trouble shooting if required can be performed from a remote location thus eliminating the need to be present on the site to perform this function
- Allow the City to incorporate travel time information, and integrate multiple Intelligent Transportation System (ITS) devices for real-time monitoring such as:
 - SafeWalk 3D Pedestrians Detection System
 - Infra-Red Advanced Vehicular and Bike Detection System
 - Real Time Traffic Data Collection and Queue Detection Systems
 - Network of CCTV Cameras

It is important to note that the implementation of these additional features or equipment are not included in the cost for this project and would be considered in the future as part of the regular budget process for funding. As an example the initial system will provide connectivity through wireless and copper connections. Ultimately the City would like to also install fiber at many key corridors which will further enhance connectivity, speed, and provide better video support.

FISCAL IMPACT

The ATMS deployment project cost of \$570,435 will be funded from two sources: \$320,435 from Traffic Impact Fees (TIF), and \$250,000 from a donation from Google. Budget Modification #21 appropriates the TIF funding from the Capital Projects Fund / Traffic Impact Fee Sub-fund Capital Reserve, as well as the donation to the new project.

| Current | Increase (Decrease) | Revised |
|------------------------------|------------------------|--------------|
| Capital Projects Fund | | |
| <u>Revenues:</u> | | |
| Contribution from | \$250,000 | \$250,000 |
| <u>Reserves:</u> | | |
| Traffic Impact | (\$320,435) | \$24,754,364 |
| Capital Reserve | | |
| <u>Expenditures:</u> | | |
| New Project - | \$570,435 | \$570,435 |

This project is funded by Capital Projects Fund / Traffic Impact Fee (TIF) Sub-Fund and a donation from Google.

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.

1) Make a finding of CEQA categorical exemption pursuant to Class 1, 15301(c) for existing facilities; 2) accept a \$250,000 donation from Google to offset project costs; 3) approve Budget Modification No. 21 to appropriate the \$570,435 to fund the project; 4) award a contract in the amount of \$518,577 to Control Tech West Inc. to deploy an Advanced Traffic Management System, in substantially the same form as Attachment 2; and approve a 10% contract contingency in the amount of \$51,858.

Prepared by: Shahid Abbas, Traffic and Transportation Manager
Reviewed by: Manuel Pineda, Director of Public Works
Reviewed by: Kent Steffens, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

1. Google Letter of Support and Contribution
2. Draft Installation Contract



1600 Amphitheatre Parkway
Mountain View, California 94043

Tel: 650.253.0000
www.google.com

November 18, 2015

Manuel Pineda
Director of Public Works
Department of Public Works
456 W Olive Ave.
Sunnyvale, CA 94086

RE: Letter of Support for City of Sunnyvale deployment of "Advanced Adaptive Traffic Management System"

Dear Mr. Pineda:

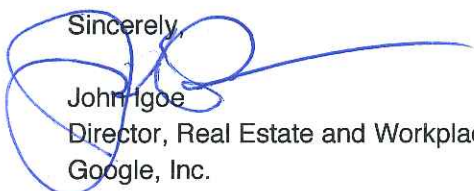
We would like to show our strong support for the City of Sunnyvale's ("herein defined as the "City") plan to install Advanced Adaptive Traffic Management System (AATMS) to reduce traffic along 237/Mathilda interchange.

As tested by the City during a pilot program earlier this year on four closely spaced intersections at the 237/Mathilda Interchange, deployment of AATMS showed over 58 percent reduction in delays of critical movements. We understand City is now determined to move forward with permanently installing this system. We strongly agree that permanent deployment of this system is crucial to decrease traffic congestion and improve air quality and a necessity for the City of Sunnyvale traffic management.

We applaud and appreciate City's efforts to secure funding for this project and would like to show our support towards this initiative. We would like to contribute Two Hundred and Fifty Thousand Dollars for the procurement of fifty percent (50%) of the AATMS costs for the procurement of equipment, licensing, and software.

We are very excited about this project and support City's efforts to develop this system. We look forward to continuing our partnership and working with CITY in support of reducing traffic.

Sincerely,



John Igoe
Director, Real Estate and Workplace Services
Google, Inc.

cc: Deanna Santana, City Manager
Shahid Abbas, Transportation and Traffic Manager

**DRAFT INSTALLATION CONTRACT BETWEEN
CITY OF SUNNYVALE AND CONTROL TECH WEST INC.
TO DELPOY AN ADVANCED TRAFFIC MANAGEMENT SYSTEM**

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and CONTROL TECH WEST, 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: Exhibit A, Scope of Work; Exhibit B, Contract Pricing; Exhibit C, System Specifications; Exhibit D, Deliverable Acceptance Forms; Exhibit E, MAXVIEW End-user License Agreement; Exhibit F, MAXTIME End-user License Agreement; Exhibit G, Standard Warranty Software Products; Exhibit H, Maintenance Agreement Software Products; Exhibit I, Utilization of Local Workforce; Performance Bond; Payment Bond; and codes, standards, plans and specifications required by Owner. 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 deploying a citywide Advanced Traffic Management System 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 Public Works Department.

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 Transportation and Traffic Manager 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 Eighteen Thousand Five Hundred Seventy Six and 81/100 Dollars (\$518,576.81) 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 the expiration of One Hundred Eighty (180) calendar 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
Shahid Abbas, Transportation and Traffic Manager
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: Control Tech West, Inc.
Attention: Steve Brown, Chief Technical Officer
43391 Business Park Drive, Suite C-8
Temecula, CA 92590

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, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

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

or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

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

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

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

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

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

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.

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Exhibit A
SCOPE OF WORK

1) General

- a) The purpose of this Project is to deploy optimized traffic signal timings, monitor deployed traffic signal timings and make necessary changes to meet the real time traffic demand by replacing the City's existing outdated and proprietary client/server central traffic management system with a modern web-based Advanced Traffic Management Central System (MaxView) Software that uses state of the art web-based technology on the server and thin clients which use leading browsers with no additional client software needed on the client workstations. The new system shall be standards based and shall be capable of running a combination of local intersection control equipment from different vendors. The system shall be fully compliant with the National Transportation Communications for ITS Protocol (NTCIP) standards. The new central system software must be able to integrate with existing City ITS infrastructure by upgrading and/or replacing current controllers. The Contractor will be responsible for installing the central software on a server or virtual server specified by the Contractor and provided by the City, and updating all of the traffic signal timing through the installed system.
- b) Currently, the City of Sunnyvale is running several local intersection control software on a combination of Model 170 and Model 2070 controllers. Their central system software is primarily the McCain QuicNet system; however they also have Transcore SCATS running on the Mathilda corridor. In order to deploy optimized traffic signal timing along the major corridors in Sunnyvale, the Contractor shall update the City's existing traffic signal controller hardware and software to Advanced Traffic Controller (MaxTime) software that is standards compliant with the American Association of State Highway Officials (AASHTO)/National Electrical Manufacturers Association (NEMA)/Institute of Transportation Engineers (ITE) National Standard for ATC controllers, version 5.2b. The new controllers will support multiple optimized traffic signal timing plans (128 plans) and combinations thereof. As part of this upgrade, existing Model 170 controllers will be replaced with Model 2070ATC controllers and existing Model 2070 controllers will be upgraded with Model 2070-IC ATC CPU modules to bring all of the traffic signal controllers in the City on one unified communication network. The local intersection control software shall be used in both the upgraded Model 2070 controllers and the new ATC controllers.
- c) The Contractor shall provide a perpetual, irrevocable software license to the City that gives City the right to copy and use the central signal system software furnished with this project at any facility within the City signal system limits or at any other offices that the City may establish for the purpose of traffic signal monitoring and control in the City's signal system jurisdictional area (up to the total number of intersections licensed under this contract at any given time.

- d) The Contractor shall provide integration, data conversion, implementation, warranty, maintenance, repair and troubleshooting services for the traffic management system installed, as well as assistance in integration of any newly added intersections for up to five (5) years following the completion of the system implementation portion of the Contract.
- e) The Contractor shall assign a project team, and a dedicated Project Manager to this project in accordance with the qualifications specified in Section 2.h. Contractor Staff Qualifications.
- f) Throughout the system implementation and integration, the Contractor's Project Manager shall be responsible for organizing and conducting monthly progress meetings to update the City Project Officer on the project's status, any issues encountered, and basic project administrative tasks. The progress meeting shall be in person, by teleconference or video conference. The City shall have the right to request additional remote or in-person meetings as needed.
- g) The Contractor may be asked to provide Model 2070ATC Advanced Transportation Controllers throughout the term of the Contract.

2) Advanced Traffic Management System Installation and Deployment

a) The Contractor shall:

- i) Provide a City-wide license with unlimited logons for ATMS (MaxView) software for all City needs which will include the Traffic Management Centers, workstations, and all signalized intersections operated and maintained by the City of Sunnyvale. The Contractor's software must successfully communicate with ATC compliant controllers through an interface that has been verified to be successful in previously installed systems for other Contractor's clients or demonstrated directly to the City prior to the start of the project.
- ii) Perform installation and integration of the ATMS (MaxView) software on a server or virtual server provided by the City to include initial installation, configuration and deployment of optimized traffic signal timing plans for all existing signalized intersections during the initial system deployment. Technical support will be provided for the lifetime of the contract, however, turn-key integration services for additional future signalized intersections beyond the initial one hundred thirty one (131) intersections is not included in the original contract agreement.
- iii) Provide assistance to the City in integrating the ATMS (MaxView) with failover/backup hardware and software, including a backup server. It will be the responsibility of the City to provide the failover server, associated failover software and database server software per specifications provided by the Contractor.

- iv) Provide training on operation, configuration, traffic signal timing plan deployment, maintenance, and troubleshooting of the ATMS (MaxView) software provided as part of this Contract.
 - (1) Training shall be for all City employees that are either members of the traffic engineering staff or technicians responsible for the maintenance of the system. Training shall be provided by a qualified member of the Contractor's team.
 - (2) The training shall be performed at a location designated by the City.
 - (3) The Contractor shall provide four (4) days of product training to allow for City staff to be trained to the point where staff can maintain and operate the system independently of the Contractor. The Contractor shall submit a training outline/syllabus to the City Project Officer for comments and approval no later than seven (7) calendar days prior to conducting the training session. The City may request additional sessions to the proposed training schedule at additional cost, to be paid separately.
 - (4) The training will be conducted within thirty (30) days of Contract award, or as otherwise decided by the City, as part of original contract price. Optional refresher courses shall be provided as needed thereafter at additional cost, to be paid separately.
 - (5) The training will be hands-on, in person.
 - (6) The Contractor shall provide each trainee a class outline for note-taking and a link to any digital presentation materials.
 - v) Provide five (5) hard copies and an electronic copy of the ATMS (MaxView) software user manual to the City. The Contractor shall update and maintain the electronic copy throughout the contract period following project completion and provide a copy of the updated documents to the City Project Officer within thirty (30) calendar days after their publication.
 - Assist the City in maintaining consistent Time Base Coordination between existing field controllers running on the new central software and those controllers still remaining on the McCain QuicNet system until all controllers have been upgraded to ATC software and transferred to the new ATMS (MaxView). This coordination shall be accomplished by using a common time of day reference and common cycle timer reset time. The City shall maintain the existing signal timings until the system implementation is completed. Contractor is not responsible for maintenance of the existing McCain or Transcore central and local intersection software.
- b) **City of Sunnyvale will:**
- i) Supply a commercial grade enterprise server or virtual server capable of running the ATMS (MaxView) central software for a fully expanded system. The server hardware shall be in accordance with specifications provided by the Contractor within thirty (30) calendar days of execution of

the Agreement. The server shall run Microsoft Windows Server 2008 R2 or later and Microsoft SQL Server 2008 R2+ or later. The City will be responsible for providing and maintaining licenses for the server operating system, database management system, virtual machines (if desired by the City), and for providing backup software and server.

- ii) Currently, the City operates a traffic management system that uses a time-of-day plan to control intersections. This data will be provided by the City to the Contractor immediately after execution of the Agreement. The Contractor may suggest changes upon review of the initial database that will better serve the City's needs, given differences in the structure of the ATMS (MaxView) system and QuicNet database. The Contractor shall submit the City-wide list of the proposed control groups to the City for review prior to implementing the first batch of controllers. The City shall have ten (10) working days to review and provide comments. The City shall have final authority in determining the number and composition of the control groups.
- iii) In the event of a loss of the main server, a backup server shall be initiated. This will not require another copy of the ATMS (MaxView) server software. The switch from primary to backup server will require manual intervention by the City. The frequency and architecture of the backup and failover will be the responsibility of City of Sunnyvale.
- iv) Provide access to the Internet for each of the workstations for cloud based resources such as Bing Maps that are needed for proper system operation.
- v) Provide access to the Internet throughout the contract period for troubleshooting and maintenance period for the Contractor through a VPN connection to access and maintain the ATMS (MaxView) system server software.

c) Integration

i) General

- (1) The Contractor shall install all support software furnished for the system in accordance with the procedures recommended for software installation.
- (2) The Contractor shall register all software products furnished with this project with the software publisher under the City's name.
- (3) Integration shall be considered in four Phases:
 - (a) Phase I: Central System Software Installation and Configuration
 - (b) Phase II: Controller Upgrades or Replacements

- (c) Phase III: Deployment of Optimized Traffic Signal Timing Plans
- (d) Phase IV: ITS Component Integration
- (e) Phase V: Observation Period
- (f) Phase VI: Training

- (4) Each phase shall not be deemed complete until all appropriate Deliverables and Phases as outlined in Exhibit D have been approved and signed off by the City Project Officer.

ii) Phase I: Central System Software (ATMS)

- (1) The Contractor shall install and fully integrate the ATMS (MaxView) with optimized traffic signal timing plans on the City provided server after the functional test is successfully completed. A Windows Server based installation program shall be provided by the Contractor for installing the software. The Contractor shall fully configure City identified Microsoft Windows 7 or higher workstations or laptops in the City to communicate to central system software along with the associated components described in Section 2.iv.1. below.
- (2) The Contractor shall conduct a functional test as specified in Section 2.d. Testing below once the ATMS (MAXVIEW) web-based software is installed on the server. Upon successful completion of the functional test, the Contractor shall proceed to update the database settings, control groups, maps (web-based base map along with GIS layers), and external ITS components per the sections below.

iii) Phase II: Controller Upgrade and Radio Installations

- (1) The controller upgrade shall only commence once the server functional test is complete and accepted by the City. The controller upgrade process shall begin within seven (7) calendar days of the completion of the server functional test.
- (2) The Contractor shall ensure that the controller firmware, signal communication infrastructure, and the signal database, are all configured and integrated with the Central System Software. The City will be responsible for resolving any issues not directly related to new hardware or software supplied by the Contractor under this contract.
- (3) The City shall initially supply the Contractor with five (5) Model 2070 controllers prior to beginning the controller Model 2070-1C module upgrades. The Contractor will upgrade the five (5) Model 2070 controllers and replace installed, but not yet upgraded controllers. The controller upgrade process is as follows:
 - (a) The Contractor shall identify five (5) Model 2070 controllers to be upgraded with Model 2070-1C module.
 - (b) The City will provide pdfs of the McCain or Transcore signal timing database for the particular controllers being upgraded, at

- which point the Contractor-supplied ATC compliant Model 2070-1C module shall be installed and the traffic signal timing database shall be entered into the controller by the Contractor.
- (c) After completing item (b) above, the City will perform the controller bench test for the upgraded controller in accordance with the testing requirements in Section 2.d. Testing.
 - (d) Upon successful completion of the bench test, the Contractor will be present on-site at the intersection while the City installs the controller into the traffic cabinet at the intersection, removing the currently installed controller. During this task, the Contractor will provide technical assistance and will make any controller parameter changes necessary; however, the City will integrate/connect the controller to the cabinet facilities.
 - (e) The Contractor shall salvage the controller removed from the upgraded cabinet to use in the next batch of controllers to be upgraded. If the controller being upgraded is known to be deficient, a new controller will be provided by the City.
- (4) The process of installing the traffic signal timing and the upgraded controllers will be performed with a City representative. This activity shall be completed with proper traffic control and strict adherence to safety procedures provided by the City.
- (5) The Contractor shall not leave the intersection until completing observation of five (5) complete cycles and verifying correct operation of all vehicular and pedestrian service, all detectors, and pre-emption. The Contractor shall not leave the site until such correct operation is completed to the satisfaction of the City representative present.
- (a) In the event that proper operation cannot be achieved with the upgraded controller, the previous (existing) controller will be re-installed. The Contractor will then be required to complete the observation process described in this paragraph before leaving.
 - (b) The Contractor shall correct the faulty controller by either installing a replacement controller, module or troubleshooting the error and resubmitting for bench testing.
 - (c) The Contractor is not responsible for any existing deficient vehicular, pedestrian service, detection, or preemption operation prior to installing the upgraded controller. The contractor will not be responsible for communications networks or equipment except for equipment specifically installed by the Contractor under the contract.
- (6) The Contractor shall furnish, configure and install radio equipment specified in this contract. The radio system will be tested by the contractor. It is assumed that the coax cable for the existing radios can be used to pull the new Cat5e cable for the radios. In the event the existing cable cannot be used to pull

in the Cat5e cables, the Contractor shall notify the City.
Additional cost may be incurred by the City.

- (7) If lane closure is deemed necessary and approved by the City project manager, contractor will provide the City with typicals as per CAMUTCD for lane closures during installation.

iv) Phase III: Deployment of Optimized Traffic Signal Timing Plans

- (1) The contractor will convert the City's existing timing to run on the new ATC (MaxTime) platform.
- (2) All timing will be submitted to the City for approval and further optimization. The City will have fourteen (14) days to review and approve the timing.
- (3) Upon approval by the City, the new optimized traffic signal timing plans will be deployed to the ATC (MaxTime) controllers.
- (4) The Contractor will work with the City to implement and fine tune the new optimized Traffic Signal Timing Plans.

v) Phase IV: ITS Component Integration

- (1) Integrate the ITS components into the ATMS (MaxView) as specified below with the overall traffic management system and coordinate fully with City of Sunnyvale to achieve this integration. The Contractor shall perform a field investigation to gather an understanding of the existing City equipment. The Contractor shall coordinate this field investigation with the City as needed. Integration will be required for all City ITS components including, but not limited to, the following:
 - (a) Model 2070 Controllers via Model 2070-1C ATC modules and new Model 2070ATC controllers.
 - (b) CCTV Cameras with ONVIF protocol
 - (c) GIS Mapping via ArcGIS Tile Servers or ArcGIS Map Servers.
 - (d) 3rd party devices that support a web server through http protocol.
- (2) The Contractor shall add all system detector video feeds to the appropriate intersection display.

vi) Phase V: Observation Period

- (1) The Observation Period shall be as defined in the section Testing.

vii) Phase VI: Training

- (1) The Contractor shall provide the following training to City personnel:
 - (a) MaxView Training – two (2) days
 - (b) Controller Training – two (2) days

- (c) The Contractor shall submit the proposed training outline to the City for approval at least thirty (30) days prior to the scheduled training. The City shall have seven (7) days to respond with comments.

d) Testing

i) General

- (1) The Contractor shall develop a test plan that describes the scope of the overall effort and provides a record of the test planning process. The test plans must identify requirements and test pass/fail criteria. Related test plans can be grouped in a master plan. The test plan shall be submitted to the City within thirty (30) calendar days of the execution of the Agreement.
- (2) For all testing outlined in Section 2.d. below, the Contractor shall deliver a report with all hardware/software errors or issues and submit to the City on a monthly basis, at least two (2) business days prior to the progress meeting. The report shall include, at a minimum: a description of the event, date of occurrence, date of resolution, and the detailed description of the solution.

ii) Server Functional Test

- (1) The ATMS (MaxView) Central System Software shall be installed by the Contractor on the City provided server as the first phase of deployment.
- (2) The web-link shortcut to the ATMS (MaxView) shall be provided by the Contractor on City workstations, as specified in Section 2.c.ii.1. above.
- (3) The ATMS (MaxView) shall run on the server as a service upon power-on and be accessible from the City network without error for twenty four (24) hours.
- (4) A network test will be performed by the City to ensure that the server will communicate within the City network. If there are problems with the network test the City shall troubleshoot the server and provide a solution.
- (5) The City will review and provide written acceptance of the test. Upon City Project Officer's acceptance, the ATMS (MaxView) Central Software will be ready to integrate the traffic signal controllers. If the Server Functional Test is unsuccessful due to problems with the Contractor's software, the Contractor shall remedy the issue at no additional cost to the City within fourteen (14) calendar days. If the test is unsuccessful due to problems with the City-provided server, then the City will provide a solution within twenty-one (21) calendar days.
- (6) The test shall be repeated until the City's acceptance can be issued in accordance with test requirements.

iii) Controller Bench Test

- (1) This bench test will be conducted by the City for each upgraded controller once the intersection specific database has been programmed into the controller by the Contractor.
- (2) The bench test will be performed by the City and will consist of three parts:
 - (a) Power-on: the unit will be powered on and the controller will be observed for three (3) minutes.
 - (b) Compatibility: The controller must run the programmed virtual intersection without registering conflict (defined as calling two conflicting phases, i.e. directions of vehicles) for a minimum of one (1) hour.
 - (c) Network: The controller must be able to talk through a workstation connected to the City network via a ping test.
 - (d) Successful completion of all three portions of the bench test specified in items (a) through (c) above will result in a successful test. Upon successful completion of the test, the City shall provide written acceptance notice of the test.
 - (e) In the event that a test is unsuccessful, the Contractor shall correct any issues and re-submit the controller within forty eight (48) hours of a failed test. The resubmitted controller will be re-tested until the test is successfully completed.

iv) System Operations Test

- (1) This test will be ongoing from the integration of the first traffic controller until the final traffic controller is integrated and the City has provided a written acceptance of the test. Unsatisfactory results of any of the following requirements will require correction by the Contractor within the timeframes shown in Exhibits I. and J. to the Agreement. The City will determine the severity of any errors that arise during the operational test. Throughout the System Operations Test, the following tests will be performed by the City:
 - (a) Ensure established communication between ATMS (MaxView) server software to all traffic control devices.
 - (b) Verify time-of-day schedule is being executed as intended and that operation of coordinated signal groups is executed as planned.
 - (c) Verify integration of external ITS components outlined in Section 2.c.iv. above.
- (2) The test will be considered successful if there are no outstanding problems within thirty (30) days after the final batch of controllers has been integrated. The Contractor shall provide a solution to any

recurring problems that arise during the System Operational Test within the timeframes provided in Exhibits I. and J. to the Agreement.

- (3) The City will provide written final acceptance of the System Operations Test once the test has been successfully completed in accordance with the acceptance procedures outlined below.

v) Observation Period

- (1) A thirty (30) calendar day observation period will begin after all traffic controllers and ITS components have been integrated, tested through the System Operational Test, and accepted by the City under the final acceptance of the System Operational Test.
- (2) If no critical system failures (as described in Section 3.ii. below) or recurring issues arise during the observation period, the requirement will be satisfied. However, if a critical system failure occurs at any time during the observation period as a result of hardware or software furnished by the contractor under this contract, the Contractor shall provide correction in accordance with Section 3.ii, below, and the observation period will start over.
- (3) The City shall provide written acceptance of the Observation period once the observation period is successfully completed according to the acceptance procedures outlined in Section f. Acceptance Process below.

vi) Regression Testing

- (1) Problems or errors that arise during the implementation process that require alterations to the central system software or already integrated controllers shall require regression testing for those systems which have already been accepted but may be impacted by the changes. Regression testing may consist of any of the tests described in the sections above at the discretion of the City.

e) System Implementation

- i) The existing traffic controllers will be integrated into the new ATMS (MaxView) in batches based on the schedule provided by the Contractor in accordance with section 2.f, below.
- ii) The City shall provide pdf intersection information and traffic signal timing plans for the Contractor to program into the controllers to be upgraded.
- iii) Within seven (7) calendar days of completion of the controller upgrade, the Contractor shall add the upgraded intersection to the Central System Software using the data from the field installation of the upgraded controller and the database information provided by the City. At this point, the controller will be operated under the new ATMS (MaxView).

- iv) Upon configuring the intersections in the Central System Software, the Contractor shall request a quality check from the City to verify that the intersection is configured properly. If the City determines that there are errors, the Contractor shall correct within forty-eight (48) hours or within an alternate time-frame the City agrees to in writing.
- v) Once the configuration of the intersection in the ATMS (MaxView) is verified by the City, the City will remove the intersection configuration from the QuicNet or SCATS system.
- vi) During the controller upgrade process, QuicNet, SCATS and the new ATMS (MaxView) will operate independent portions of the signal system simultaneously until the final batch of controllers is transferred to the new ATMS (MaxView).
- vii) The controller upgrades and integration shall be in accordance with the requirements of the project schedule specified in Section 2.g. below.
- viii) The radio installation and integration shall be in accordance with the requirements of the project schedule specified in Section 2.g below.

f) Acceptance Process

i) Acceptance Procedures

- (1) Acceptance by the City is required for the System and all Deliverables supplied by the Contractor or configured or implemented under the Contractor's supervision under this Contract. At the completion of each Phase of implementation, the Project Officer shall confirm the acceptance of all Deliverables.
- (2) A Deliverable shall include one or both of the two types of actions:
 - (1) A service performed or
 - (2) A document created (referred to as a "deliverable document").

The following assumptions apply to the process:

- (a) All deliverables (services and documents) are outlined in the Phase Acceptance Form (PAF)
- (b) Once all deliverables have been completed for a Phase, the Contractor shall sign and deliver the PAF and attach any required deliverable documents
- (c) The City shall verify that all tasks (services and documents) within the Phase were performed satisfactorily using the PAF to validate it.

- ii) The following table outlines the tasks and the order that will take place for the acceptance of Deliverables and Phases.

| Steps | Task | Description |
|-------|--|--|
| 1 | Deliverable actions completed | Deliverable actions include performing services and/or creating documents. These actions are completed based on the Deliverable Acceptance Form, or as otherwise required. |
| 2 | Deliverable documents released for review and feedback | The Deliverables documents are provided to the City Project Officer by the Contractor's Project Manager for review and feedback. Based on feedback and criticality of changes, the deliverable documents may require resubmittal. |
| 3 | Issue Phase Acceptance form | Once all deliverable documents for a Phase have been accepted by the City, the Contractor's Project Manager shall submit the Phase Acceptance Form (see Exhibit D) for that Phase to the City Project Officer for final review and acceptance. The completed DAFs and supporting documentation shall be attached to the Phase Acceptance Form. |
| 4 | Document reason for rejection | If the Deliverable or Phase is rejected, the reason for rejection shall be documented by the City's Project Officer. This documentation shall be completed within five (5) business days from submittal. |
| 5 | Deliverable twice rejected | If a Deliverable or Phase is rejected on two separate occasions, then the issue must go through the issue resolution process, as defined in Section 2.f.iii.2. below. |
| 6 | Final Deliverable/Phase accepted | The Deliverable/Phase will be reviewed by the City Project Officer. |

- (1) Acceptance shall not be deemed to occur for specific Deliverables or Phases and no fees or other charges shall be paid by the City until the City confirms in writing to the Contractor that the Deliverables or Phases have been accepted by the City on the appropriate acceptance forms. If no criteria and/or procedures are set forth in the scope of work, then acceptance of such Deliverables or Phases shall occur upon the City's written confirmation to the Contractor of the City's acceptance thereof.

- (2) A blank Deliverable Acceptance Form, and all Phase Acceptance Forms which outline all required Deliverables, are included in this Agreement as Exhibit D.

iii) Final System Acceptance Process

- (1) Final System Acceptance will occur at the end of Phase 4: Observation Period. The City shall determine final system acceptance utilizing the following decision points:

| Steps | Description |
|-------|--|
| 1 | System documentation is current and complete for all software and has been turned over to the City's Project Officer. All configuration documentation and traffic signal timing plan deployment has been approved. |
| 2 | All Deliverables and Phases are complete and accepted by the City and the Contractor per the acceptance process described above. |
| 3 | All issues listed in the issue tracking log are resolved or addressed to the satisfaction of the City. |

(2) Issue Resolution Process

Risks and issues will be managed using the following procedure:

- (a) The City Project Officer identifies and submits a risk and/or issue to the Contractor's Project Manager.
- (b) The Project Manager is responsible for researching the risk/issue, identifying and documenting mitigations and/or resolutions, and closing out the risk/issue by an assigned due date specified by the City. All outstanding Risks/Issues will be reviewed during the progress meetings.
- (c) The use or non-use of this procedure does not alter, waive, restrict or modify the remedies afforded elsewhere in the Agreement.

g) **Project Schedule**

- i) The integration and deployment of all Ethernet based one hundred and thirty one (131) intersections (Phases I through IV) shall be completed no later than six (6) months from the notice to proceed. Additional intersections shall be integrated into the system as Ethernet becomes available.
- ii) Within fifteen (15) calendar days from execution of the Agreement, the Contractor shall submit a detailed schedule for the new system implementation and deployment.

- iii) The Contractor shall work with the City to divide the required field work into geographic areas to indicate where and when work will be taking place. This schedule must be approved by Sunnyvale City prior to beginning the work. The City will have the final authority in determining the schedule in case of a disagreement. The City will review and approve the initial schedule to ensure that the project completion deadline is met, and that the work does not conflict with active construction areas. The City will also evaluate the proposed batches to ensure that corridor coordination is maintained.
- iv) Any requests for changes to this schedule must be submitted in writing to the City Project Officer for approval before the schedule changes are implemented.
- v) The City and the Contractor agree that time is of the essence in the implementation of the new traffic management system; therefore the Contractor shall fully integrate all signalized locations and radio system no later than six (6) months from the actual Notice to Proceed. The Contractor shall fully integrate additional upgraded locations within sixty (60) calendar days of being notified in writing by the City. The sixty (60) calendar days begin with delivery of the equipment to accommodate the current lead time to supply equipment.

h) Contractor Staff Qualifications

The Contractor shall designate key personnel to be the primary service providers for the integration, data conversion and implementation portion of the Contract. All substitutions of key personnel must be approved in advance by the City Project Officer. The City may, in its sole discretion, reject a proposed personnel substitution and require the Contractor to propose another substitution that the City deems qualified.

The Contractor's Project Manager shall have at least five (5) years of professional experience in the following areas:

- Managing the implementation of ATMS (MaxView) in urban/suburban environments
- Implementing the ATMS (MaxView) with signal systems communicating on fiber optic networks

The Project Manager shall also have thorough knowledge of traffic signal operations, NEMA standards, and ATC standards.

i) Pricing and Payment

Payments for the system implementation portion of the Work shall be made in installments based on initial delivery, acceptance of deliverables and complete integration of each major deliverable as follows;

- Phase 1: Ninety (90) percent of the Central System License and Integration fees may be invoiced after the initial installation of the Central System. The remaining ten (10) percent of the fee will be withheld until project final acceptance per section 2.f.iii. The ten (10) percent retention will be paid with thirty (30) days of final acceptance.
- Phase 2: ATC Compliant Hardware and Controllers will be implemented and tested in batches of twenty five (25) intersections each time. For each batch, ninety (90) percent of the “ATC Compliant Hardware” may be invoiced after the delivery of the hardware or controllers. The remaining ten percent (10%) will be withheld until all integrated hardware has passed final acceptance. A final payment for each major deliverable or batch of intersections can only be invoiced once all components (as described in section 2.iv.1. above) at that location have been fully integrated, tested and approved by the City under the System Operational Test.
- Communications equipment and training fees will be invoiced upon completion.

Payment of the retained ten (10) percent from Phase 1 will occur after written notice of acceptance is provided by the City for the Observation Period.

The ATMS (MaxView) integration and deployment will be included in the contract price.

3) Warranty, Technical Support and Maintenance

a) Software Warranty, Technical Support and Maintenance

i) Software Guarantee

- (1) The Contractor shall guarantee that the software will not become incompatible with the City’s existing controllers for ten (10) years after the execution date of the Agreement. This requirement may be satisfied by providing software binaries to the City compatible with the controllers supplied under the contract. This software guarantee shall not limit the Contractor or its suppliers from developing new software for next generation controllers, even though those developments may be incompatible with the controllers supplied on this contract.

ii) Software Warranty

- (1) The Contractor shall provide a software warranty as specified in Exhibit G. to this Agreement for the period of five (5) years following the system’s Final Acceptance.

iii) Software Maintenance

- iv) The Contractor shall provide unlimited and ongoing technical and maintenance support, as specified in Exhibit H. to this Agreement, for up

to five (5) years after the expiration date of the Software Warranty, renewable annually at the sole discretion of the City.

- v) The contractor will provide up to 131 licenses for traffic signal controllers software (MaxTime) deployed at existing City intersections. Software if needed to be reinstalled due to controller failures, repairs, maintenance and replacements of controllers at these 131 intersections will be done at no additional software or licensing cost to the City. Installation or reinstallation of controller software due to any reason on the 131 intersections will be considered as part of 131 licenses, and will not be considered additional license(s). The City will pay additional license fee when new intersection above and beyond 131 existing intersection is added to the system.

b) Hardware Warranty and Repair

i) Hardware Warranty

- (1) The Contractor shall provide two (2) year hardware manufacturer's warranty for any ATC compliant controllers or engine boards provided by the Contractor.

ii) Hardware Repair

Throughout the Initial Contract Term and any and Subsequent Contract Terms the Contractor shall provide:

- (1) ATC compliant hardware repairs – repair to be completed and equipment returned back to the City within thirty (30) calendar days.
- (2) Two-way freight shall be included in the price of the repair.

c) Payment

- i) Technical support during the software warranty period shall be included in the price of the software. Annual technical support and maintenance after warranty expiration date will be paid by the City annually to the Contractor starting in the first (1st) month following the end of the five (5) year factory warranty.
- ii) The hardware warranty shall be included in the price of the hardware. Repair services shall be provided by the Contractor on the per-unit basis per the Contractor's standard hardware warranty.

Exhibit B**CONTRACT PRICING**

| <u>Item</u> | <u>Unit</u> | <u>Qty</u> | <u>Invoice Upon Delivery</u> | <u>Invoice Upon Final Acceptance</u> | <u>Total Price</u> |
|---|-------------|------------|----------------------------------|--|---------------------|
| System License for MaxView (131 Intersections) | LS | 1 | \$ 123,428.38 | \$ 13,713.38 | \$ 137,141.76 |
| System Implementation which includes implementation and Fine Tuning of Signal Timings | LS | 1 | \$ 28,000.00 | \$ - | \$ 28,000.00 |
| MaxView Training (2 Days) | LS | 1 | \$ 2,000.00 | \$ - | \$ 2,000.00 |
| Controller Training (2 Days) | LS | 1 | \$ 2,000.00 | \$ - | \$ 2,000.00 |
| Model 2070-IC ATC CPU Module | LS | 55 | \$ 59,591.20 | \$ 6,621.25 | \$ 66,212.45 |
| Model 2070LDX Traffic controller | LS | 50 | \$ 138,199.50 | \$ 15,355.50 | \$ 153,555.00 |
| Base Station Radios | LS | 4 | \$ 16,177.65 | \$ - | \$ 16,177.65 |
| Subscriber Radios | LS | 52 | \$ 58,189.95 | \$ - | \$ 58,189.95 |
| Radio Installation | LS | 1 | \$ 47,300.00 | \$ - | <u>\$ 47,300.00</u> |
| Total | | | | | \$ 510,576.81 |

Maintenance and Support

| <u>Item</u> | <u>Unit</u> | <u>Qty</u> | <u>Price</u> |
|--------------------------|-------------|------------|--------------|
| Years 1-5 | Lump Sum | 1 | Included |
| Each Additional Year | Lump Sum | 1 | \$ 16,000.00 |
| Refresher 2 Day Training | Lump Sum | 1 | \$ 2,000.00 |

Exhibit C

SYSTEM SPECIFICATIONS

1) Central Software Basic Functional Requirements

The following defines a series of functional requirements which the ATMS system must support. As part of the system test development called for in the Scope of Work, the Contractor shall be responsible for ensuring that all software functionality and all software functional requirements are tested and verified before the system goes live (see Section 2.d.2.6 above). The Contractor shall be responsible for furnishing all software and equipment that may be necessary to demonstrate conformance with these requirements.

a) Compatibility

- i) The central system client software shall be fully compatible with following computer operating systems: Windows 7 (all versions), Windows 8 (all versions), Mac OS X (Lion+).
- ii) The central and local software shall support a system of local Advanced Transportation Controllers (ATC) compliant to the open ATC (version 5.2b or later) standard (<http://www.ite.org/standards/ATCcontroller>), and shall fully comply with the controller functions defined in the NEMA Standards Publication for TS-2 Traffic Signal Controller Assemblies with NTCIP Requirements v02.06 (<http://www.ntcip.org>).
- iii) The system shall be capable of interfacing with all Advanced Traffic Control (ATC) and NTCIP 1202 standard equipment.
- iv) The central software shall have a Microsoft SQL-Server™ database that is compatible with standard formats, such as SQL and XML.
- v) The central software shall support multiple (different) versions of the local control software running at different intersections.

b) Communication Protocol

- i) The Contractor shall provide all NTCIP Management Information Base (MIBs) files associated with the licensed controller software including manufacturer specific and extended objects. Re-distribution and re-use of the MIBs associated with the licensed controller software shall be permitted as specified in Exhibits G and H of this Agreement.
- ii) The central software and local controller software shall support all mandatory ASC NTCIP objects and 1202 series NTCIP STMP & SNMP protocols over IP.

c) UPS and Backup

- i) The central software and server hardware shall be capable of integration with the City's existing uninterruptible power supply (UPS) that detects power outages and allows for the orderly shutdown of the system, or transfer to backup power. The system shall be brought back online automatically when primary power is restored.

d) Monitoring

- i) The central software shall monitor and return status information on all local detectors, system detectors, controllers (flash, free, coordination, etc.), and communication status to Traffic Management Center and workstations. The central software shall notify operators by message or alarm in the event of equipment malfunction.
- ii) The central signal system software shall be capable of monitoring the traffic signal controllers on a second-by-second basis. If polling rates are restricted by elements of the field communications infrastructure, the central signal system software shall monitor the traffic signal controllers at the most frequent rate possible, up to second-by-second rates. At startup, the central signal system software shall establish communications with all intersection controllers via the central communication system and begin second-by-second monitoring. The central signal system software shall start to process both incoming data and user requests. A message communications scheme shall be included that ranks messages to controllers on a priority level basis in which upload/download is a higher priority than second-by-second monitoring.
- iii) The central software shall display a flashing graphic on the main map to indicate that an actively configured intersection has lost communication.
- iv) Controller hardware monitoring shall diagnose and report on detector and controller output. The diagnostics shall compare controller settings in the field compared with database parameters, highlight differences and identify failures. Upon failure, the central signal system software shall log the event and also display a visual alarm to the operator. The event log shall include both the controller time and the central signal system software time. The central signal system software shall continue to attempt communication with the failed component. If the failed component communicates successfully for an operator-specified amount of time, the component shall be considered operational. This event shall also be logged, along with the clearing of the alarm for the failed component. The operator shall be able to disable these components through the user interface. When disabled, these central signal system software shall not communicate with the component. The central software shall provide a graphical drag and drop user interface for configuration of detailed intersection status screens. Intersection status

screens shall support Flashing Yellow Arrow and other miscellaneous special functions in a clear and intuitive display.

- v) The intersection status screens shall be capable of displaying all phase, pedestrian, and overlap intervals using one dynamic object per each type of output. Status objects including flashing Don't Walk and flashing Yellow Arrow intervals shall display those intervals as flashing objects in the central system. Five-section signals Protected/Permissive shall display similar to the actual signal head.
- vi) The central software shall provide a mechanism to view the current coordination status of a static or dynamic group of intersections. The current coordination status screen must display the running pattern, cycle time, offset, and split timings of all intersections in the static or dynamic group in real time. From the status screen the user must be able to change the pattern of a given intersection or apply a manual command (with expiration time) to the entire group.

e) Interface Features

- i) For ease of deployment and the future integration with other map based City applications, the central software shall have a "Thin-Client" based graphical user interface architecture with point and click and map-based entity selection functionality, and data exchange between the system software and other applications. Client workstations shall be web-based and shall not require client software.
- ii) The central software shall have a system map supporting Microsoft's Bing Maps and will also support City supplied ArcGIS layers. The map shall allow the user to zoom in to reveal additional real-time dynamic system, sub-system, corridor, and intersection data at selected graphical zoom levels directly on the main system map.
- iii) The central software main map must be capable of displaying intersections as graphics on the main system map. As a user zooms into a higher resolution on the main map, the graphical representation of a given map object shall update to show additional details and relevant information related to that object.
- iv) In addition to static background images, the central software main map and detailed intersection views shall support Internet based map tile sources such as Bing Maps or Open Street Maps streamed live from the source or from the central system server, requiring no additional map configuration from the City.
- v) The central software shall provide a mechanism to display a road, aerial or hybrid map in the main interface.

- vi) The central software shall provide a mechanism for each user to select a set of intersections as Favorites, allowing easy access to detailed status directly from the main map. Favorite intersections shall be identical across user's logons.
- vii) The central software shall provide a mechanism to quickly locate a section, group, or intersection on the main map.
- viii) The central software shall provide a detailed communication event log and status of intersection communication connection directly in the main interface.

f) Traffic Management Functions

- i) The central software shall support a hierarchy for timing control boundaries, reporting, and system actions (such as group flash) by time of day, scheduler initiation, or user intervention through the graphical interface. Under this interface schedule, manual command, or other similar commands shall be applied to sub-groups or individual intersections, over-riding system control.
- ii) The central software shall allow the user to create pre-defined sections and groups of controllers using a drag and drop interface, as well as select dynamic one-time-use groups of controllers from the main map.
- iii) The central software shall support simultaneous central editing of local controller timing parameter databases and automatically generated time-space diagrams for a defined or dynamic section or group of controllers. User shall be able to modify offsets directly in the time-space diagram.
- iv) The time-space diagram shall display the programmed splits versus actual splits simultaneously.
- v) The central software shall allow central editing, and archive storage, review and retrieval of all local controller database parameters.
- vi) The central software shall allow "live" editing of controller database parameters where changes are updated and applied directly from the controller vs. uploading / downloading / archiving of database.
- vii) The central software shall automatically update the database structure and database fields in the central database editor based on the version of the local software running at the intersection. For example, when a local controller software version is updated in the street, the new database table structure and parameters shall automatically be visible in the central software database editor without any user configuration on the central system.
- viii) The central software shall support simultaneous control of multiple control zones with each having different control modes (Time of Day, Adaptive Control and Manual Control) and different timing plans (cycle length, offset,

and split). Coordination shall be possible between adjacent control zones or subsystems.

- ix) The central software shall support the configuration of traffic responsive control algorithms for a given group or corridor based on system detector Measure of Effectiveness (MOE) data.
- x) The central software shall support flash/free control operation via manual command or Time of Day schedule.
- xi) The central software shall support the central editing of local and adaptive control parameters and controller features.
- xii) The central software shall provide a mechanism to apply a manual command (i.e. pattern change) to a static or dynamic group of intersections. The user must be able to specify a time out for the manual command at which the control will revert to the previous control mode.
- xiii) The central software shall provide a detailed command and control event log that can be filtered to a given section, group, or intersection. The event log shall show the command, time and user/source that initiated the command.
- xiv) The central signal system software shall be capable of variable left-turn phasing including lead, lag, and lead/lag phasing. The central signal system software shall recognize first and third-car left-turn detection. The central signal system software shall recognize a variety of different phase sequences commonly used in the Traffic Engineering field such as split phase, sequential, etc.
- xv) The central software shall support configuration of streaming video feeds per intersection. Configured videos shall be displayed in the detailed intersection view or the favorite intersection view of a given intersection. The central system shall support the following video formats:
 - (1) Motion JPEG
 - (2) Raw Video
 - (3) RGBA format
 - (4) Uncompressed 32 bit Alpha Red, Green, Blue
 - (5) YV12 format- YCrCb(4:2:0)
 - (6) Uncompressed YCrCb(4:2:0)
 - (7) RGBA - 32 bit Alpha Red, Green, Blue
 - (8) Windows Media Video and VC-1 formats
 - WMV1: Windows Media Video 7
 - (9) Supports Simple, Main, and Advanced Profiles
 - (10) WMV2: Windows Media Video 8
 - (11) WMV3: Windows Media Video 9
 - (12) Supports Simple and Main Profiles.
 - (13) WMVA: Windows Media Video Advanced Profile, non-VC-1
 - (14) WVC1: Windows Media Video Advanced Profile, VC-1

- (15) Supports Advanced Profile
- (16) H264 (ITU-T H.264 / ISO MPEG-4 AVC) formats
- (17) Supports H.264 and MP43 codecs
- (18) Supports Base, Main, and High Profiles
- (19) Supports PlayReady DRM with Mp4 (H264 and AAC-LC)
- (20) MPEG-4 Part 2 format
- (21) Supports Simple and Advanced Profiles

g) Data Import/Export Capabilities

- i) The central software shall support the export of any database table to MS Excel, Word or Adobe PDF format.
- ii) The central software shall support the import/export of signal timing and phase data to/from Synchro from an individual or group of intersections.
- iii) The central software shall support the export of Time Space diagrams to PDF.
- iv) The central software shall support printing of database tables directly from the system, showing a print preview window before the document is printed.

h) Capacity

- i) The proposed system shall be scalable in the number of intersections and components that can be integrated to meet the City's current and future needs.
- ii) The central software shall be able to support at least one thousand (1,000) traffic signals.
- iii) The central software shall support a minimum of five hundred (500) system-initiated or schedule-initiated events (timing plan changes) that are recurring (hourly, daily, weekly, monthly, or annually) or single instance.

i) Access

- i) The central software database shall be structured so that system monitoring data, such as speed and volumes from system detector stations, may be accessed and archived in a manner useful for real time publication to World Wide Web advanced traveler information system Web sites.
- ii) The central software shall support IP/Ethernet communications between the central application servers and field devices, including signal controllers and sensors.
- iii) The central software shall support a multi-level security system that controls access to the system. The user's capabilities shall range from view only to

total system control depending on the privileges granted from the password assigned to an individual or agency.

- iv) The central software shall support email messaging for NTCIP and multiple customizable, non-NTCIP alarm levels selected by the user.
- v) The central software shall be accessible from any client machine through a Web Browser (such as Internet Explorer, Google Chrome, Apple Safari) running on Windows XP, 7, 8 or Mac OS X. In addition, the central software shall be installed onto a client machine with one click.

j) Updates and Development

- i) The Contractor's current software development tool kit (including tool-chain and other necessary Linux Libraries) for the ATC engine board shall be available to the City at no additional cost for the lifetime of the product. Once a new standard ATC API Software has been developed and released by the ITE, AASHTO, and NEMA Joint Committee on ATCs, the Contractor shall revise their APR and toolkit in accordance with the new industry standard, and the new API and toolkit shall be provided to the City at no additional cost.
- ii) The central software client shall be automatically updatable by deploying a new version to the central software service without the need to uninstall the previous version. The next time a client logs into the central server the client software shall be updated to the latest version and the new features available for use. The update shall be automatic if the user is using a Web Browser or an installed, stand-alone version of the client software.

2) Software/Hardware

a) Software License

- i) The Contractor shall provide software licenses as specified in Exhibits G. and H. of this Agreement.
- ii) The Contractor shall provide any third party software licenses to the City for any software that may be necessary or proposed by the Contractor to use. Example: report-configuring, diagnostic, or monitoring software.

b) Operating System Requirements

- i) The operating system for all software provided under this project shall be Microsoft Windows Server 2008 R2 (server machine) or later, or Windows 7 Professional/Mac OS X (client machine) or later. The release used shall be the latest revision available as recommended by the supplier of the system software.

- ii) The network operating system (NOS) shall be Microsoft Windows Server 2008 R2 or approved equal and must be compatible with the traffic signal system software.

c) Utility Software

- i) The Contractor shall furnish utility software for editing signal controller databases locally at the signal cabinet. This software must be compatible with local controller software and signal system central software and must allow to import and export controller databases from the central software and the local controller.

d) Server Software

- i) System shall support communications, applications and databases for up to 250 intersections on a single server.

3) Model 2070 Advanced Traffic Controller

The Contractor is requested to provide pricing for Model 2070ATC Advanced Traffic Controllers and the 2070-1C modules to upgrade existing Model 2070 controllers to Model 2070ATC controllers. These controllers and modules are part of the Traffic Management System upgrade in quantities as shown in Exhibit "D", Contract Pricing and the City may elect to order additional controllers and/or 2070-1C modules throughout the Contract duration if the City decides to upgrade or expand its system.

a) Applicable Standards

- i) All electronic components, workmanship, and functionality of the traffic signal controller shall also support open architecture and be compliant with current ITE, AASHTO, and NEMA Standard Publication for Advanced Traffic Controllers Version 5.2b as well as the National Transportation Communications for ITS Protocol (NTCIP) Requirements. Controller Model 2070-1C (CPU) modules shall also support open architecture and be compliant with current ITE, AASHTO, and NEMA Standard Publication for Advanced Traffic Controllers Version 5.2b.
- ii) All major components shall meet the environmental, design, and operating standards outlined in the current ITE, AASHTO, and NEMA Standard Publication for Advanced Traffic Controllers Version 5.2b.
- iii) These standards specify minimum requirements for the traffic signal controller except where requirements specified in the Contract Documents exceed the aforementioned standards. Any changes or updates to the above standards will require that the controllers provided after the date of issuing such change or update comply with the updated or changed standards.

b) Hardware

i) Enclosure

- (1) The Controller enclosure shall be designed for rack mounting. The enclosure shall be aluminum with a protective finish and enclose all electrical components of the controller. All hardware and electrical components shall be modular for ease of replacement and repair. The modules and front panel of the controller shall be permanently marked to identify I/O connections, fuse holders, indicators, etc.

ii) Additional Hardware Requirements

- (1) Power supply must be capable of supplying 95-250 VAC 50/60HZ Auto Sensing.
- (2) Engine Board and CPU shall be compliant with the ATC Standard 5.2b as noted above.
- (3) Minimum required board memory: 64 MB Flash, 64 MB DRAM, and 1 MB SRAM.
- (4) There shall be no batteries or moving parts such as fans or memory storage devices with rotating parts in the controller unit.
- (5) All keypads to be mounted on the controller front panel and are to be covered with a one-piece, water-resistant, poly-vinyl membrane.
- (6) The active status light shall be a blue LED and be visible in direct sunlight.
- (7) Controller hardware shall integrate into the controller in Caltrans style traffic signal control cabinets.

iii) Communications Ports

- (1) In addition to the ATC Standard 5.2b, the traffic signal controller shall include the following communications ports and configurations:
 - (a) Two, two-port 10/100 Mbit Ethernet network cards with independent user programmable subnets (IP Address, Subnet Mask, and Default Gateway).
 - (b) One, three-port Universal Serial Bus (USB) Hub.

c) Operating System

i) O/S Version

- (1) The Traffic Signal Controller shall use a Linux operating system (O/S) with kernel version 3.0 or later and shall include standard POSIX libraries for application support including real-time extensions of POSIX 1003.1b. To facilitate application level access to the ATC hardware, a Board Support Package (BSP) shall be provided by the controller manufacturer for access to hardware-specific drivers.

ii) O/S Updates

- (2) Operating System updates shall be completed from a personal computer over an Ethernet connection, or directly from a USB flash drive plugged into the controller's front panel. The update process shall be automated and packaged as a simple executable (.exe) file enabling the user to perform the update within a few steps.

d) **Intersection Control Software**

- i) The intersection control software (MaxTime) should provide at a minimum, the functionality and operations specified in the NEMA TS-2 with NTCIP v02.06 Standard. All objects and functions available in the local control software should be named and defined according to the current NTCIP standard. Additionally, non-required or manufacturer specific objects and functions should have a straight-forward, logical label and/or definition.

e) **Basic Functionality**

- i) In addition to the aforementioned NEMA TS-2 Standard, the controller must satisfy the following additional requirements:

- (1) 40 programmable phases.
- (2) 16 timing rings that can be configured by the user to run concurrently or independently.
- (3) 32 overlaps.
- (4) 20 unique phase sequences that can be programmed and operated by time of day. Each sequence should allow the user to specify specific phase order and sequence beyond basic phase pair reversal/switching
- (5) 128 unique timing patterns, each with a unique:
 - (a) Cycle length, free, or flash command.
 - (b) Phase split table.
 - (c) Offset.
 - (d) Phase or pedestrian recall or omit (per pattern).

- ii) User must be able to easily configure:

- (1) Flashing Yellow Arrow functionality.
- (2) Pedestrian Overlaps.
- (3) Pedestrian advance or exclusive pedestrian intervals.
- (4) Trailing green sequences for compound intersections.

- (5) Preemption routines in accordance with the NEMA TS-2 specification (v02.06).
- (6) 72 Detectors
 - (a) Ability to call multiple phases with one detector.
 - (b) Detector Diagnostics.
- (7) 16 Preempt Routines
- (8) 32 Customizable Alarms
- (9) Proposed controller (local) software can be installed on a Model 170 controller by changing only the CPU module.

f) User Interface

- i) In addition to the front panel screen, the traffic signal controller shall have an on-board web server which hosts a graphical user interface for monitoring and configuring the intersection control software. The web server interface shall provide access from any internet enabled device with a web browser. No additional or proprietary software shall be needed to use the graphical user interface.

g) Input/Output Configuration

- i) The intersection control software (MaxTime) shall allow the user to dynamically configure and modify input and output pins on an individual, pin by pin basis. In addition, the user shall be able to configure the signal output channels (phase/overlap to load-switch) so that any phase, overlap, or pedestrian output can drive any available load-switch in the traffic signal cabinet. The user shall be able to perform such configurations and modifications from the controller front panel or web user interface, without the need for additional configuration software or downloading additional files to the controller.

h) Master and Peer to Peer Communications

- i) The signal controller shall be capable of operating in a closed loop network with other controllers as a master or slave controller without the need for additional software or licensing. The master unit must be able to perform the duties of a master controller in the closed loop network while simultaneously conducting traffic signal operations at the local intersection. The signal controllers within the network shall communicate with other controllers via serial or Ethernet communications.
- ii) The Intersection Control Software shall support Peer to Peer functionality. Peer to Peer allows the controllers to send messages to other controllers connected in the same network via serial or Ethernet communications.

i) User Logic

- i) In addition to standard operations specified in the NEMA TS-2 for NTCIP v02.06 Standard, the intersection control software shall have a basic logic processor. The user shall be able to specify “if-then” conditions using the basic NTCIP objects including but not limited to phase indications, detector calls, and preempt status. For example, the processor shall provide a way for the user to program the following condition in the controller front panel: “Call Detector 2 when phase 4 is green;” no additional software or licensing shall be necessary.

j) Database Management

- i) The intersection control software and traffic signal controller shall be capable of storing multiple traffic signal databases (timing files) on the controller at any given time. The software shall allow the user to save to, or select from the list of stored databases on the controller from the front panel or web user interfaces. Databases shall be transferred between a personal computer and the traffic controller via an Ethernet connection using the web-user interface, or using a standard FAT (or FAT-32) formatted USB flash drive using the controller’s front panel user interface. The software shall provide a user interface to select and save a database from the USB flash drive to the controller when multiple databases are located on the USB flash drive.

4) Radio Specifications

- a) Radio Units shall be configurable as either a Subscriber or Base station unit.
- b) Radios shall be MIMO and support 300Mbps capacity using 40MHz channels
- c) Radios shall be capable of automatically configuring the data streams to transmit separate data streams to double capacity or combine them to double distance.
- d) The wireless device shall support operation from 4.94GHz – 5.925GHz inclusive in a single radio and be DFS compliant in the 5.25-5.35 and 5.47-5.725GHz bands.
- e) The wireless device shall support 5, 10, 20 and 40MHz channel sizes.
- f) Includes 1 year warranty which includes 24x7x365 Technical Support.
- g) Radio Software Features
 - (1) The radio must support a scheduled access protocol where a Layer 2 scheduler with built in forward error correction and buffering plus retransmission is used to ensure error free video transmission
 - (2) The radio must support a Jitter Correction Algorithm that adjusts jitter timing to avoid delay fluctuation in high quality video stream
 - (3) The radio must support QOS enabled by default to ensure latency control and efficient bandwidth share between multiple client devices
 - (4) The radio must support Dynamic uplink vs. downlink bandwidth allocation.
 - (5) The radio must support Data burst transmission to reduce protocol overhead by transmitting all packets of a single video frame in one data burst, thus increasing radio efficiency.

- (6) The radio must support true Multicast
- (7) The radio must support High speed mobility using IBSUP to ensure all devices connected to the mobile radio maintain their IP connections and data stream without creating unnecessary retransmissions or link re-establishments which interrupt video streaming.
- (8) The radio must support IGMP snooping. This feature allows WOPR to listen in on the IGMP conversation between CCTV multicast cameras and routers. By listening to these conversations the radio maintains a map of which links need which IP multicast streams. Multicasts may be filtered from the links which do not need them and thus controls which ports receive specific multicast traffic
- (9) The radio must support ATPC, Adaptive Transmit Power Control, which automatically changes transmit power level to keep Signal to Noise Ratio within its optimal range to minimize errors over the radio link
- (10) The radio must support DCS, Dynamic Channel Selection, which automatically selects the best channel and frequency to minimize errors over the radio link
- (11) The radio must support DDRS, Dynamic Data Rate Selection, which automatically sets the optimal data rate with minimal errors for every radio at distances from 100' to 10+ miles
- (12) The wireless device shall be fully compatible with IPv4 Ethernet without conversion along with the following networking standards:
 - a. ICMP
 - b. ARP (RFC 826)
 - c. VLAN (802.1Q)
 - d. SNMPv1/v2
 - e. SNMP v2c
 - f. SNMP v3
 - g. HTTP(s) Server
 - h. Telnet
 - i. Secure Telnet (SSH)
 - j. TFTP client
 - k. RADIUS
- (13) The wireless device shall support 128bit AES encryption between Base and Subscriber units.
- (14) The wireless device shall support dual 10/100/1000 gigabit Ethernet ports and be capable of powering the 2nd Ethernet port.
- (15) The wireless device shall use Power over Ethernet (PoE) to operate. The device's PoE power supply shall be equipped with the functionality required to reset/reload in the event of loss of communication. The PoE supply shall allow for adequate power to supply the secondary PoE 'Out' port located on the radio.

- (16) The wireless device shall be easy to install. It shall provide indicators that are readable in daylight for both Ethernet status and RF link.
- (17) The wireless device must provide an Audible Antenna Alignment and include all equipment required to utilize this feature.
- (18) The wireless device(s) shall support the operator's ability to select operating channel bandwidths of 5, 10, 20 or 40MHz with 1MHz channel spacing.
- (19) The wireless device(s) shall support a mechanism for decreasing the receive sensitivity.
- (20) The wireless device shall be rated for installation in an outdoor environment without additional enclosure and shall meet the IP67 standard.
- (21) The wireless device(s) shall provide a mount for installation to a wall or pole (1.5" to 3" diameter).
- (22) The wireless device, when configured as a BSU must allow for a maximum of 250 remote subscriber units (SU). The Max SU count must also be configurable to allow the operator of limiting the amount of SU's per Base Station.
- (23) When configured as a Base Station in a multipoint network, and with sufficient link margin, a single unit shall be capable of providing up to 240Mbps of Layer 2 throughput. This capacity shall be dynamically assigned to remote subscriber units based upon their load and according to the QOS policy set forth within the BSU.
- (24) The Wireless device(s) shall support a highly configurable Quality of Service (QOS) scheduling mechanism. QOS shall be configurable by the user via web GUI and both administered and controlled from the BSU for all associated SU's. Controls within the QOS configuration must include: Max Information Rate and Committed information rate (MIR/CIR), Latency and Jitter control with 5ms steps, Priority with 7 steps,
- (25) Packet Identification Rule (PIR) – support for up to 64 PIR's.
- (26) Service Flow class (SFC) – up to 32 SFC's and allow up to 8 PIRs to be associated per SFC
- (27) QoS class – Allow up to 8 QoS classes and support up to 4 SFC's to be associated per QoS class
- (28) The Wireless device shall support VLAN's.
- (29) Transparent Mode: BSU and SU shall pass any/all packets with or without VLAN specific information.
- (30) Trunk Mode: The SU and BSU shall transfer only tagged frames received on the Ethernet or wireless interface. In Trunk Mode, BSU shall support up to 256 VLAN ID's / SU shall support up to 16 VLAN ID's
- (31) Mixed VLAN: Allow for Access and Trunk mode simultaneously.
- (32) Q in Q 'VLAN Stacking': Using the Q-in-Q mechanism, an Outer VLAN ID and Priority are added to VLAN tagged packets on top of the existing VLAN ID, such that interference is avoided and traffic is properly routed

- (33) Management VLAN: When VLAN's are enabled on the devices they shall also support provisioning of a Management VLAN to separate and secure all IP based radio management functions.
- (34) The Base Station Unit (BSU) shall provide a function separate of VLAN's to block communications between SU's.
- (35) The wireless device(s) shall support extensive Monitoring abilities. The ability to monitor the following values shall exist on both SU and BSU devices.
- (36) Per Station Statistics: RSL, Noise, Tx Rate, Tx Success, Tx Retries, Tx Failures
- (37) Ethernet interface: CRC errors, In/Out octets, In/Out Errors
- (38) Wireless interface: CRC errors, In/Out octets, In/Out Errors
- (39) MAC Address Learn table with indication of interface of which MAC was detected
- (40) The wireless device(s) shall support temperature logging of the unit's internal temperature. Logging interval shall be user configurable in 5 minute increments between 1 and 60 minutes. Results shall be available via Web GUI. Furthermore, SNMP traps shall be sent when/if unit reaches limits defined by the manufacturer.
- (41) The wireless device(s) shall support uploading or downloading of device configurations.
- (42) The wireless device must support a spectrum analyzer.
- (43) The wireless device(s) shall support PPPoE end point to allow connection with a PPPoE server.
- (44) The wireless device(s) shall support: IP over IP or Generic Routing Encapsulation (GRE)
- (45) The wireless device(s) shall support Radius Provisioning (QOS and VLAN) to provide setup via vendor specific attribute upon authentication.
- (46) The wireless device(s) shall support dual login level for admin with full access and monitor only for read only access.
- (47) The wireless device(s) shall support EIRP limit control
- (48) The wireless device(s) shall support both radar based and manual channel blacklisting when running DFS mode
- (49) The wireless device(s) shall support local or SNTP time configuration
- (50) The wireless device(s) shall support local, Syslog and SNMP trap event reporting
- (51) The wireless device(s) shall include sFlow Probe agent for performance monitoring
- (52) The wireless device(s) shall support Frequency edge setting to restrict operation to a specific frequency band

h) Radio Power Specifications

- (1) Input shall be 110/250 VAC
- (2) Output shall be current .67A at 48V
- (3) Power consumption shall be maximum 32 Watts when powering the second Ethernet port

- (4) Power over Ethernet shall be via RJ-45 Gigabit Ethernet interface port
- (5) Secondary 802.3af Gigabit Ethernet Port shall be available on Radio
- i) Radio Environmental Specifications
 - (1) Operating temperature shall be between -40 and 60 degrees Celsius
 - (2) Storage temperatures shall be between -55 and 80 degrees Celsius
 - (3) Humidity shall be max 100% relative humidity (non-condensing)
- j) Radio Physical Specifications
 - (1) Dimensions - Packaged 15.94 x 15.94 x 8.46 in (405 x 405 x 215 mm), Unpackaged 10.51 x 10.51 x 327 in (267 x 267 x 83 mm)
 - (2) Weight - Packaged 14.77 lbs (6.7kg), Unpackaged 7.27 lbs (3.3 kg)
- k) Radio System Specifications
 - (1) Radio and Transmission Specifications
 - a. Modulation method shall be OFDM with BPSK, QPSK, QAM16, QAM64
 - b. Frequency shall be 4.94-5.925Ghz (Subject to country regulations)
 - c. Data Rates shall be MCS 0-15 for High Throughput mode (6.5 – 300Mbps)
 - d. 2x2 MIMO (Multi-Input Multi-Output)
 - e. Channel sizes shall be software selectable 5, 10 or 20 or 40Mhz
 - (2) Interfaces
 - a. Wired Ethernet shall be two auto MDI-X RJ45 10/100/1000Mbps Ethernet Port #1 with PoE in and Data – Port #2 with PoE out (802.3af pin out) & data
 - b. Wireless Protocol shall be WRP (Wireless Outdoor Router Protocol)
 - (3) MTBF must be greater than 250,000 hours.

Exhibit D

DELIVERABLE ACCEPTANCE FORMS

| | |
|--|--------------------------------|
| Deliverable Acceptance Form | |
| Phase Number: | Phase Name/Description: |
| Deliverables Included in this Submittal: | |
| Purpose of Deliverable Acceptance Form: This deliverable acceptance form is used for the following purposes: <ul style="list-style-type: none">• Review deliverable (Project Officer) | |
| Comments/Notes: | |
| Approval: | |
| <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">Project Manager</div><div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">Date</div></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">City Project Officer</div><div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">Date</div></div> | |
| | |

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| Phase Acceptance Form | |
| Phase Number: I | Phase Name/Description: Central System Software This phase includes the installation and configuration of the Central System Software in anticipation of the controller upgrades and ITS component integration to be performed in subsequent phases. |
| Deliverables Included in this Phase: - ACTIONS: <ul style="list-style-type: none"> ○ Install Central System Software on City Provided Server ○ Distribute Desktop Shortcut on City Workstations - DOCUMENTS: <ul style="list-style-type: none"> ○ Successful Functional Test Results ○ User Manual | |
| Purpose of Phase Acceptance Form: This phase acceptance form is used for the following purposes: <ul style="list-style-type: none"> • Review all Phase documentation and sign off on Phase (Project Officers and Project Team managers) | |
| Comments/Notes: | |
| Approval: <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Project Manager</div> <div>Date</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>City Project Officer</div> <div>Date</div> </div> | |
| Phase Acceptance Form | |

| | |
|---|---|
| Phase Number: II | Phase Name/Description: Controller Upgrades, New Controllers and Radio Equipment This phase consists of the integration of the existing traffic signal controllers into the new ATMS. This includes upgrade of the City's Model 2070 controllers, supplied of new Model 2070ATC controllers and the required testing and configuration of the controllers in the Central System. This phase will also include the supply and configurations of all radio equipment required under the contract and provide on-site support to the installing contractor. |
| Deliverables Included in this Phase: - ACTIONS: <ul style="list-style-type: none"> ○ Upgrade Model 2070 Controllers, supply new Model 2070ATC Controllers and Integrate into Central System Software ○ Configure intersections in Central System Software ○ Supply and configure radio equipment along with on-site technical support to the installing contractor. - DOCUMENTS: <ul style="list-style-type: none"> ○ Successful Controller Bench Test Results ○ Successful System Operational Test Results | |
| Purpose of Phase Acceptance Form: This phase acceptance form is used for the following purposes: <ul style="list-style-type: none"> • Review all Phase documentation and sign off on Phase (Project Officers and Project Team managers) | |
| Comments/Notes: | |
| Approval: <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"> <div style="width: 45%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 45%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Project Manager</div> <div style="width: 45%;">Date</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 45%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">City Project Officer</div> <div style="width: 45%;">Date</div> </div> | |

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|---|--|
| Phase Acceptance Form | |
| Phase Number: IV | Phase Name/Description: ITS Component Integration This phase consists of the integration of the various ITS components utilized by the City including but not limited to video detection, CCTV cameras (ONVIF compliant), GIS layers, 3 rd party devices that support a web server through http protocol, etc. |
| Deliverables Included in this Phase: - ACTIONS: <ul style="list-style-type: none"> ○ Integrate various ITS components with Central System Software per contract documents - DOCUMENTS: <ul style="list-style-type: none"> ○ None | |
| Purpose of Phase Acceptance Form: This phase acceptance form is used for the following purposes: <ul style="list-style-type: none"> • Review all Phase documentation and sign off on Phase (Project Officers and Project Team managers) | |
| Comments/Notes: | |
| Approval: <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Project Manager</div> <div>Date</div> </div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>City Project Officer</div> <div>Date</div> </div> | |
| Phase Acceptance Form | |

Exhibit E

MAXVIEW END-USER SOFTWARE LICENSE AGREEMENT

The MAXVIEW software was developed by the Contractor as an advanced traffic management system. This End-User License Agreement ("License Agreement") sets forth the terms under which the City may use the Software.

Access to and use of the Software is by permission of the Contractor only.

Based on the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **NATURE OF LICENSE AGREEMENT.** This License Agreement is a part of a legal contract made between the City and the Contractor. This License Agreement contains the terms and conditions that the City must comply with if it wishes to access and use the Software.

2. **LICENSE GRANT.** The Contractor hereby grants to the City a nonexclusive, nonassignable, nonsublicensable, perpetual license, for their internal use only, to access and use the Software and any user's guides, specifications, and other related documentation (the "Documentation"), subject to the terms and conditions of this License Agreement. The licenses granted herein are conditioned upon payment of all applicable software fees as specified in the Main Agreement. The license granted shall have no term limit.

3. **OWNERSHIP OF SOFTWARE.** The Contractor retains all rights to the Software and the Documentation not specifically granted in this License Agreement. The Contractor owns the Software and the Documentation and all copyright and other intellectual property rights therein, and this License Agreement does not transfer any title to or any proprietary or intellectual property rights in or to the Software, any updates or derivative works thereto, or the Documentation, or any copyrights, patent rights, or trademarks embodied or used in connection therewith, except for the rights expressly granted in this License Agreement. The Software and the Documentation are protected by United States laws and international treaty provisions.

4. **COPYING RIGHTS.** The City may make copies of the Software and Documentation, as required for backup or modification purposes in support of its use of the Software and Documentation, but the City must include existing copyright notices on any such copies, or modifications. Such notice(s) may appear in several forms, including machine-readable form, and the City agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

THE CITY MAY NOT USE, COPY, OR MODIFY THE SOFTWARE, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS LICENSE AGREEMENT.

5. **RESTRICTIONS.** Except as permitted under item 5 below, to the maximum extent permitted by law, the City will not (a) modify, reverse engineer, decompile, disassemble,

or attempt to derive the source code of the Software; (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer the Software access to any third party; (c) make any copy of or otherwise reproduce the Software; or (d) use the Software to provide service bureau or time-sharing services.

The City agrees to take all reasonable steps to safeguard the Software so as to ensure that no unauthorized person will have access to it, and that no persons authorized to have access will make any unauthorized use. The City will promptly report to the Contractor any unauthorized use of the Software of which it becomes aware and will take such further steps as may reasonably be requested by the Contractor to prevent unauthorized use thereof.

6. The Contractor places no limitations under this License Agreement on the re-distribution and re-use of the Management Information Base (MIBs) associated with the licensed software. The City is permitted to copy, re-distribute and/or reuse the MIBs as they see fit to support their authorized use of the license software.

7. CITY OBLIGATIONS. The City will be solely responsible for: (a) providing all hardware, operating system firmware, and communications capabilities required for use of the Software, including, without limitation, ATC traffic controller hardware and firmware, with the exception of the traffic controllers provided as part of the Main Agreement; (b) generating and providing City's data including traffic control parameters and data to permit the City to use the Software.

9. TERM AND TERMINATION. The license granted in this License Agreement is effective until terminated in accordance with the provisions of the Main Agreement. The term of this License Agreement and the license grant herein shall commence on the date of the execution of the Main Agreement by the City. This license shall terminate automatically on failure to comply with any of the terms of this License Agreement. On termination of this License Agreement, the City agrees to promptly destroy all printed copies and delete all electronic copies of any documentation that it has downloaded, printed, or created relating to the Software, and to ensure that no copies of any of the Software screens, data, or other content remain archived or otherwise stored on its computers. Notwithstanding termination, the provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10 and 11 of this License Agreement shall survive and continue to apply.

10. CONFIDENTIALITY. The City agrees that it will not disclose to any third party the Software or any portion thereof, any technical, product, or business information, or any information that the Contractor identifies as confidential (collectively, "Confidential Information") related to the Software without the prior written consent of the Contractor. Notwithstanding the foregoing, Confidential Information does not include information that the City can demonstrate was (a) publicly available at the time of disclosure, or later became publicly available through no act or omission by the City; (b) in its possession before disclosure by the Contractor; or (c) disclosed to the City by a third party not in violation of any obligations of confidentiality to the Contractor or to any third party.

11. The contractor shall not be liable for any incidental, special, indirect or

consequential damages arising out of or relating to this license.

12. NO ASSIGNMENT. The City may not assign this License Agreement or any of the rights granted by the Contractor hereunder, in whole or in part, without the prior written consent of the Contractor, and any attempt to do so shall be void. This License Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

13. 3RD PARTY LICENSE. The City agrees to all 3rd party licenses documented in the Server Readme.txt file.

Exhibit F

MAXTIME END-USER SOFTWARE LICENSE AGREEMENT

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1. **NATURE OF LICENSE AGREEMENT.** This License Agreement is a legal contract made between THE CITY and the Contractor. This License Agreement contains the terms and conditions that the City must comply with if it wishes to access and use the Software.

2. **LICENSE GRANT.** The Contractor hereby grants to the City a nonexclusive, nonassignable, nonsublicensable, perpetual license, for their internal use only, to access and use the Software and any user's guides, specifications, and other related documentation (the "Documentation"), subject to the terms and conditions of this License Agreement. The licenses granted herein are conditioned upon payment of all applicable software fees as specified in the Main Agreement. The license granted shall have no term limit.

3. **OWNERSHIP OF SOFTWARE.** The Contractor retains all rights to the Software and the Documentation not specifically granted in this License Agreement. The Contractor owns the Software and the Documentation and all copyright and other intellectual property rights therein, and this License Agreement does not transfer any title to or any proprietary or intellectual property rights in or to the Software, any updates or derivative works thereto, or the Documentation, or any copyrights, patent rights, or trademarks embodied or used in connection therewith, except for the rights expressly granted in this License Agreement. The Software and the Documentation are protected by United States laws and international treaty provisions.

4. **COPYING RIGHTS.** The City may make copies of the Software and Documentation, as required for backup purposes in support of its use of the Software and Documentation.

THE CITY MAY NOT USE, COPY, OR MODIFY THE SOFTWARE, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS LICENSE AGREEMENT.

5. **RESTRICTIONS.** Except as permitted under item 6 below, to the maximum extent permitted by law, The City will not (a) modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software; (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer the Software access to any

third party; (c) make any copy of or otherwise reproduce the Software; or (d) use the Software to provide service bureau or time-sharing services.

The City agrees to take all reasonable steps to safeguard the Software so as to ensure that no unauthorized person will have access to it, and that no persons authorized to have access will make any unauthorized use. The City will promptly report to the Contractor any unauthorized use of the Software of which it becomes aware and will take such further steps as may reasonably be requested by the Contractor to prevent unauthorized use thereof.

6. The Contractor places no limitations under this License Agreement on the re-distribution and re-use of the Management Information Base (MIBs) associated with the licensed software. The CITY is permitted to copy, re-distribute and/or reuse the MIBs as they see fit to support their authorized use of the license software.

7. CITY OBLIGATIONS. The City will be solely responsible for: (a) providing all hardware, operating system firmware, and communications capabilities required for use of the Software, including, without limitation, ATC traffic controller hardware and firmware, with the exception of the traffic controllers provided as part of the Main Agreement; (b) generating and providing City's data including traffic control parameters and data to permit the City to use the Software.

8. TERM AND TERMINATION. The license granted in this License Agreement is effective until terminated in accordance with the provisions of the Main Agreement. The term of this License Agreement and the license grant herein shall commence on the date of the execution of the Main Agreement by the City. This license shall terminate automatically on failure to comply with any of the other terms of this License Agreement. On termination of this License Agreement, the City agrees to promptly destroy all printed copies and delete all electronic copies of any documentation that it has downloaded, printed, or created relating to the Software, and to ensure that no copies of any of the Software screens, data, or other content remain archived or otherwise stored on its computers. Notwithstanding termination, the provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10 and 11 of this License Agreement shall survive and continue to apply.

9. CONFIDENTIALITY. The City agrees that it will not disclose to any third party the Software or any portion thereof, any technical, product, or business information, or any information that the Contractor identifies as confidential (collectively, "Confidential Information") related to the Software without the prior written consent of the Contractor. Notwithstanding the foregoing, Confidential Information does not include information that the City can demonstrate was (a) publicly available at the time of disclosure, or later became publicly available through no act or omission by the City; (b) in its possession before disclosure by the Contractor; or (c) disclosed to the City by a third party not in violation of any obligations of confidentiality to the Contractor or to any third party; or (d) is required to be disclosed by law, rule, regulation or court order.

10. The contractor shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this license.

11. NO ASSIGNMENT. The City may not assign this License Agreement or any of the rights granted by the Contractor hereunder, in whole or in part, without the prior written consent of the Contractor, and any attempt to do so shall be void. This License Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Exhibit G

STANDARD WARRANTY SOFTWARE PRODUCTS

COVERED PRODUCTS

The products listed below installed at the City site are covered by this Warranty:

- ATMS - Intelight MaxView
- Controller Software - Intelight MaxTime

WARRANTY

The Contractor warrants that this Software product will perform substantially in accordance with the accompanying written materials for a minimum period of five (5) years from the date of Final Acceptance. Services described in this Exhibit shall be provided to the Contractor at no additional cost to the City.

The Contractor warrants that the software will conform to the requirements and specifications as set forth herein, and any support services provided by the Contractor shall be as described in this Contract, and the Contractor's support engineers shall make commercially reasonable efforts to solve any problems. .

This support will be provided through a combination of on-site service, remote access, telephone support and webinars, as deemed acceptable and appropriate by the City. There shall be no additional cost to the City depending on technical support method selected.

PRODUCT SUPPORT

The Contractor shall support the product for the lifetime of the product, to include additional/new software features or functionality based on future traffic component upgrades, regardless of the status of a warranty or the maintenance contract (at additional cost). If the Contractor discontinues support at any time during the product lifetime, the Contractor shall provide advance notification at least one (1) year prior to cessation of its support. At the time of notification the Contractor shall also provide any contingency plans. This includes all necessary actions to ensure a smooth transition of service with minimal disruption to the City. Sunnyvale City will be responsible for performing software updates outside of warranty or maintenance agreement.

LIMITATION OF WARRANTY

To the extent permitted by applicable statutory law, the Contractor makes no other warranty, either expressed or implied, with respect to this Software product.

SUPPORT HELPDESK

The Contractor shall make available for the term of this Warranty, during normal business hours of 8AM to 5PM EST Monday to Friday, a telephone and email helpdesk facility for the purposes of:

- (a) assisting the City with the proper use of the Software;
- (b) determining the causes of errors in the Software; and/or

(c) fixing errors in the Software as reasonably possible.

RESPONSE AND RESOLUTION TIMES

The Contractor shall use all reasonable endeavors to respond to requests for Services made through the helpdesk for the duration of this Warranty; and use all reasonable endeavors to resolve issues raised by the City promptly and in accordance with the following response time matrix.

The response time matrix summarizes the required problem resolution timeframes for the Contractor. All timeframes are measured from the first instance that the City contacts the Contractor, either by e-mail or phone. In this initial contact, the City representative will describe the problem and assign a level of severity to the issue. Response time is defined as the time for the Contractor to identify the problem and implement a temporary solution that does not pose a risk to public safety or neutralizes it, if such risk exists. Resolution time is defined as the timeframe within which a permanent solution must be implemented by the Contractor that permanently addresses the problem and takes steps to prevent the problem recurring again. If the problem is not resolved within the timeframes outlined below, the City may utilize other methods and/or sources of resolving the issue as it deems appropriate.

| Severity | Examples | Response Time | Resolution Time |
|-----------------|---|----------------------|------------------------------------|
| Critical | System is unavailable and users cannot log in. Multiple acceptance test cases fail. | 4 hours | 3 Business Days Hotfix Release |
| Serious | Intersection polling fails repeatedly throughout a 24 hour period or product crashes during commonly used scenarios and acceptance test case fails. | 6 hours | 5 business days Hotfix Release |
| Moderate | Product crashes or does not function as expected during edge case or rarely used scenarios but some acceptance test cases fail. | 24 hours | 10 business days Hotfix Release |
| Minor | Product occasionally does not work as expected during edge case scenarios that do not block core acceptance test cases. | 24 hours | 3-6 months Next Major Release |

All claims under this Warranty must be made in writing to the Contractor and a support ticket number (SN) must be obtained. Upon issuance of a support ticket the Contractor's support engineers shall make reasonable efforts as describe above to resolve the issue.

HOTFIX RELEASE

The Contractor shall for the lifetime of the product, as needed to address product defects,

- provide copies of all such software Hotfix Release to the City promptly following the general release of the relevant Hotfix Patches to the customers; and,
- apply such Hotfix Release to the Software promptly following the general release of the relevant Hotfix Release to the customers of the Contractor through remote access.

If the hardware or operating system in use by the City is deemed not to be sufficient for installation of the Hotfix Release, then the City shall be responsible for the cost of any new hardware or software as may be required.

MAJOR RELEASE UPGRADES

The Contractor shall for the term of this Warranty,

- give to the City reasonable prior notification of the general release of an Upgrade of the covered software products,
- provide copies of all such software Upgrades to the City promptly following the general release of the relevant Upgrade to the customers; and,
- apply such Upgrades to the Software promptly following the general release of the relevant Upgrade to the customers of the Contractor through remote access or on-site support, if required.

If the hardware or operating system in use by the City is deemed not to be sufficient for installation of the Upgrade release, then the City shall be responsible for the cost of any new hardware or software as may be required.

LIMITS OF COVERAGE

The Contractor will not be held liable to the purchaser or any other party for any incidental or consequential damage or loss resulting from the failure of the covered product.

This Agreement does not include repair services due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other case originating by reason of other than normal operation of the software, or the City's negligence or misuse of the software.

This Agreement does not cover support, repair or warranty of any hardware or 3rd party software installed as part of the Software.

Exhibit H

MAINTENANCE AGREEMENT SOFTWARE PRODUCTS

COVERED PRODUCTS

The products listed below installed at the City site are covered by this Maintenance Agreement:

- ATM - Intelight MaxView
- Controller Software - Intelight MaxTime

MAINTENANCE AGREEMENT

The term of this Software Maintenance Agreement (Maintenance Agreement) is for up to five (5) years of post-warranty support renewable annually.

This Maintenance Agreement shall begin upon the expiration of the Standard Software Warranty (Warranty) of the covered products that is initially valid for five (5) years. This support will be provided through a combination of on-site service, remote access, telephone support and webinars, as deemed acceptable and appropriate by the City. There shall be no additional cost to the City depending on technical support method selected.

PRODUCT SUPPORT

The Contractor shall support the product for the lifetime of the product, to include additional/new software features or functionality based on future traffic component upgrades, regardless of the status of a warranty or the maintenance contract (at additional cost). If the Contractor discontinues support at any time during the product lifetime, the Contractor shall provide advance notification at least one (1) year prior to cessation of its support. At the time of notification the Contractor shall also provide any contingency plans. This includes all necessary actions to ensure a smooth transition of service with minimal disruption to the City. Sunnyvale City will be responsible for performing software updates outside of warranty or maintenance agreement.

LIMITATION OF MAINTENANCE AGREEMENT

To the extent permitted by applicable statutory law, the Contractor makes no other warranty or guarantees of support, either expressed or implied, with respect to this Software.

SUPPORT HELPDESK

The Contractor shall make available for the term of this Maintenance Agreement, during normal business hours of 8AM to 5PM EST Monday to Friday, a telephone and email helpdesk facility for the purposes of:

- (a) assisting the City with the proper use of the Software;
- (b) determining the causes of errors in the Software; and/or
- (c) fixing errors in the Software as reasonably possible.

RESPONSE AND RESOLUTION TIMES

The Contractor shall use all reasonable endeavors to respond to requests for Services made through the helpdesk; and use all reasonable endeavors to resolve issues raised by the City, promptly and in accordance with the following response time matrix.

The response time matrix summarizes the required problem resolution timeframes for the Contractor. All timeframes are measured from the first instance that the City contacts the Contractor, either by e-mail or phone. In this initial contact, the City representative will describe the problem and assign a level of severity to the issue. Response time is defined as the time for the Contractor to identify the problem and implement a temporary solution that does not pose a risk to public safety or neutralizes it, if such risk exists. Resolution time is defined as the timeframe within which a permanent solution must be implemented by the Contractor that permanently addresses the problem and takes steps to prevent the problem recurring again. If the problem is not resolved within the timeframes outlined below, the City may utilize other methods and/or sources of resolving the issue as it deems appropriate.

| Severity | Examples | Response Time | Resolution Time |
|----------|---|---------------|------------------------------------|
| Critical | System is unavailable and users cannot log in. Multiple acceptance test cases fail. | 4 hours | 3 Business Days Hotfix Release |
| Serious | Intersection polling fails repeatedly throughout a 24 hour period or product crashes during commonly used scenarios and acceptance test case fails. | 6 hours | 5 business days Hotfix Release |
| Moderate | Product crashes or does not function as expected during edge case or rarely used scenarios but some acceptance test cases fail. | 24 hours | 10 business days Hotfix Release |
| Minor | Product occasionally does not work as expected during edge case scenarios that do not block core acceptance test cases. | 24 hours | 3-6 months Next Major Release |

All claims under this Maintenance Agreement must be made in writing or by telephone to the Contractor and a support ticket number (SN) must be obtained. Upon issuance of a support ticket the Contractor support engineers shall make reasonable efforts as describe above to resolve the issue.

The Contractor shall provide and perform all critical firmware and software updates (onsite and/or remote, as necessary) throughout any subsequent Contract Terms within three (3) business days after the release of the update. Critical is defined as affecting safety and/or operation of the intersection or central software. In case of a dispute whether an update should be considered critical, the City will make the final determination.

HOTFIX RELEASE

The Contractor shall for the lifetime of the product, as needed to address product defects,

- provide copies of all such software Hotfix Release to the City promptly following the general release of the relevant Hotfix Patches to the customers; and,
- apply such Hotfix Release to the Software promptly following the general release of the relevant Hotfix Release to the customers of the Contractor through remote access

If the hardware or operating system in user by the City is deemed not to be sufficient for installation of the Hotfix Release, then the City will be responsible for the cost of any new hardware or software as may be required.

MAJOR RELEASE UPGRADES

The Contractor shall for the term of this Maintenance Agreement,

- give to the City reasonable prior notification of the general release of an Upgrade of the covered software products.
- provide copies of all such software Upgrades to the City promptly following the general release of the relevant Upgrade to the customers; and,
- apply such Upgrades to the Software promptly following the general release of the relevant Upgrade to the customers of the Contractor through remote access or on-site support if required.

If the hardware or operating system in user by the City is deemed not to be sufficient for installation of the Upgrade release, then the City will be responsible for the cost of any new hardware or software as may be required.

LIMITS OF COVERAGE

The Contractor will not be held liable to the purchaser or any other party for any incidental or consequential damage or loss resulting from the failure of the covered product.

This Maintenance Agreement does not include repair services due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other case originating by reason of other than normal operation of the software, or the City's negligence or misuse of the software.

This Maintenance Agreement does not cover support, repair or warranty of any hardware or 3rd party software installed as part of the Software.

Exhibit I

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

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



City of Sunnyvale

Agenda Item

15-1094

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Reject all Proposals Received in Response to Request for Proposals No. F15-94 for an Enterprise Resource Planning (ERP) System

REPORT IN BRIEF

Approval is requested to reject the three proposals received in response to Request for Proposals (RFP) No. F15-94 for the implementation of an Enterprise Resource Planning (ERP) System to replace the City's outdated financial and budgeting systems. The RFP sought an integrated solution for the City's budgeting, core financials, human resources and payroll systems. During the system demonstrations it became apparent that none of the systems proposed provide a sufficient match to the City's current financial structure and human resources system. Additionally, given the range of pricing submitted, current budgeted funding is insufficient to implement the new system as specified. Based on the insights gained through the RFP process, staff believes that it is best to first review the City's financial and budget structure before proceeding with a new RFP. This review and assessment is intended to identify (1) the existing best practices the City follows in its performance-based budgeting approach and (2) overly complex structures which are a hindrance in acquiring an ERP or best of breed budgeting, financial, and HR systems. During the next few months, staff will review and assess the City's budget structure and financial and performance measurement system prior to issuing a new RFP.

This effort may be slightly delayed given the need to focus on the FY 2016/17 Recommended Budget and recruitment for the vacancy at the Finance Director position; however, staff will continue, within capacity, to advance this mission critical project.

EXISTING POLICY

Pursuant to Sunnyvale Municipal Code Section 2.08.140 City Council approval is required to reject bids or proposals greater than \$100,000.

ENVIRONMENTAL REVIEW

N/A

BACKGROUND AND DISCUSSION

The City's current financial and budgeting systems are antiquated and in need of replacement. Options for on-going support and maintenance of these aging systems are limited and the flexibility needed for process improvements is lacking. A project and placeholder dollar figure was included in the FY 2013/14 budget in order to provide the essential project planning and management support. As the project was being further refined for proper functionality, the decision was made to include the City's Human Resources Information System (HRIS) utilized for pay and benefit administration which has limited functionality for many key HR functions and is directly related to the overall efficiency of

an ERP system. ERP Solutions are on the forefront of the technology movement for local governments, providing user friendly, highly integrated solutions that support administrative operations. Moving to an ERP would add the benefit of reducing the number of diverse, specialized and weakly integrated systems that currently require extensive support by the City's IT department and miscellaneous outside contractors. Alternatively, based on the results of the first RFP, staff also intends to review best-of-breed systems which allow for easy integration through the next RFP.

In late 2014, the City formed a joint Steering Committee consisting of representatives from Finance, Human Resources and Information Technology to begin the process to scope and procure an ERP. A Request for Proposals (RFP) was completed and issued in April 2015. Three proposals were received, with four solution options (one firm proposed both on premise and hosted solutions), from Tyler Technologies, CGI Technology and Solutions, and GNC Consulting. Costs for the system purchase, implementation and maintenance for the first 5 years was between \$3.3M and \$9.8M. Two vendors, Tyler and CGI, were invited to prove the capabilities of their systems to City staff during a series of in-person and virtual software demonstrations.

During the demonstrations it became apparent that neither system could provide the desired linkages between the City's current Chart of Accounts (the accounting "backbone" of the system) and the current performance-based budget structure. Additionally, given the range of pricing submitted, current budgeted funding is insufficient to implement the new system as specified. Staff has concluded that re-examining the City's budget structure first will provide a clearer picture of the ongoing needs of the City, inform the next steps in the process, and identify the best vehicle for achieving maximum functionality for budget, core financials, payroll and human resources administration, be it a single ERP or some combination of integrated systems.

FISCAL IMPACT

No fiscal impact results from rejecting the proposals received. Approximately \$2.85 million in funding is currently budgeted to cover the system purchase and project management. This consists of \$2.4 million in Information Technology Equipment Replacement funds and approximately \$450,000 remaining in project 830520, Financial System Replacement Project Support. With a greater understanding of the ERP market, staff believes the funding is insufficient to cover the expected costs, both for initial purchase and implementation, as well as for the cost of back-filling the appropriate City staff to ensure a successful implementation.

The current ERP market for local governments, particularly the "Tier 2" market for mid-sized cities that the City of Sunnyvale is targeting, is very compressed. There are few vendors serving this market and demand is high with multiple jurisdictions either upgrading older systems or abandoning costly Tier 1 solutions in favor of the less-expensive Tier 2 solutions. This is resulting in higher costs for initial procurement and implementation.

Additional funding to support the procurement and implementation of the ERP and/or potentially other applications will be included in the FY 2016/17 Recommended Budget.

PUBLIC CONTACT

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

RECOMMENDATION

Reject the proposals received in response to Request for Proposals No. F15-94 for an Enterprise Resource Planning (ERP) System and Implementation Services.

Prepared by: Peter Gonda, Purchasing Officer

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

Reviewed by: David Jensen, Director, Information Technology

Reviewed by: Teri Silva, Director, Human Resources

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

15-1106

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to Execute Agreements with AMB Electrical Power Services LLC and ChargePoint Inc. Allowing the City to Participate in the Bay Area Charge Ahead Project to Install Four Electric Vehicle Charging Stations in Sunnyvale through a California Energy Commission Grant; Adopt a Resolution to Establish the Electric Vehicle Charging Station Use Fee in the FY 15-16 Fee Schedule; Approve Budget Modification No. 22; and Find that the Project is Exempt from CEQA

GRANT SUMMARY

In November 2013, the California Energy Commission (CEC) announced the availability of grant funding to increase the availability of publically accessible Electric Vehicle (EV) charging infrastructure. In response, the Bay Area Climate Collaborative (BACC) partnered with the California EV Alliance and many local agencies to apply for funding. This collaboration, known as the Bay Area Charge Ahead Project (BayCAP), was awarded funding in May 2014. As part of the grant project, the BACC selected ChargePoint, a leading charging equipment manufacturer, as the provider of EV charging stations. ChargePoint will also provide on-going operating services for the chargers on its network including station programming and software upgrades, cellular connections, managing collection and disbursement of user fees to the City, and the provision of usage reports to the City. BACC also selected a master installer, ABM Electrical Power Service LLC (ABM), who is responsible for installation services, commissioning, and initial maintenance services for all EV chargers to be installed through the CEC grant. ABM is a national leader in EV infrastructure and energy management.

Under the BayCAP project, the grant funds will cover the costs of the charging stations, which are being provided by ChargePoint at wholesale costs to BACC, as well as charging station installation costs up to \$4,500 per station. This is valued at \$12,500 per station. The grant funds, master contract, and overall project management is being handled by BACC. Thus, no grant funds are provided directly to the City.

The majority of the local match required for the grant is being provided by ChargePoint and ABM in the form of discounted equipment and annual maintenance provided at no costs or discounted costs to the city for the first two years of the project. ChargePoint provides a limited one-year parts warranty for the charging stations with the option to purchase extended warranties. Additionally, the grant covers preventative maintenance provided by ABM for two years. The maintenance scope includes monitoring station performance, software upgrades, quarterly on-site maintenance including cleaning of station, visual inspection of electrical components, and warranty repairs. This is valued at \$400 per station per year. Total value to the City for the charging stations, installation, and initial maintenance period provided through the grant is estimated to at \$13,300 per station, totaling \$53,200 for all four stations.

The City is responsible for up-front costs of \$10,460 to cover the ChargePoint network services fees for two years, the optional two year extended warranty, and additional services from ABM for permitting support.

EXISTING POLICY

Council Policy 7.1.5 Donations, Contributions and Sponsorships:

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

This grant does not meet all of the criteria to be administratively appropriated by the City Manager; therefore a budget modification is required. Grant funds from the California Energy Commission have external reporting requirements and fall under the federal single audit guidelines.

Climate Action Plan Optimize Vehicular Travel (OVT)

OVT 1.2: Secure funding to install electric vehicle recharging stations or other alternative fuel vehicle support infrastructure in existing public and private parking lots.

ENVIRONMENTAL REVIEW

The installation of EV charging stations is categorically exempt from environmental review pursuant to Class 1, Section 15301(a) (Existing Facilities) of the State CEQA Guidelines, which exempts minor alteration of existing facilities involving negligible or no expansion of use.

DISCUSSION

In order to utilize the funding awarded by the CEC for the BayCAP, the City must enter into an agreement with ABM for the installation of the EV charging station. The City initially identified four potential locations for the EV charging stations. Based on site assessments conducted by ABM along with the City's facilities staff, several of the initial locations were determined to be infeasible under the grant parameters due to existing site conditions such as extended distance from parking spots to electrical box or lack of electrical capacity at the electrical box to power the charging stations. Staff has worked with ABM to identify three locations where the EV charging station installation is feasible within the grant's installation scope. These locations are:

- 2 stations at the Civic Center, along All American Way
- 1 station at the CalTrain Parking Garage
- 1 station at Downtown Parking Lot at Sunnyvale Avenue and Evelyn Avenue

All of the stations to be installed under the BayCAP project will be ChargePoint CT 4000 series and will be dual port stations that can charge two vehicles simultaneously. The City must also enter an agreement with ChargePoint and will be responsible for paying for ChargePoint network services

(\$460 per station). This allows electric vehicle drivers to use the charging stations, facilitates financial transactions associated with station use, and monitoring of station usage. ChargePoint also offers an optional extended parts warranty for one or two additional years at a cost of \$660 per charging station per year. Beyond the grant term, the City can also continue to contact with ABM to maintain the charging stations for an annual fee.

Charging Station Use Fees

In order to optimize the use of the charging stations and allow multiple electric vehicles to use the changing equipment during a typical day, the City is encouraged, as a condition of participating in the grant, to develop a pricing plan designed to cover energy costs, transactions fees, and regular equipment maintenance. The recommendation offered by BACC and the California EV Alliance is to set charging rates between \$1.00 and \$1.50 per hour for use of the charger which is calculated based on duration of stay, energy consumed (kWh), or a combination of the two. BACC also encourages participating communities to establish “graduated pricing based on duration of stay” where the use fees are raised after a charging period (typically four hours) to encourage turnover of the parking space.

On-going cost to be incurred by the City for the charging stations will consist of station maintenance, annual ChargePoint network and transaction fees, and cost of the electricity used which will vary based on station usage. Initial annual fixed costs per station are estimated at \$1,520 including the optional extended parts warranty. Total on-going annual cost is estimated to range from \$2,000 to \$2,500 per station, depending on demand (this includes the cost of electricity and transactions fees). This estimate assumes each station is used once per week day for a 3-hour charging session on the low end, and up to three 2-hour charging sessions per week day on the higher end.

Many neighboring communities are also participating in the BayCAP and have enacted EV charging station use fees. A summary of existing fees is shown below.

Bay Area Charging Station Use Fees

| City | Fees Charged to Users |
|---------------|--|
| Berkeley | \$1.50/hour (4-hour limit) |
| Campbell | 0.25/kWh plus \$0.50 per hour (between 8 a.m. and 8 p.m. daily) |
| Cupertino | \$1.50/hour |
| Fremont | \$1.50/hour |
| Los Gatos | \$1.00 access fee plus \$1.00/hour up to 4 hours |
| Menlo Park | Free for first six-months and will evaluate need for fees after first six months |
| Mountain View | \$1.50/hour up to two hours, increasing to \$5/hour thereafter |
| Palo Alto | Free |
| San Jose | \$1.25 per session plus \$0.25/kWh (peak) or \$0.20/kWh (off-peak) |

Staff is recommending that the City set a fee of \$1.50 per hour for use of the charging stations. Establishing the fee at this level is estimated to generate \$2,300 to \$4,600 in revenue depending on how frequently the charging stations are used. This fee level is also consistent with the fees established by neighboring communities. Staff will monitor demand and use of the charging stations during the first year to determine if any adjustments to the use fees are needed, including implementation of graduated pricing.

FISCAL IMPACT

Participation in the grant would result in the City receiving 4 EV charging stations valued at \$53,200 with the City's required share being \$10,460. These costs pay for the ChargePoint network services fees for two years, the optional two year extended warranty, and additional services for permitting support. These costs are itemized below.

Summary of Upfront Costs to City

| | Per Station | Cost for Four Stations | Total |
|----------------------------------|-------------|------------------------|------------------|
| ChargePoint Network Services Fee | \$ 460 | \$ 1,840 | \$ 3,680 |
| Extended Warranty | \$ 660 | \$ 2,640 | \$ 5,280 |
| Add'l Permitting Support | | | \$ 1,500 |
| Total Upfront Costs | | | \$ 10,460 |

Budget Modification No. 22 has been prepared to appropriate \$10,460 from the General Fund Budget Stabilization Fund to a new project. This appropriation fully funds the City's share of the cost to install and activate four EV charging stations.

**BUDGET MODIFICATION NO. 22
FISCAL YEAR 2015/2016**

| | <u>Current</u> | <u>Increase (Decrease)</u> | <u>Revised</u> |
|---|----------------|--------------------------------|----------------|
| General Fund | | | |
| <u>Expenditures:</u> | | | |
| New Project – Installation of Four EV Charging Stations | \$0 | \$10,460 | \$11,000 |
| <u>Reserves:</u> | | | |
| General Fund Budget Stabilization Fund Reserve | \$50,173,334 | (\$10,460) | \$50,162,874 |

The City will also incur additional operating costs, including costs for electricity used, ChargePoint service fees (including 10% of the revenue received), and maintenance costs once the stations are installed. The on-going cost is estimated to range from \$2,000 to \$2,500 per charger, depending on demand. These costs will be offset by the user fee revenue from the charging station fees. Pending approval of this Budget Modification, Staff will include the updated operation costs and revenue projections in the FY 2016/17 Recommended Budget. Details on the projected operating costs and revenue are provided below.

Estimated Charging Station Operating Costs and Revenue

| | Year 1 | Year 2 | Year 3 | On-Going |
|---|---------------|---------------|---------------|----------|
| <u>Estimated Costs</u> | | | | |
| ABM Maintenance | [\$ 400] | [\$ 400] | \$ 400 | \$ 400 |
| ChargePoint Network Services | \$ 460 | \$ 460 | \$ 460 | \$ 460 |
| ChargePoint Extended Warranty | \$ - | \$ 660 | \$ 660 | \$ - |
| Electricity (average) | \$ 410 | \$ 410 | \$ 410 | \$ 410 |
| ChargePoint Service Fee, 10% of revenue (average) | \$ 340 | \$ 340 | \$ 340 | \$ 340 |
| Total Costs Per Charging Station | \$ 1,210 | \$ 1,870 | \$ 2,270 | \$ 1,610 |
| Total Costs for Four Stations | \$ 4,840 | \$ 7,480 | \$ 9,080 | \$ 6,440 |
| <u>Projected Revenue</u> | | | | |
| Per Station (Use Fee @ \$1.50/hr) | \$ 2,340 | \$ 2,340 | \$ 2,340 | \$ 2,340 |
| Total Revenue for Four Stations | \$ 9,360 | \$ 9,360 | \$ 9,360 | \$ 9,360 |

[Year 1 and Year 2 maintenance costs covered by grant.]

Bold values included in upfront costs to City.

Funding Source

The City's share of the project is funded by the General Fund Budget Stabilization Fund. Ongoing costs will be included in the City's Facilities Management Services Internal Service 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) Authorize the City Manager to execute agreements with AMB Electrical Power Services, LLC and ChargePoint Inc. allowing the City to participate in the Bay Area Charge Ahead Project to install four electric vehicle charging stations in Sunnyvale through a grant awarded to the Bay Area Climate Collaborative from the California Energy Commission at a cost to the City of \$10,460; 2) Adopt a Resolution to establish the Electric Vehicle Charging Station Use Fee of \$1.50 per hour in the FY 15-16 Fee Schedule; 3) Approve Budget Modification No. 22; and 4) Make a finding of CEQA categorical exemption pursuant to Class 1 Section 15301(a) for existing facilities.

Prepared by: Melody Tovar, Regulatory Programs Division Manager

Reviewed by: John Stufflebean, Director, Environmental Services

Reviewed by: Manuel Pineda, Director, Public Works

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

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Bay CAP Participation Agreements with AMB Electrical Power Services, LLC and ChargePoint Inc.
2. Fee Resolution

BayCAP1



Bay Area Charge Ahead Project 1 – Approval to Proceed

Installation of Level 2 EV Supply Equipment (EVSE)

| | |
|--|--|
| Date | XX X, XXXX (will update once we have final date) |
| Site Host Entity | City of Sunnyvale |
| Address of Site Host Entity | 456 W. Olive Ave, Sunnyvale, CA 94086 |
| Primary Contact Name & Title | Elaine Marshall, Environmental Programs Manager |
| Primary Contact Phone | (408) 730-7720 |
| Primary Contact Email | EMarshall@sunnyvale.ca.gov |
| Authorizing Official Name & Title | Deanna J. Santana |
| Authorizing Official Phone | City Manager |
| Authorizing Official E-mail | DSantana@sunnyvale.ca.gov |

I. Project Summary

The Bay Area Charge Ahead Project 1 (BayCAP1) is a multi-jurisdictional project led by the Bay Area Climate Collaborative (“BACC”) to procure and install Level 2 Electric Vehicle Supply Equipment (EVSE) – a.k.a., EV chargers – in specified locations throughout the greater Bay Area. The project is funded by the California Energy Commission (CEC) via the PON-13-606 solicitation award approved on June 18, 2014. Upon completion, the Bay Area Charge Ahead 2 project will install a total of 39 dual port Level 2 chargers, for a total of 78 Level 2 charge ports, including 4 charging stations (with a total of 8 charge ports) located in the City of Sunnyvale.

II. Purpose of this Approval to Proceed

This document provides the approval for ABM to ship and install the CEC-funded Level 2 charging stations at the approved addresses identified by the Site Host; and identifies for each of the relevant parties (the Bay Area Climate Collaborative, the Site Host, ABM, and ChargePoint) the roles, responsibilities, terms, and conditions for installation, maintenance, and operation of the charging stations.

III. Partner Roles

1. **The Bay Area Climate Collaborative (BACC)** – a California nonprofit corporation, is the awardee of California Energy Commission grant support. BACC will provide overall project management services, including contract oversight, fiscal administration, and reporting to the CEC. BACC has contracted with ABM for charging installation services.
2. **Site Hosts:** Site hosts for the EV charging stations in the BayCAP1 project include the cities of Campbell, Palo Alto, Cupertino, Los Gatos, Menlo Park, Sunnyvale, and Mountain View as well as San Mateo County, and Stanford University.

3. **ABM**, a national leader in EV infrastructure and energy management services, will provide installation, commissioning, and maintenance services for the project charging stations, and will provide a portion of the required matching funds.
4. **ChargePoint** – a leading charging equipment manufacturer – will provide Level 2 networked chargers and network operating services, including payment processing, cloud-based charge station information services, and software upgrades.
5. **The Site Host Entity will:**
 - A. **Complete required CEQA documentation** specified by the California Energy Commission (CEC).
 - B. **Provide access to charge station locations in their jurisdiction** designated in the PON-13-606 application (or a suitable alternative in the event that the original site is deemed infeasible to install.)
 - C. **Provide all necessary permits for the project**
 - D. **Collaboratively identify the most appropriate location for the chargers within the designated site**, taking into account convenience for both the EV driver and other users of the facility, visibility, accessibility, and installation cost. (Please note that site cost guidelines are highlighted below in the Siting Requirements and Scope of Work sections.) In the event that a location preferred by the Site Host cannot be installed by ABM within the project budget, a new site will be selected which is responsive to the Siting Guidelines indicated below. The Bay Area Climate Collaborative will assist the parties in coming to consensus on final siting as needed.
 - E. **Provide charging station signage (per the requirements defined below) and striping (where needed to clearly designate the space for EV use)**. A minimum of one sign per EVSE-equipped parking space is required by the California Energy Commission and BACC, which shall indicate that the space is “reserved for EV charging.” The relevant signage must comply with the Manual on Uniform Traffic Control Devices (MUTCD) and California Vehicle Codes (CVC), ensuring that signs are high enough, easily visible, and provide clear and accurate information on parking and charging policies.
 - F. **Provide adequate electrical capacity** and any other items deemed necessary to complete the EVSE installation that are otherwise excluded from the standard ABM installation services as specified in the Siting Requirements and Scope of Work sections of this Agreement. Any such items or services, if needed, will be further specified in this agreement (following the joint site inspection by ABM and the Site Host). Additional items (if any) to be provided for by the Site Host shall be summarized in Exhibit C. Items (if any) that are contracted for with ABM for an additional fee are summarized in the form of a work order in Exhibit B, subject to the terms listed in Exhibit B.
 - G. **Oversee installation with ABM**, and assign an administrative contact authorized to set up the ChargePoint online station management account before the stations are activated.
 - H. **Contract with ChargePoint to provide charge station network operating services** during the 2014-2016 project performance period – as defined in the attached Master Software Services Agreement (“MSSA”) and in fulfillment of CEC local match requirements affirmed in the Site Host Letter of Participation included as part of the CEC PON-13-606 grant submittal. The ChargePoint MSSA needs to be “accepted” online as part of the EV station activation process after payment is made. As a reference, a copy of the ChargePoint MSSA is attached as Exhibit E of this document.
 - I. **Maintain public accessibility for all chargers** on a 24/7 basis.

- J. **Maintain stations in good operating condition** during the 2014-2016 project operating period.
- K. **Provide adequate insurance** per CEC requirements. Reference Exhibit F for insurance standards pertinent to this project.
- L. **Operate the chargers in compliance with a *Site Host Pricing Policy*** that meets grant requirements defined in the Bay Area Climate Collaborative response to PON-13-606 and summarized herein.

IV. Siting Requirements

ABM will install Level 2 ChargePoint charging stations at the designated sites identified through collaboration between the Site Host and ABM. In the event that these sites are deemed by ABM to be cost-prohibitive, or pose other obstacles to effective installation, maintenance, or operation, a new site will be identified that meets the selection criteria identified by the CEC and by the Bay Area Climate Collaborative (BACC), and which is mutually satisfactory to the Site Host, CEC, BACC, and ABM. Alternatively, the Site Host may choose to perform or contract additional services as outlined below in Section V/Additional Services:

- **Location:** Select a high-demand, high-visibility location that conforms to CEC criteria for safety, ease of access/ingress, shelter, lighting, and ADA access.
- **Electricity:** Select a location where AC Level 2 (240V/40A) electrical supply is or can be made available with relative ease and minimal cost. (Note that the average cost of installation is projected at a market value of approximately \$4500 per site, which will limit panel upgrades and conduit runs.) More cost details are available in the ABM Scope of Work (Section V below).
- **Equipment Protection:** EV chargers should be placed where they can be best protected from physical damage by such measures as curbs, wheel stops, setbacks, bumper guards, and concrete-filled steel bollards, while simultaneously taking into consideration ease of access to the charger, mobility of users, and foot traffic in the area.
- **Public Safety:** Chargers should be located in areas with proper ventilation and away from potential hazards including traffic, explosive materials, flammable vapors, liquids and gases, combustible dust or fibers, materials that ignite spontaneously on contact with air, flood-prone areas, and areas that might be prone to vandalism.
- **Duration of Use:** AC Level 2 charger sites should focus on locations where PEV owners will be parked for significant, though shorter, periods of time (e.g., one to six hours).
- **Shelter:** When possible, choose locations with nearby shelter to protect users from weather when connecting their vehicle to the charger. (However, chargers are designed to be safely operated in exposed locations in the rain, with no danger of electrical shock.)
- **Accessibility:** To the extent feasible, EV charger locations within a site will be accessible in accordance with the draft Governor's Office of Planning & Research guidelines on ADA access.
- **Security:** Locations should be selected that are secure for users at all times of day and night and relatively secure from vandalism (e.g., in well-lighted, well-traveled areas.)
- **Cell Coverage:** Chargers require cell phone signals for networked operation and repeaters may be installed to provide signals if the site does not have coverage.

If no qualifying site is identified within the Site Host jurisdiction that satisfies the requirements of all parties, then the Bay Area Climate Collaborative, with the concurrence of the California Energy Commission, may propose a new site in another jurisdiction.

V. ABM Scope of Work

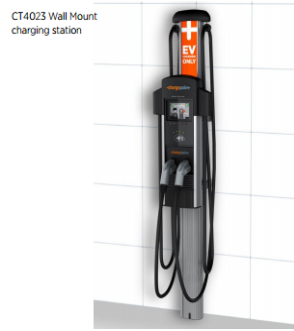
Under contract with the Bay Area Climate Collaborative, ABM will provide the following installation and related services at designated Site Host locations:

- Turn-key EVSE installation project management
- Delivery, installation and activation of ChargePoint stations
- Site analysis, station placement recommendation (in collaboration with Site Hosts), engineering, and installation management
- Quarterly maintenance (see description herein)
- ChargePoint warranty support
- Provide proper insurance and liability coverage information to Site Hosts as per standard contractor requirements.

ABM installation services funded by the BayCAP1 program will be provided within the parameters outlined below for each Site Host. All chargers in the program are ChargePoint dual-port Level 2 stations (see illustration below). Station configuration and installation profile options are listed below:

- **Wall-Mount vs. Pedestal-Mount Configurations:** ChargePoint CT4023 Wall-Mount OR CT4021 Bollard-Mount units will be provided as appropriate to siting circumstances. Please note that the “bollard-mount” units are also interchangeably referred to as “pedestal mount.” These units are NOT to be confused with *protective bollards*, which are separate devices such as a metal or concrete pole or blocking device, which may be installed separately to prevent damage to the charging station.
- **“Gateway” vs. “Drone” Charging Station Models:** Each ChargePoint CT 4000 series model is available as either: a) a “Gateway” unit, which includes the internal cellular communications equipment to connect to the public network; or, b) as a “Drone” unit that wirelessly communicates to the Gateway when installed within appropriate proximity and line-of-site locations. Multiple Drone units are typically added near one Gateway unit to form a multi-station charging group or array. Note that slight variations in the maximum length of conduit indicated in the scenarios below (Options 1-3) may be accommodated in limited situations at the sole discretion of ABM and BACC. Standard installation options include:
- **Installation Profile Option #1: Surface Mount Installation**
Install Pedestal (“Bollard”) or Wall-Mounted dual charging station on existing concrete with anchors. Two (2) 40 Amp Standard Circuit Breakers will be provided and installed in existing electrical panel with available space and amperage. Two (2) 60 Amp Disconnects will serve as local disconnecting means. A maximum of eighty (80) feet of ¾” Electrical Metallic Tubing (EMT) surface mount conduit and wire will be provided and installed.
- **Installation Profile Option #2: Underground Installation**
Install Pedestal (“Bollard”) dual charging station on new concrete base. One (1) new concrete base will be constructed per charger. Two (2) 40 amp standard circuit breakers will be provided and installed in existing electrical panel with available space and amperage. Two (2) 60 Amp Disconnects will serve as local power disconnecting means. A maximum of forty-five (45) feet of underground trenching in planter and ¾” PVC underground conduit and wire will be provided and installed from existing electrical panel to new concrete base.
- **Installation Profile Option #3: Partial Surface and Underground Installation**
Install Pedestal (“Bollard”) dual charging station on new concrete base. One (1) new concrete base will be constructed. Two (2) 40 amp standard circuit breakers will be provided

and installed in existing electrical panel with available space and amperage. Two (2) 60 Amp Disconnects will serve as local disconnecting means. A maximum of forty (40) feet of ¾" EMT surface mount conduit and wire will be provided and installed onto the existing structure with straps in surface mounted configuration -- and a maximum of up to twenty-five (25) feet of underground trenching will be provided in planter and ¾" PVC underground conduit and wire will be installed from structure to new concrete base of EVSE.



**ChargePoint 4000 Series
Charging Stations**

▪ **Additional ABM or Site Host Provided Services**

- a) The Site Host may also opt to self-perform additional scope beyond Installation Profile Option #1, #2, or #3. This additional scope, if needed, is referenced as Exhibit C of this document.
- b) If upon the site survey conducted by ABM, it is determined that there is additional required work beyond the scope detailed in Installation Profile Options #1, #2, or #3 above, ABM will provide an additional estimate for costs to complete the EVSE installation. These proposals, if desired, will be added as Exhibit B to this Agreement, while Site Host approval is included as Exhibit A of this document.
- c) In the event that the Site Host's site does not have sufficient electrical infrastructure to support the addition of EV charging infrastructure, ABM may offer options or potential solutions that would help reduce or balance current electrical loads within a facility. Some options are designed to free up electrical capacity while others are designed to minimize peak load spikes and their resulting demand fees. Any such solutions will be implemented only upon Site Host approval.
- d) In the case of additional services by either party, ABM will cooperate with the Site Host to coordinate satisfactory completion of the installation of the EVSE pursuant to the requirements of the project.

▪ **ABM Exclusions and Qualifications**

Unless specifically noted otherwise:

- a) Electrical design work to accommodate non-standard configurations is excluded and will be charged as additional as required, with agreement of Site Host.
- b) Electrical permit, plan check fees, and utility charges are excluded and must be paid by Site Host where required.
- c) Pricing is based on existing electrical system having adequate physical space and amperage available.

- d) Excludes any underground work such as excavating, concrete or asphalt cutting and patching.
- e) Excludes cellular signal booster for equipment without adequate cellular connection.
- f) Excludes concrete coring of walls, floor, ceiling of building or parking structures
- g) Excludes x-ray or radar detection of concealed obstacles within a concrete slab in either a post tension slab or rebar supported slab.
- h) Excludes protective barriers i.e. post barriers (bollards) or wheel stops.
- i) Excludes pull boxes or intermediate junction boxes for primary electrical feeds to EV chargers or any low voltage or signal wiring.
- j) Excludes landscape repair or restoration.
- k) Excludes any cosmetic enhancements such as paint or parking lot striping.
- l) Excludes any parking lot, access ramp or access path re-configuration or leveling that may be required to create ADA accessible spaces.

VI. ABM Warranty, Installation Services, and Limitations

- **Warranty:** ABM labor and construction material are under warranty for one year after installation; all new work is done to local NEC code requirements. ABM is not responsible for the condition or capacity of the existing electrical systems. ABM is not responsible for any vandalism that occurs during or after the installation of materials. The cost of City permits and electrical engineering and engineered drawings (if applicable) are not included as part of the CEC-funded installation, although regular construction drawings are included. The CEC prohibits use of its funds for permitting. Local site hosts must cover permit costs.
- **Signal Boosting Equipment:** At times, signal boosting antennae may be required for the wireless features of ChargePoint EV charging stations to function properly. Due to the nature of wireless signals, possible interference, line of sight obstructions, etc., one or more antennae could be needed. During the original site visit, ABM will make efforts to determine the need for signal boosting equipment, and will provide such equipment to the extent feasible within the overall project cost framework. However, it is possible that supplementary signal boosting equipment may be needed in the future. If the need should arise, or if the cost exceeds what is feasible within the CEC grant cost parameters, a proposal can be provided for signal boosting equipment.
- **ADA and Accessibility Requirements:** All ADA requirements determined by municipal or state agencies are the responsibility of the Site Host. ABM is responsible for the installation of the electrical system(s) necessary to the specific scope outlined for the EV chargers specified. It does not include surface modifications, striping removal, re-striping, etc. that may be necessary to comply with ADA or Accessibility Requirements. Also, any material changes to the electrical scope caused by ADA or Accessibility requirements are considered as additional to ABM services provided through CEC funding. The guidelines to be followed are the draft "Plug-In Electric Vehicles: Universal Charging Access Guidelines and Best Practices" published by the State of California, Governor's Office of Planning and Research, at: http://opr.ca.gov/docs/PEV_Access_Guidelines.pdf. In the event that the state issues new guidelines prior to installation, the new guidelines will be used to define ADA requirements.
- **Wheel Stops and Bollards:** Reasonable measures will be taken to install stations in a safe location set back to avoid contact from vehicles. As noted above, protective bollards and wheel

stops are not included in the standard ABM work scope. If additional protection is desired or required by the City, bollards or wheel stops can be procured and installed with the city's own resources or a proposal can be provided by ABM.

VII. ABM Terms and Conditions

- A. **INDEMNIFICATION.** ABM will defend, indemnify and save harmless the Site Host, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on ABM's part, or that of ABM's agents or employees or other independent contractors directly responsible to ABM, but only to the extent same are caused by the negligence, misconduct, or fault of ABM, ABM's agents or employees or other independent contractors directly responsible to ABM. ABM shall notify both the Site Host's Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
- B. **CONSEQUENTIAL DAMAGES.** UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF SITE HOST'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- C. **Contractor Access to Site:** The Site Host shall permit ABM ("Contractor"), free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.
- D. **Workmanship & Warranty:** Contractor warrants that the workmanship hereunder shall be free from defects for one year from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced not under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.
- E. **Alteration to Scope of Work:** Any alteration to, or deviation from, the scope of work in this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
- F. **Liability for Delay:** Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- G. **OSHA Provisions:** Site Host shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
- H. **Toxic and Hazardous Substances:** Site Host's obligation under this proposal; and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes, or materials are encountered, Contractor's sole obligation will be to notify the Site Host of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The

time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

VIII. ABM Preventive Maintenance Program and Funding

The California Energy Commission requires that applications for funding under PON-13-606 “must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the electric vehicle supply equipment.” (Application Guidelines, p. 9) To fulfill this requirement, the Bay Area Climate Collaborative has negotiated a maintenance plan with ABM to cover Site Host charging stations for a two-year period following their installation. (Note that the formal term of the CEC project is anticipated to be from the date of execution of the CEC contract with the Bay Area Climate Collaborative through June 30, 2016.) To cover Year 1 of the project period, ABM will donate (as local match) the entire value of the maintenance plan based on its Manufacturers’ Suggested Retail Price (MSRP), which is \$200 per charge port for the year. In Year 2, ABM will discount the Plan by 50%, providing \$100 per charge port as match, while CEC funds will provide the balance of \$100 per port to ensure continuity of maintenance across all charging stations in the Project. The following chart outlines the funding commitments of ABM and the CEC:

| BayCAP1 Maintenance Plan: Discount Pricing in Program Years 1 - 2 | | | | | |
|---|--|---|------------------------|-------------|-------------------------|
| Program Year | Annual MSRP Maintenance Plan (per Charge Port for quarterly inspection) | ABM Local Match (50% discount for BayCAP Quarterly Plan) | Site Host Contribution | CEC Funding | % Discount to Site Host |
| Year 1 | \$200 | \$200 | \$0 | \$0 | 100% |
| Year 2 | \$200 | \$100 | \$0 | \$100 | 100% |

ABM Maintenance Scope of Work

- **Software Monitoring:** ABM will monitor on a daily basis the ChargePoint network software to detect failure modes and promptly address the problem, either through software adjustments or dispatch of a technician to the site, if authorized by the site host.
- **Software Upgrades:** ABM will work with ChargePoint to ensure rapid and seamless deployment of software upgrades.
- **Monitoring and re-programming of pricing:** ABM will assist Site Hosts in monitoring (and re-programming as necessary) their pricing approach to EV parking and charging services.
- **Monitor and report key EVSE data:** ABM will monitor and report key EVSE utilization data, including charge session frequency, length, energy utilization, and payment history.
- **Quarterly On-site Maintenance Scope of Work:** An ABM technician will visit Site Host locations in person on a quarterly basis to undertake the following maintenance activities:
 - **Maintain equipment finishes:** ABM will clean the display, head and pedestal/base unit with ABM Green Care cleanser and microfiber cloth; inspect and clean cord and J-1772 receptacle, apply cable protective Green Care coating, and clean aluminum and plastic parts with microfiber cloths and Green Care cleansers. (Note that ABM Green Care products are LEED certified for green maintenance processes.)
 - **Activate "ChargePoint" session** and perform visual inspection of electrical components and initiate the charging station self-test processes. Minor repairs and recalibration can

often be done on site while technician is performing service to eliminate return trips and minimize down time of the equipment.

- **ChargePoint warranty repair work:** Charging station warranty related repair work will be processed through ChargePoint if such repairs are the responsibility of the manufacturer.
- **Non-Warranty work – option of pre-authorized work:** All non-warranty work such as vandalism repair or damage to EVSE equipment shall be estimated prior to repairs. At the option of the Site Host, this work could be immediately addressed under a “Not To Exceed” threshold of \$750.00 (or other amount) pre-approved by the site host. If authorized, ABM will perform work on a time and materials basis. Any agreement for pre-authorized repairs (if so desired) will be executed by ABM and the Site Host independently of this Authorization to Proceed.

IX. Network Services Fees

The ChargePoint network services fee is \$230 per year per port, and covers software upgrades, station programming, cellular connections, and 24/7 driver support. THE TWO-YEAR NETWORK SERVICES FEE MUST BE PAID IN FULL PRIOR TO THE COMMISSIONING OF CHARGING STATIONS. ABM will invoice the Site Host on behalf of ChargePoint, and shall provide proof of Site Host payment within 30 days to the Bay Area Climate Collaborative in fulfillment of CEC project reporting requirements.

X. ChargePoint One Year Warranty and Optional Extended Warranty

The first year ChargePoint warranty is included free with all charging stations included in the Project. An optional extended warranty covers one or two additional years (parts only) for \$660 per Charging Station per year. ChargePoint equipment warranty details are provided in Exhibit D of this document. If a Site Host wishes to extend the ChargePoint warranty, it must be specified at the time of equipment order and paid within 30 days.

XI. Site Host Pricing Policy Requirements

The California Energy Commission requires Site Hosts to implement a plan to optimize the use of the charging site to allow multiple EVs to use the charging equipment during a typical day, and to prohibit utilization of a charging station “beyond a reasonable period of time.” In alignment with this goal, the Site Host shall implement the Pricing Plan identified in their Letter of Participation included in response to the CEC solicitation PON-13-606. The standard (default) Plan developed for all BayCAP1 project participants calls for the following elements to be administered by the Site Host. (Note that variations from this Plan may be acceptable, but must be approved by the Bay Area Climate Collaborative and included as part of this Notice to Proceed.)

- A. Fee-Based Charging:** Site hosts shall set charging rates between \$1.00 and \$1.50 per hour for use of the charger. This may or may not include separate charges for parking per the jurisdiction’s usual parking policies. Fees may be calculated based on duration of stay, energy consumed (kWh), or a combination of the two.
- B. Graduated Pricing Based on Duration of Stay:** Site hosts shall raise the fee for occupying the EVSE-equipped space by a sufficient increment to encourage turnover of the space and thus greater availability and utilization (in charging mode) for EV drivers. It is recommended that this approach be implemented after approximately four hours of charging at the lower cost rate –

particularly in cases where utilization rates are observed to be very high (70% or more) and available alternative charging facilities are limited. Site hosts may also consider a lower evening or weekend rate for EVs (similar to most existing parking policies) to encourage responsible off-peak use. (In particular, lots proximate to multi-unit residential buildings could provide a lower-cost overnight rate with a higher daytime rate that incentivizes overnight EVSE users to make way for daytime visitors and commuters.)

- C. EVSE Revenue and Cost Monitoring:** Pricing strategies should be reviewed on a semi-annual basis to ensure that expenses for sustaining charger operations are covered to the maximum extent feasible and appropriate. In most cases, fees for charger operations set in the \$1/hr. range (or equivalent kWh) should be adequate to cover energy costs, transaction fees, the ChargePoint network services fee, and (beginning with Year 3 of the Project) the (optional) continuation of the ABM Maintenance Plan. In rare cases where the charger is not yet being well-utilized, there may be a modest operating subsidy required.

XII. Disposition of Equipment: Charging stations and related equipment installed by ABM at Host Sites are considered to be the property of the Site Host upon delivery at the Site. Per CEC Terms and Conditions, the Site Host shall use the equipment in the project for which it was acquired as long as needed, and the Site Host shall not encumber the property without CEC approval. When no longer needed for the original project or program, the Site Host shall contact the California Energy Commission for disposition instructions.

Exhibit A: Summary of Equipment and Services Provided Under This Agreement

| <p style="text-align: center;">CITY OF SUNNYVALE</p> <p style="text-align: center;">Summary of Charging Station Installation Agreements for ChargePoint (CPI) Charging Stations and ChargePoint Network Services and ABM Maintenance Services</p> | |
|---|-------------|
| Description | Cost |
| <p><u>A. Total Quantity and Type of Charging Stations</u></p> <p><u> 3 </u> ChargePoint CT 4021-GW1 “Gateway” dual port Level 2 Charging Station(s) (pedestal mounted)</p> <p><u> </u> ChargePoint CT 4023-GW1 “Gateway” dual port Level 2 Charging Station(s) (wall-mounted)</p> <p><u> 1 </u> ChargePoint CT 4021 “drone” dual port Level 2 Charging Station(s) (pedestal mounted)</p> <p><u> </u> ChargePoint CT 4023 “drone” dual port Level 2 Charging Station(s) (wall-mounted)</p> <p>TOTAL: <u> 4 </u> ChargePoint CT 4000 Charging Stations providing a total of <u> 8 </u> Charging Ports</p> <p>See http://www.chargepoint.com/files/CT4000-Data-Sheet.pdf for complete product specs and details.</p> | |
| <p><u>B. Location of Charging Stations</u> (Please summarize Site and Charger information below -- adding space if needed)</p> <p><u>Site Host Address #1:</u> (include facility name/ if any, street address, city, and zip code):</p> <p>Murphy Ave Parking Lot (Sunnyvale/Saratoga Ave by Evelyn) Sunnyvale, CA 94086</p> <p>Station Location Description #1 (location on lot where EVSE is to be installed):</p> <p>ChargePoint Units to be Installed at this Site (# of units and model #, see following page for model info):</p> <p>1 CT4021 Gateway</p> <p>Other Site Information (provided by ABM and Site Host following Site Inspection):</p> <ul style="list-style-type: none"> – (1) CT4021-GW Dual Pedestal Unit – (2) 40amp breakers – 135’ conduit wire – 40’ landscape trench – 6’ saw cut and patch concrete – (1) Concrete Pad <p><u>Site Host Address #2:</u> (include facility name/ if any, street address, city, and zip code):</p> <p>Sunnyvale Civic Center Fueling Station 400 All America Way Sunnyvale, CA 94086</p> <p>Station Location Description #2:</p> <p>ChargePoint Units to be Installed at this Site (# and model):</p> <p>1 CT4021 Gateway</p> | |

1 CT4021 Non-Gateway

Other Site Information:

- (1) CT4021-GW and (1) CT4021-NGW Dual Pedestal Units
- (4) 40amp breakers
- 80' conduit wire
- 40' landscape trench
- 6' saw cut and patch concrete
- 5' saw cut and patch asphalt
- (2) Concrete Pad

Site Host Address #3: (include facility name/ if any, street address, city, and zip code):

CalTrain Parking Garage
121 W Evelyn Ave
Sunnyvale, CA

Station Location Description #3:

ChargePoint Units to be Installed at this Site (# and model):

1 CT4021 Gateway

Other Site Information:

- (1) CT4023-GW Dual Wall Mount Unit
- Remove old charger
- Pull in additional circuit through existing conduit
- (1) new 40a breaker

C. Required Two-Year ChargePoint Network Services Agreement:

(\$230 per port x 2 years x total number of ports = total price)

- Payment for the ChargePoint agreement must be made direct to ABM via the process described below.
- Following receipt of payment by ABM, a ChargePoint user ID, temporary password, and URL for the user log-in page will be sent via e-mail to the designated Administrator at the Host Site.
- To complete the ChargePoint network services activation, the Site Host Administrator must log-in at the designated URL, provide the registration information requested, and acknowledge and accept the ChargePoint Master Software Services Agreement ("MSSA"). This process must be completed before stations can be utilized. *Exhibit E of this document includes a sample ChargePoint MSSA.*
- If the Site Host is unable to enter into the MSSA agreement via the ChargePoint website, please request a hard copy contract from Ken Sapp at ABM -- ken.sapp@abm.com or (949) 330-1542.

\$3,680

D. Included Two-Year ABM Cleaning and Maintenance Service

(\$200 per year per charge port – included as local match)

**Paid by
ABM**

E. Optional: 2nd or 2nd/3rd Year ChargePoint Extended Warranty (parts only):

\$5,280

| | |
|--|-----------------|
| (# of Charging Stations x \$660 per year x # of years = total price.) Note that the warranty is priced on the basis of charging <u>stations</u> rather than charging ports, i.e., a dual port charging <u>station</u> is \$660/year. | |
| F. Additional (optional) installation or equipment upgrades specified in Exhibit B below (including parts and services): | \$1,500 |
| Total Costs Paid by Site Host (sum of Sections C, E, and F above): | \$10,460 |

Billing Information

Billing Contact Name: Elaine Marshall Phone: (408)730-7720

E-mail: EMarshall@sunnyvale.ca.gov

Authorization: We instruct **ABM Electrical Power Solutions, LLC** or subsidiaries to proceed with scheduling and performing the work described in the attached proposal.

Proposed date to begin work: Notice to Proceed to be provided by Site Host

Host Entity Name (for billing and payment purposes): City of Sunnyvale

Amount: (Insert "total costs paid by site host" itemized above): \$10,460

Payment will be made to ABM by: (check one option below)

☒ **Company check** before project start date: Check number: _____

☐ **Purchase or Service order:** P.O. Number: _____

☐ **Credit or Debit card:** ☐ Visa ☐ Master Other: _____

Card Number: _____

Billing Address: _____

Exhibit B: Optional Additional Infrastructure Services Provided by ABM

Sample Additional Electrical Upgrade & Installation Infrastructure Services

(to be customized by ABM and Site Host)

| | |
|--|---|
| <ul style="list-style-type: none"> ▪ Install _____ Wheel Stop(s) ▪ Install _____ Protective Bollard(s) ▪ Transformer _____ KVA ▪ Wall Core Qty _____ ▪ Floor Core Qty _____ | <ul style="list-style-type: none"> ▪ J - Box Qty _____ ▪ Trenching _____ ft ▪ Concrete Cut/Patch _____ ft ▪ Asphalt Cut/Patch _____ ft ▪ Landscape Repair _____ ft |
|--|---|

Description of Work to be Performed:

ABM to provide information below in support of permit procurement for each site under this program. Includes only single line diagrams and simple drawings that may be required. Stamped engineered drawings (if required- not likely), and time at the permit office is not included.

PROCESS

ABM to work up drawings per requirements of the City.

City of Sunnyvale to handle all time at building dept navigating documents internally, and paying for the actual permit once approved.

Materials \$: _____

Labor \$: _____

Tax \$: _____

Total \$: 1,500.00

Note: All work performed to local and NEC requirements by California State Certified Electricians.

ABM Electrical Power Services, LLC (ABEPS) Terms and Conditions

The following items are in addition to Section VII – ABM Terms and Conditions within this BayCAP Approval to Proceed document. Authorization to proceed with the work outlined in this quotation shall constitute Site Host (“Buyer’s”) acceptance of these terms and conditions in full. Oral authorizations to proceed must be confirmed to ABMEPS in writing (Fax or e-mail) within 24 hours. If there is a conflict or discrepancy between terms and conditions in the Buyer’s purchase authorization and this quotation, this quotation shall prevail unless specifically authorized, in writing, by ABM Electrical Power Services, LLC

Terms of Payment: **1.** Terms are net thirty (30) days. Any invoice not paid within thirty (30) days from the date of invoice will be subject to a service charge equal to the lesser of One and One-half percent (1.5%) per month on account balances or the maximum percentage permitted by law. **2.** At ABMEPS’s option, customers may be invoiced on a monthly basis for services provided over more than one month. **3.** All pricing and payment terms contained herein are contingent upon a favorable Credit Report for the customer/client to whom this quotation is provided. Upon receipt of a less than favorable credit report ABMEPS reserves the right to withdraw this proposal, modify the pricing, or require payment when services are rendered, or advance payment of the total job quotation before providing services. **4.** For material purchases in excess of \$50,000, ABMEPS reserves the option to invoice 50% of the total at the time of material order and the remaining 50% at the time of material delivery. **5.** Customer agrees to pay ABMEPS, to the extent permitted by applicable law, all costs and expenses, including but not limited to reasonable attorney’s fees, incurred by ABMEPS in connection with any collection activities or actions to collect unpaid invoices under this quotation.

Delays: ABMEPS shall not be liable for delays or performance resulting from causes beyond its reasonable control, acts of God, acts or omissions of Buyer, fire, strike or other labor difficulty. Should there be a delay, the date of delivery or performance shall be extended.

Cancellation: Notice of cancellation of services to be performed must be received thirty-six (36) hours prior to the agreed upon date and time. Unless such notification is provided, charges will be incurred. These charges will be ABMEPS’s cost plus ten percent (10%) and will include any rental equipment for the Project.

Disclaimer: ABMEPS assumes no responsibility for any damage or injury to any property caused directly or indirectly as a result of ABMEPS performing its duties under this agreement except such damage or injury that may be held to result solely and directly from or out of: Any grossly negligent performance by ABMEPS in its obligations under this Agreement or any willful misconduct on the part of ABMEPS, its agents or employees.

Responsibility: All services are performed in accordance with industry standards, project specifications and/or NETA specifications. Where remediation is beyond the scope of normal reliability testing, and where corrective action is required, such services will be quoted separately.

Assignment: ABMEPS reserves the right to assign this project in part or in total to an affiliated entity.

Termination: An order may be terminated only by mutual written agreement between Buyer and ABMEPS and only upon payment of costs and expenses already incurred by ABMEPS

Safety: ABMEPS agrees to comply with all applicable federal, state, local, National Electric Codes and project safety rules and regulations. ABMEPS reserves the right not to perform work that in its opinion violates OSHA Electrical Safety-Related Work Practices; Final Rule or other safety rules and regulations.

Standby Time: When ABMEPS service personnel are on the job site but unable to perform services requested because of circumstances beyond ABMEPS control, the customer may be charged standby time at the applicable rate for each such ABMEPS service person (up to a maximum of eight (8) hours per day per person).

Liability: ABM Electrical Power Services, LLC. and its contractors and suppliers of any tier, shall not be liable in contract, in tort or otherwise for damage or loss of property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment

(including additional expenses incurred in using existing facilities), claims of customers of Buyer, or for any special, indirect, incidental, or consequential damages of any kind, whether arising in or based on contract, tort, statute, strict liability, warranty or otherwise.

Warranties: All material and equipment delivered and/or installed will be the products of reputable manufacturers. ABMEPS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY EXCLUDED, CONCERNING MATERIAL AND EQUIPMENT MANUFACTURED BY OTHERS. ABMEPS sells and delivers all materials and equipment not manufactured by it "AS IS," but ABMEPS will use its best reasonable efforts to obtain from the manufacturer, in accordance with the manufacturer's customary practices, the repair or replacement of any material or equipment which may prove defective in workmanship or material. The foregoing shall be the exclusive remedy of Buyer and the sole obligation of ABMEPS with respect to material and equipment manufactured by others. Further, ABMEPS warrants its labor for one (1) year.

Exhibit C: Site Host Commitment to Perform Site Preparation Services

NOTE: This Exhibit is needed **ONLY** if the Site Host and ABM mutually determine that additional services must be performed by the Site Host to enable successful installation of EVSE.

Project(s): _____ **n/a** _____

Site Addresses: _____

Site Addresses: _____

Site Addresses: _____

Site Host Contact Name & Title: _____

Site Host Phone: _____ **Site Host E-mail:** _____

Acknowledgement: We hereby acknowledge that the following additional work is required to meet the terms and conditions of the CEC-funded charging station installation project described herein, and that this work shall be conducted by the Site Host, at the Host's own expense, using the Host's own resources, contractors (if applicable), and personnel.

Scope of Work: _____ **n/a** _____

Proposed date to begin work: _____

Proposed date to complete work: _____

Authorized Signature: _____

Printed Name: _____

Title (Please Print): _____

Date: _____

Exhibit D: ChargePoint Warranty Information

Limited Product Warranty and Extended Warranty Registration Certificate

TO BE COMPLETED BY CHARGEPOINT

Product Model Number: _____

Warranty Number: _____

Five-Year Extended Warranty (Additional Charge): _____

IMPORTANT

1. To assure prompt warranty service, please register your ChargePoint® Charging Station Limited Product Warranty even if you did not purchase the Five-Year Extended Warranty.
2. If you purchased the Five-Year Extended Warranty from ChargePoint or one of its authorized representatives you must register your Five-Year Extended Warranty with ChargePoint within twelve (12) months of product installation for the Five-Year Extended Warranty to take effect. If your registration is not received by ChargePoint within the prescribed time period, the Five-Year Extended Warranty will be void and of no effect.

To Be Completed By Owner of ChargePoint Charging Station

Name of Distributor Where Products Purchased: _____

Name of ChargePoint Charging Station Owner: _____

Address of ChargePoint Charging Station Owner: _____

ChargePoint Charging Station Serial Number: _____

Other Product Description and Serial Number: _____

Date on which ChargePoint Products for this Warranty were Installed: Month: ____ Day: ____ Year: ____

Name of Installer: _____

Email address to send confirmation of Warranty Registration: _____

(Required to obtain confirmation of Warranty Registration)

Your completed Warranty Registration Certificate should be mailed to ChargePoint at the following address

ChargePoint, Inc.
1692 Dell Avenue
Campbell, CA 95008-6901
Attention: Product Warranty Registration

Your completed Warranty Registration Certificate can also be faxed to ChargePoint at (408) 370-3847 or sent to ChargePoint at the following e-mail address: service@chargepoint.com.

Unless you provide a valid email address where indicated above, ChargePoint will not otherwise notify you to confirm the receipt of your Warranty Registration Certificate.

Limited Product Warranty

This Limited Product Warranty applies to you, a customer who has purchased CHARGEPOINT, INC.'s ("CHARGEPOINT") Charging Stations and/or related products ("Products") from CHARGEPOINT or one of its authorized distributors and not for resale.

LIMITED ONE-YEAR WARRANTY: Subject to the exclusions from warranty coverage set forth below, CHARGEPOINT warrants that the Product will be free from any defects in materials and/or workmanship (the "Limited Warranty") for a period of one (1) year after the date of the initial installation of the Product (the "One-Year Warranty Period"). If the Product becomes defective in breach of the Limited Warranty, CHARGEPOINT will, upon written notice of the defect received during the One-Year Warranty period, either repair or replace, at ChargePoint's election, the Product if it proves to be defective; provided, that CHARGEPOINT will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

FIVE-YEAR EXTENDED WARRANTY (Additional Charge Applies): Subject to the exclusions from warranty coverage set forth below, if you have purchased a five (5) year extended warranty ("Five-Year Extended Warranty"), and if the Product becomes defective in breach of the Limited Warranty above at any time during the five (5) year period after the date of the initial installation of the Product (the "Five-Year Warranty Period"), CHARGEPOINT will, upon written notice of the defect received during the Five-Year Warranty Period, either repair, provide replacement parts for the defective parts of the Product or replace the Product, at ChargePoint's election, if it proves to be defective; provided, that CHARGEPOINT will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

CHARGEPOINT's Options: You acknowledge that replacement products provided by CHARGEPOINT under each of the Limited Warranty and the Five-Year Extended Warranty may be remanufactured or reconditioned Products or, if the exact Product is no longer manufactured by CHARGEPOINT, a Product with substantially similar functionality ("Replacement Products"). Any Replacement Products so furnished will be warranted for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such Replacement Product, whichever is greater. Should CHARGEPOINT be unable to repair or replace the Product, CHARGEPOINT will refund the purchase price of the Product.

EXCLUSIONS FROM LIMITED WARRANTY AND FIVE-YEAR EXTENDED WARRANTY

IMPORTANT: The Limited Warranty and, if purchased, the Five Year Extended Warranty on your Product shall not apply to defects, or service repairs, resulting from any of the following:

- Alteration or modification of the Product in any way not approved in writing by CHARGEPOINT.
- Vandalism.
- Abuse, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from being struck by a vehicle) or misapplication, or use of the Products other than as specified in the applicable CHARGEPOINT documentation.
- Installation or relocation of the Products unless performed by CHARGEPOINT or by a ChargePoint authorized installer or service provider.
- Improper site preparation or maintenance.
- Damage as a result of accidents, extreme power surge, extreme electromagnetic field, acts of nature or other causes beyond the control of CHARGEPOINT.
- Use of the Product with software, interfacing, parts or supplies not supplied by CHARGEPOINT.

You are responsible for the proper installation and maintenance of the Product. Any service or repairs beyond the scope of the Limited Warranty or the Five-Year Extended Warranty above are subject to CHARGEPOINT's then prevailing current labor rates and other applicable charges.

Third Party Products. The above Limited Warranty and Five-Year Extended Warranty are exclusive of products manufactured by third parties ("Third Party Products"). If such third party manufacturer provides a separate warranty with respect to the Third Party Product, CHARGEPOINT will include such warranty in the packaging of the CHARGEPOINT Product.

OBTAINING WARRANTY SERVICE

To obtain warranty service you must: (a) obtain a return materials authorization number ("RMA#") from CHARGEPOINT by contacting 1-877-370-3802 (or for customers outside the U.S., contact 408-370-3802) and ask for Customer Service, and (b) deliver the Product, in accordance with the instructions provided by CHARGEPOINT, along with proof of purchase in the form of a copy of the bill of sale including the Product's serial number, contact information, RMA# and detailed description of the defect, in either its original package or packaging providing the Product with a degree of protection equivalent to that of the original packaging, to CHARGEPOINT at the address below. You agree to obtain adequate insurance to cover loss or damage to the Product during shipment.

If you obtain an RMA# and return the defective Product as described above, CHARGEPOINT will pay the cost of returning the Product to CHARGEPOINT. Otherwise, you agree to bear such cost, and prior to receipt by CHARGEPOINT, you assume risk of any loss or damage to the Product. CHARGEPOINT is responsible for the cost of return shipment to you if the CHARGEPOINT Product is found to be defective.

Returned products which are found by CHARGEPOINT to be not defective, returned out-of-warranty or otherwise ineligible for warranty service will be repaired or replaced at CHARGEPOINT's standard charges and shipped back to you at your expense.

At CHARGEPOINT's sole option, CHARGEPOINT may perform repair service on the Product at your facility, and you agree to provide CHARGEPOINT with all reasonable access to such facility and the Product, as required. On-site repair service is not available outside the United States.

All replaced parts, whether under warranty or not, are the property of CHARGEPOINT.

WARRANTY LIMITATIONS

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY CHARGEPOINT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO OTHER WARRANTIES RESPECTING THE PRODUCT AND DOCUMENTATION AND SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CHARGEPOINT OR DISTRIBUTOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT.

Some states or jurisdictions do not allow the exclusion of express or implied warranties so the above exclusions may not apply to you. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER THE TOTAL WARRANTY PERIOD. Some states or

jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO AGENT OF CHARGEPOINT IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF CHARGEPOINT.

CHARGEPOINT SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

LIMITATIONS OF LIABILITY

You acknowledge and agree that the consideration which you paid to CHARGEPOINT or one of its authorized distributors does not include any consideration by CHARGEPOINT or one of its authorized distributors of the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Product. THUS, CHARGEPOINT OR ONE OF ITS AUTHORIZED DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THIS PRODUCT OR THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT OR ONE OF ITS AUTHORIZED DISTRIBUTORS FOR ALL CLAIMS WHATSOEVER RELATED TO THIS PRODUCT OR THE SERVICE WILL NOT EXCEED THE PRICE YOU PAID FOR THIS PRODUCT.

THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

ADDITIONAL INFORMATION

This Limited Product Warranty is valid for U.S.A. and Canada only.

This Limited Product Warranty shall be governed by and construed in accordance with the laws of the State of California, U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

This Limited Product Warranty is the entire and exclusive agreement between you and CHARGEPOINT with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of CHARGEPOINT.

The Limited Product Warranty is not transferable by you to anyone else.

All inquiries or claims made under this Limited Product Warranty must be sent to CHARGEPOINT's address as follows:

ChargePoint
1692 Dell Avenue.
Campbell, California 95008-6901
Tel: 408-370-3802
Fax: 408-370-3847
Email: service@chargepoint.com

Exhibit E: ChargePoint Master Software Services Agreement

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;
- (c) Subscriber's use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 "APIs" means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 "ChargePoint Connections" shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 ***“ChargePoint®”*** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 ***“ChargePoint Services”*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.

2.6 ***“ChargePoint Application”*** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 ***“Charging Station”*** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 ***“Content”*** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 ***“CPI Marks”*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 ***“CPI Property”*** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 ***“Documentation”*** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 ***“Effective Date”*** means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber’s first use of the ChargePoint Services.

2.13 ***“Intellectual Property Rights”*** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 ***“Malicious Code”*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 ***“Party”*** means each of CPI and Subscriber.

2.16 ***“PII”*** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 ***“Provisioning”*** means activating Charging Stations, warrantees and Service Plans on ChargePoint

2.18 ***“Rights”*** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain

information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 "Service Plan(s)" means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 "Subscriber Content and Services" means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 "Subscriber Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 "Subscription Fees" means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 "Taxes" shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 "Token(s)" means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 "User" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS. A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by

CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next

generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed aggregate Services Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Service Plans.

9.2 SERVICE PLAN TERM. Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber’s receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject

to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs..

11.5 NOTICES. Any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.6 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.7 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.8 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.9 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement.

Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.10 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.11 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.12 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.14 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber:

ChargePoint, Inc.

Name: _____

Name: Jonathan Kaplan

Title: _____

Title: General Counsel

Date: _____

Date: _____

Address: _____

Address:

254 E. Hacienda Ave
Campbell, CA 95008

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 **“CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 **“Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 **“Session” or “Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 **“Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 **DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 **PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the

foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars (\$50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply to the API Terms.

1.1 "API Implementation" means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 "API Documentation" means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 "CPI Site Terms" means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. API USE. Subscriber may use the APIs as and to the extent permitted by Subscriber's Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 AVAILABLE APIs AND FUNCTION CALLS. The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Service Plan, and Subscriber's particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 USE AND DISPLAY OF CONTENT. Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 “Rights Grantor” means Subscriber.

1.2 “Rights Grantee” means a any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. TERMS. This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

Exhibit F: Insurance Requirements for Contracts

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

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

1. **Commercial General Liability**: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.

Contractor shall be allowed to insure workers compensation exposures through a State approved Self Insurance Program. ABM shall carry Employers Liability limits of at least \$1,000,000.

Deductibles and Self-Insured Retentions

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

Contractor declares the following deductibles and self insured retentions.

Commercial General Liability SIR - \$1M

Automobile Liability Deductible - \$1M

California Workers' Comp Self Insured Retention - \$1M; Additional \$1M aggregate corridor retention applies

Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The additional insured coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, other than those arising out of the City's sole negligence, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it except in cases of the City's sole negligence.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The General and Automobile Liability policies required by this clause shall be endorsed to state thirty (30) days' prior written notice shall be given to the City of Sunnyvale in the event of cancellation and/or reduction in limits.

Acceptability of Insurers

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

Verification of Coverage

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

APPROVAL TO PROCEED

(inclusive of Exhibits A, B, C, D, and E above – as applicable)

The signatures below indicate agreement by all named parties with this Approval to Proceed (including Exhibits A, B, C, D, and E above – as applicable) with the installation of charging equipment and related services under the terms and conditions outlined in this document and in the Bay Area Charge Ahead Project grant application and award from the California Energy Commission.

Please note that this agreement is contingent upon and only goes into force after execution of all necessary agreements between the CEC and the Bay Area Climate Collaborative (BACC), and the subsequent execution of valid agreements between BACC and ABM. If in the event that these superior agreements are not completed successfully with mutual consent between the parties, then ABM is not obligated to provide the equipment nor services identified in this agreement.

Approved As To Form

Printed Name & Title

Date

Site Host Authorized Signature

Printed Name & Title

Date

ABM Authorized Signature

Printed Name & Title

Date

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING RESOLUTION NO. 704-15, THE
CITY'S FEES, RATES AND CHARGES RESOLUTION, TO
ADD SECTION 1.06, "PUBLIC CHARGING STATION USE
FEE**

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, in November 2013, the California Energy Commission ("CEC") announced the availability of grant funding to increase the availability of publically accessible Electric Vehicle ("EV") charging infrastructure; and

WHEREAS, the Bay Area Climate Collaborative ("BACC") partnered with the California EV Alliance and many local agencies, including Sunnyvale to apply for funding, and this collaboration, known as the Bay Area Charge Ahead Project ("BayCAP"), was awarded funding in May 2014; and

WHEREAS, under the BayCAP project, the grant funds will cover the costs of the charging stations, which are being provided by ChargePoint at wholesale costs to BACC, as well as charging station installation costs up to \$4,500 per station; and

WHEREAS, the majority of the local match required for the grant is being provided by ChargePoint and ABM in the form of discounted equipment and annual maintenance provided at no costs or discounted costs to the city for the first two years of the project; and

WHEREAS, the City is responsible for up-front costs of \$10,460 to cover the ChargePoint network services fees for two years, the optional two-year extended warranty, and additional services from ABM Electrical Power Service, LLC for permitting support for four EV charging stations, and total on-going annual cost is estimated to range from \$2,000 to \$2,500 per station, depending on demand (this includes the cost of electricity and transaction fees); and

WHEREAS, City staff recommends that the City set a fee of \$1.50 per hour for use of the charging stations, and establishing the fee at this level is estimated to generate \$2,300 to \$4,600 in revenue depending on how frequently the charging stations are used; and

WHEREAS, the City Council is empowered to impose reasonable fees, rates, and charges to offset the costs for municipal services; and

WHEREAS, the City desires to implement the public charging station use fee as set forth in Exhibit "A."

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

1. Section 1.06, "Public Charging Station Use Fee" of the Master Fee Schedule, is hereby added and 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 upon adoption.

4. All other provisions of Resolution No. 704-15 shall remain in effect.

Adopted by the City Council at a regular meeting held on _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

CITY OF SUNNYVALE FISCAL YEAR 2015/16 FEE SCHEDULE

| | Fiscal Year <u>2015/16</u> | Charge <u>Code</u> | Object Level <u>3 & 4</u> | Title <u>(Obj. Lvl. 3)</u> | Title <u>(Obj. Lvl. 4)</u> |
|--|---------------------------------------|-------------------------------|--|---------------------------------------|---------------------------------------|
| <u>SECTION 1.06</u> PUBLIC CHARGING STATION USE FEE | | | | | |
| Hourly use of public EV Charging Station | <u>\$1.50</u> | 799033 | TBD | TBD | TBD |



City of Sunnyvale

Agenda Item

15-1121

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution to Amend the Salary Table of the City's Salary Resolution to Implement a 7% Wage Increase for the Classification of Casual Crossing Guard

BACKGROUND

On December 15, 2015, the City Council was presented with a number of policy options to address concerns related to the City's Crossing Guard Program. At that meeting, the City Council directed staff to amend the Salary Table of the City's Salary Resolution to provide for a 7% wage increase for the classification of Casual Crossing Guard. In addition, the City Council directed that staff evaluate the policy option to contract out this service and continue with robust recruitment efforts.

EXISTING POLICY

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b) (4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

DISCUSSION

On December 15, 2015, the City Council directed staff to amend the Salary Table of the City's Salary Resolution to provide for a 7% wage increase to the classification of Casual Crossing Guard. If this action is approved by Council, all 36 current Casual Crossing Guard incumbents will receive a 7% wage increase effective February 14, 2016, the first full pay period following Council approval. Any incumbent employee not at step 5 will continue to move through the salary table to the next step in the range in accordance with our current practice as outlined in the Salary Resolution. The attached salary table reflects the new rates for each step in the range.

FISCAL IMPACT

The fiscal impact of a 7% wage increase for the classification of Casual Crossing Guard would be approximately \$17,000 per year. The impact for the remainder of the year can be absorbed in the Department of Public Safety operating budget. The ongoing cost can be absorbed by the General Fund and will be incorporated into the FY 2016/17 Recommended Budget.

Funding Source

The Crossing Guard Program is funded by the General Fund.

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a resolution to amend the Salary Table of the City's Salary Resolution revising the pay schedule for Pay Plan Category I to implement a 7% Wage Increase for the Classification of Casual Crossing Guard.

Prepared by: Doug Baker, Human Resources Manager

Reviewed by: Teri Silva, Director of Human Resources

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Resolution Amending the Salary Schedule for Casual Crossing Guards

DRAFT 12/28/15 JB

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S
SALARY RESOLUTION TO IMPLEMENT A 7% WAGE INCREASE FOR
THE CLASSIFICATION OF CASUAL CROSSING GUARD**

WHEREAS, in an effort to help with recruitment and retention efforts the City Council desires to amend the City's Salary Resolution to provide for a 7% wage increase for the classification of Casual Crossing Guard;

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

1. Resolution No. 190-05 is hereby amended by amending the pay rates for Casual Crossing Guard, as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution amendments and pay rates noted above shall be effective _____, 2016.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on _____, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Section 2

City of Sunnyvale
Salary Table - Casual/Temporary Classifications

Draft Crossing Guard increase of 7%

| Job Code | Job Title | Unit | Pay Categories | Scale | Min. range / Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Max. range / Step 6 | Effective Date |
|----------|-----------------------|--------|----------------|-------|---------------------|---------|---------|---------|---------|---------------------|----------------|
| 9010 | CASUAL CROSSING GUARD | Casual | Casual/Temp | 938 | 12.7642 | 13.4025 | 14.0726 | 14.7763 | 15.5151 | | TBD |



City of Sunnyvale

Agenda Item

15-1046

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to Execute an Easement Deed and Temporary Construction Easement to the Santa Clara Valley Water District (SCVWD) over a Portion of City Owned Property in Relation to the Wolfe Road Recycled Water Project

BACKGROUND

The Wolfe Road Recycled Water Project (Project) consists of constructing a new recycled water pipeline along Wolfe Road from Kifer Road to Homestead Road (approximately 13,500 linear feet) and performing improvements to the existing San Lucar Pump Station. The Project will provide for the delivery of up to 0.44 million gallons a day of additional recycled water for uses within the City of Sunnyvale and adjacent communities. Potential future connections nearby include schools, parks, and the Sunken Gardens Golf Course.

The Project will also serve the Apple 2 Campus, which is located across Homestead Road in the City of Cupertino. Improvements to the San Lucar Pump Station will be sized to accommodate anticipated water demands.

In February 2015, the City of Sunnyvale entered into a Construction Cost Sharing Agreement with SCVWD for this Project. Section G (5) of the agreement requires the City to dedicate the easements required for the Project over portions of the San Lucar Pump Station site.

EXISTING POLICY

General Plan, Chapter 7, *Policy Environmental Management-1.2*: Maximize recycled water use for all approved purposes both within and in areas adjacent to the City, where feasible.

ENVIRONMENTAL REVIEW

On, September 24, 2013, Council adopted a Mitigated Negative Declaration (MND) for the Wolfe Road Recycled Water Project, (RTC 13-226). An Addendum to the MND was prepared by staff and approved on September 30, 2014 (RTC 14-0595). The Addendum addressed groundwater monitoring and the impacts of the operation and maintenance of the pump station improvements. Staff determined that the minor technical changes or additions to the MND did not involve new significant environmental impacts, and therefore were appropriately included in the Addendum to the MND pursuant to CEQA Guideline Section 15164.

DISCUSSION

This Project includes improvements located on the San Lucar Pump Station site, which is generally located south of Kifer Road, and east of the Wolfe Road overpass, known as Assessor's Parcel Number 205-49-001. To facilitate the construction and ongoing operation and maintenance of the Project, SCVWD has requested an Easement Deed be dedicated for access, water pipelines and

building structure that is approximately 6,224 sq. ft. on the northwesterly portion of the property (shown on Attachment 1). In addition, a Temporary Construction Easement (TCE) that is approximately 20,473 sq. ft., is also being requested to allow for the construction of the improvements, and will terminate 24 months after the recordation of the document.

The Easement Deed and Temporary Construction Easement documents (Attachments 2 and 3) indicate the exact location of each of the easements. Staff has reviewed each of the documents and recommends approval of this item to allow for the construction of the Project. Council adoption of the resolution in Attachment 4 is required to authorize the City Manager to execute the Easement Deed and Temporary Construction Easement.

FISCAL IMPACT

There is no cost for the easements being granted to the SCVWD. SCVWD will pay for all recording fees associated with the easements, if any.

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

Adopt the resolution authorizing the City Manager or designee to execute an Easement Deed and Temporary Construction Easement to SCVWD over portions of the San Lucar Pump Station site.

Prepared by: Ryan D. Sandoval, City Property Administrator

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: John Stufflebean, Director, Environmental Services

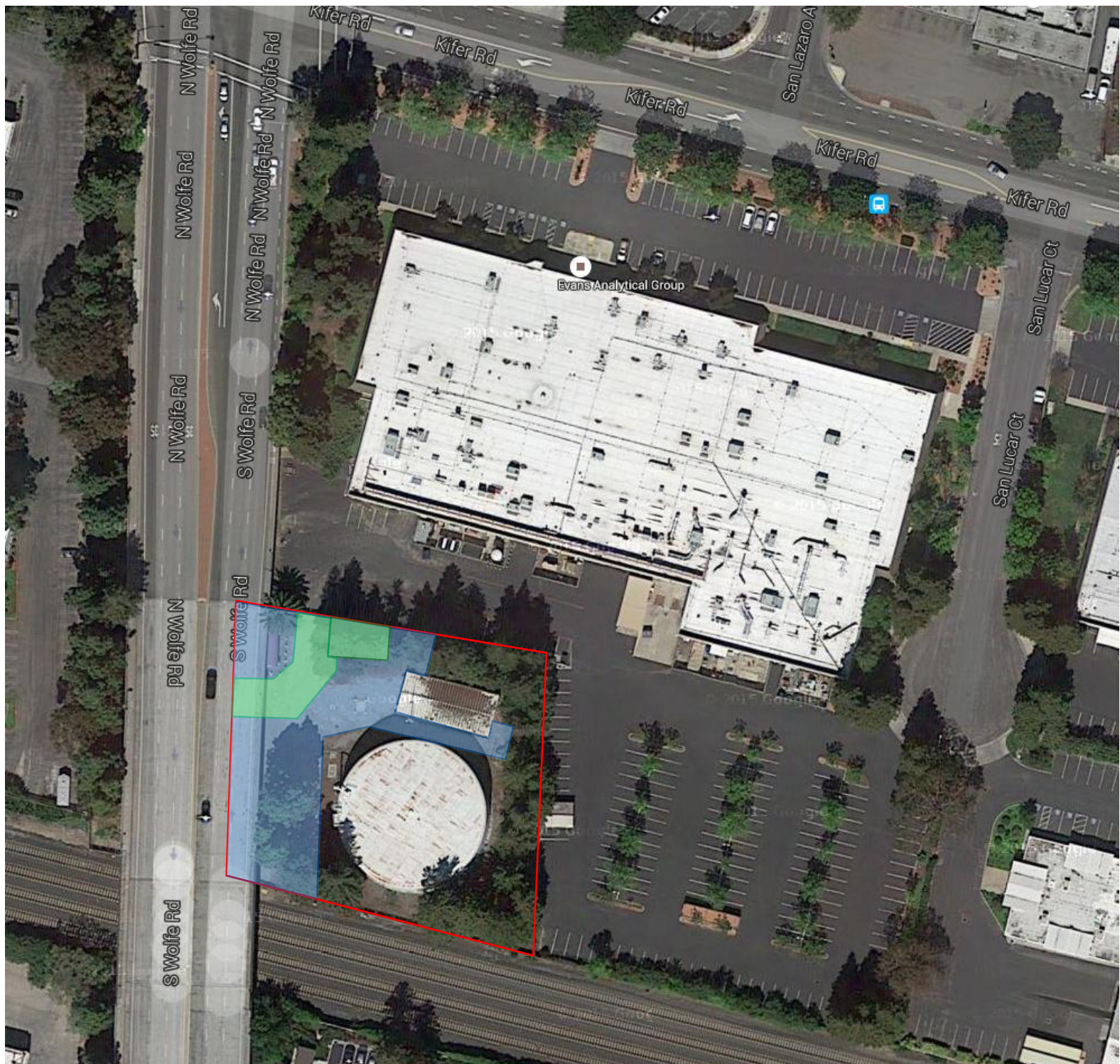
Reviewed by: Kent Steffens, Assistant City Manager




Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Easements Location Map
2. Easement Deed
3. Temporary Construction Easement
4. Resolution

EASEMENT LOCATION MAP



-  = City Property Boundary
-  = Temporary Construction Easement (TCE)
-  = Permanent Easement

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 205-49-001 (portion)

DOCUMENT NO.: 9124-1

EASEMENT DEED

CITY OF SUNNYVALE, a municipal corporation, hereinafter referred to as "Grantor," do(es) hereby grant, convey and dedicate to the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature, hereinafter referred to as "District", an easement (Parcel 1) for, ingress and egress, water pipelines, and appurtenances and an easement (Parcel 2) for, ingress and egress, building facilities, and appurtenances, both in, upon, over, and across that real property, in the City of Sunnyvale, County of Santa Clara, State of California, described as APN: 205-49-001; and more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, fences, structures or trees within the easement area, unless prior written approval is obtained from District.

The easements shall include the right to ingress and egress, construct, reconstruct, inspect, maintain, operate, and repair building facilities, water pipelines, and appurtenances, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand, and gravel by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein.

District shall also have the right to mark the location of said described area by suitable markers, but said markers shall be placed in fences or other locations which will not interfere with any reasonable use by Grantor.

District agrees to indemnify and hold harmless Grantor from and against any and all claims, damages, liabilities, costs or any expenses whatsoever, arising from or caused, directly or indirectly by the entry onto the property by District or its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein.

Grantor reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with District(s) rights hereunder.

Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacements and maintenance of District(s) improvements in

the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property or any of its existing facilities.

(As used above, the term "grantor" shall include the plural as well as the singular number and the words "himself" and "his" shall include the feminine gender as the case may be.)

Dated this day of , 2016

CITY OF SUNNYVALE, a municipal
corporation

By: _____
Deanna J. Santana, City Manager

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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 } SS

On this ____ day of _____, in the year 20__, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

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.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ Individual

☐ Trustee (s)

☐ Corporate Officer(s): _____

☐ Guardian/Conservator

☐ Partner(s) ☐ Limited ☐ General

☐ Other: _____

☐ Attorney-In-Fact _____

Signer is Representing (Name of Person(s) or Entity(ies))

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

EXHIBIT A

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway

San Jose, CA 95118

Original By: CLM
Date: 11/18/2015

Revised By:
Revision Date:

PROJECT: WOLFE ROAD RECYCLED WATER
PROPERTY: CITY OF SUNNYVALE

APN: 205-49-001
RESU File No.: 9124-1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 3 AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 105 OF MAPS, PAGE 17, SANTA CLARA COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 – PIPELINE AND ACCESS EASEMENT

COMMENCING AT A POINT THAT IS THE NORTHEASTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 75°27'41" WEST, 140.99 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3 NORTH 75°27'41" WEST, 36.35 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 09°57'04" WEST, 43.57 FEET; THENCE SOUTH 47°36'18" WEST, 14.33 FEET; THENCE NORTH 89°15'00" WEST 30.41 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH WOLFE ROAD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°45'00" WEST, 25.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89°15'00" EAST, 44.68 FEET; THENCE NORTH 47°36'18" EAST, 46.19 FEET; THENCE NORTH 14°32'19" EAST, 7.60 FEET; THENCE NORTH 75°27'41" WEST, 4.34 FEET; THENCE NORTH 14°32'19" EAST, 30.00 FEET TO THE POINT OF BEGINNING

CONTAINING 3,239 SQUARE FEET, MORE OR LESS.

PARCEL 2 – BUILDING AND ACCESS EASEMENT

COMMENCING AT A POINT THAT IS THE NORTHEASTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 75°27'41" WEST, 95.99 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3 NORTH 75°27'41" WEST, 81.35 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 09°57'04" WEST, 42.93 FEET; THENCE SOUTH 83°23'17" EAST, 78.67 FEET; THENCE NORTH 14°32'19" EAST, 31.94 FEET TO THE POINT OF BEGINNING

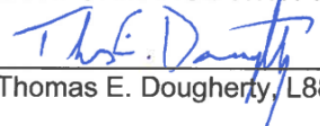
CONTAINING 2,985 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING:

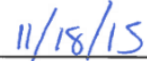
BEARINGS AND DISTANCES HEREIN ARE BASED ON FOUND MONUMENTS ALONG THE CENTERLINE OF SAN LUCAR COURT AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 513 OF MAPS AT PAGE 40, SANTA CLARA COUNTY OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

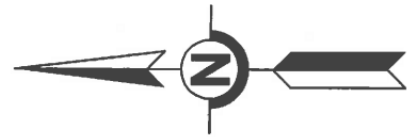
THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.



Thomas E. Dougherty, L8819



Date



FND. 3/4" I.P.
W/NAIL; NO TAG
DOWN 1'

P.O.C.

STEPHENS &
STEPHENS KIFER
RD., LLC.
DOC. 19099761
PARCEL B
513 MAPS 40
APN 205-49-011

CITY OF SUNNYVALE
DOC. 1606862
PARCEL 3
105 MAPS 17
APN 205-49-001

P.O.B.

N75°27'41"W 4.34'

N14°32'19"E 7.60'

10.00' WIDE P.G.&E.
UTILITY EASEMENT
DOC. 6447846

N14°32'19"E 30.00'

PARCEL 1
AREA
3,239 SQ. FT.

N47°36'18"E 46.19'

43.57'
S09°57'04"W

S47°36'18"W 14.33'

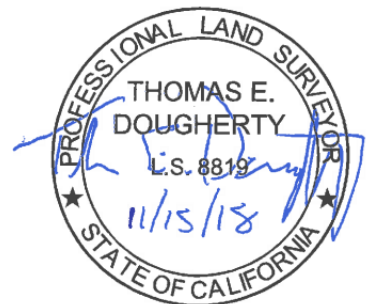
N89°15'00"W 30.41'

S89°15'00"E 44.68'

EAST RIGHT-OF-WAY LINE OF
NORTH WOLFE ROAD

S00°45'00"W 25.00'

N. WOLFE ROAD



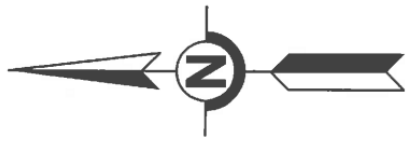
Santa Clara Valley Water District



SCALE: 1" = 20'

| | |
|------------------|---------------|
| PROJ. NO. | 2016_047 |
| FILE NO. | 9124-1 |
| APN | 205-49-001 |
| TITLE REPORT NO. | 0616012057-RR |
| DRAWN | CLM |
| DATE | 11/16/2015 |

| REV. | BY | DATE | DESCRIPTION |
|------|----|------|-------------|
| 1 | | | |
| 2 | | | |



P.O.C.

FND. 3/4" I.P.
W/NAIL; NO TAG
DOWN 1'

95.99'

P.O.B.

STEPHENS &
STEPHENS KIFER
RD., LLC.
DOC. 19099761
PARCEL B
513 MAPS 40
APN 205-49-011

N14°32'19"E
31.94'

CITY OF SUNNYVALE
DOC. 1606862
PARCEL 3
105 MAPS 17
APN 205-49-001

PARCEL 2
AREA
2,985 SQ. FT.

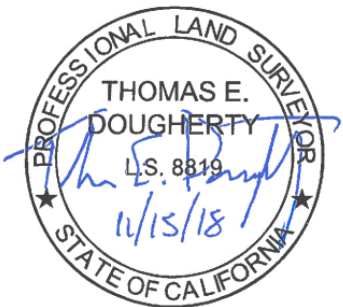
10.00' WIDE P.G.&E.
UTILITY EASEMENT
DOC. 6447846

N75°27'41"W 226.59'
81.35'

78.67'
S83°23'17"E

42.93'
S09°57'04"W

49.25'

N. WOLFE ROAD

Santa Clara Valley Water District



SCALE: 1" = 20'

| | |
|------------------|---------------|
| PROJ. NO. | 2016_047 |
| FILE NO. | 9124-1 |
| APN | 205-49-001 |
| TITLE REPORT NO. | 0616012057-RR |
| DRAWN | CLM |
| DATE | 11/13/2015 |

| REV. | BY | DATE | DESCRIPTION |
|------|----|------|-------------|
| 1 | | | |
| 2 | | | |

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 205-49-001 (portion)

DOCUMENT NO.: 9124-2

TEMPORARY CONSTRUCTION EASEMENT

CITY OF SUNNYVALE, a municipal corporation, hereinafter referred to as "Grantor," do(es) hereby grant, convey and dedicate to the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of Sunnyvale, County of Santa Clara, State of California, described as APN: 205-49-001; and more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

This temporary construction easement is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in "Exhibit A" attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the easement.
2. This easement is necessary for the purpose of constructing the Wolfe Road Recycled Water Facilities Project and related activities incident to construction. This easement is for a period of twenty-four (24) months, to commence upon one (1) month advance written notice from Grantee to Grantor, and shall terminate twenty-five (25) months thereafter. At no cost to the Grantee, Grantee shall also have the right to enter upon Grantor's retained property, where necessary, to reconstruct or perform any warranty or conformance works after the expiration of the temporary construction easement and any extension thereto.
3. Grantee agrees to use all reasonable efforts to keep the roadway covered by this easement open to traffic and to not interfere with Grantor's use of site. Grantee will keep area covered by the easement clean and remove all debris related to its construction.
4. Grantee agrees to indemnify and hold harmless Grantor from and against any and all claims, damages, liabilities, costs or any expenses whatsoever, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein.

5. In the event Grantee occupies the temporary easement area beyond the specified time period for reasonable construction purposes, Grantee shall request an extension from Grantor in writing, and Grantor shall reasonably grant such request in writing without receipt of any consideration.

Dated this day of , 2016

CITY OF SUNNYVALE, a municipal
corporation

By: _____
Deanna J. Santana, City Manager

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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 } SS

On this ____ day of _____, in the year 20____, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

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.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

Signer is Representing (Name of Person[s] or Entity[ies])

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

EXHIBIT A

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway
San Jose, CA 95118

Original By: CLM
Date: 11/18/2015

Revised By:
Revision Date:

PROJECT: WOLFE ROAD RECYCLED WATER
PROPERTY: CITY OF SUNNYVALE

APN: 205-49-001
RESU File No.: 9124-1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL 3 AS SHOWN IN BOOK 105 OF MAPS, PAGE 17, RECORDED AS DOCUMENT NUMBER 1606862, SANTA CLARA COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS THE NORTHEASTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 75°27'41" WEST, 71.25 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3 NORTH 75°27'41" WEST, 155.34 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3;
THENCE ALONG THE WEST LINE OF PARCEL 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH WOLFE ROAD, SOUTH 00°45'00" WEST, 200.05 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3;
THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3 SOUTH 75°27'39" EAST, 76.47 FEET TO THE EAST LINE OF THAT CERTAIN 10 FOOT WIDE EASEMENT RECORDED AS DOCUMENT NUMBER 6447846, SANTA CLARA COUNTY OFFICIAL RECORDS;
THENCE ALONG SAID EAST LINE NORTH 00°20'44" EAST, 120.40 FEET;
THENCE LEAVING SAID EAST LINE SOUTH 89°55'47" EAST, 35.94 FEET;
THENCE SOUTH 74°36'57" EAST, 99.04 FEET;
THENCE NORTH 14°52'13" EAST, 25.00 FEET;
THENCE NORTH 74°36'57" WEST, 22.00 FEET;
THENCE SOUTH 14°52'13" WEST, 9.53 FEET;
THENCE NORTH 75°15'41" WEST, 67.97 FEET;
THENCE NORTH 11°07'19" EAST, 29.09 FEET;
THENCE SOUTH 75°15'41" EAST, 19.99 FEET;
THENCE NORTH 11°08'03" EAST, 25.08 FEET TO THE POINT OF BEGINNING.

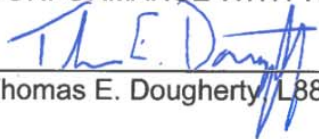
CONTAINING 0.47 ACRES, MORE OR LESS.

BASIS OF BEARING:

BEARINGS AND DISTANCES HEREIN ARE BASED ON FOUND MONUMENTS ALONG THE CENTERLINE OF SAN LUCAR COURT AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 513 OF MAPS AT PAGE 40, SANTA CLARA COUNTY OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

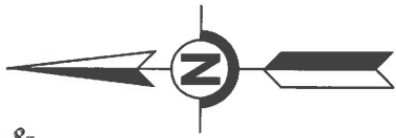
THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN
CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.



Thomas E. Dougherty L8819

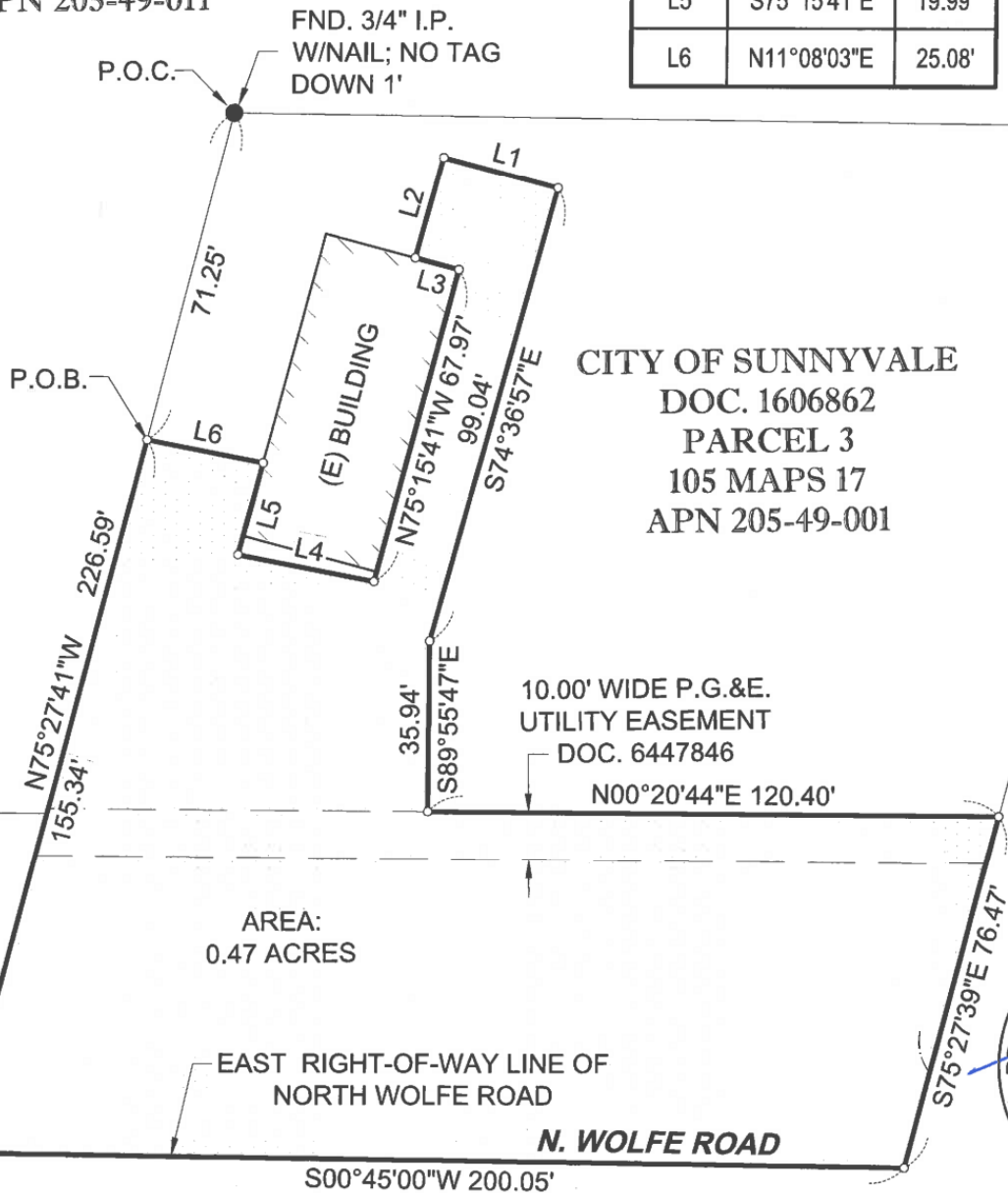
11/18/15

Date



STEPHENS &
STEPHENS KIFER
RD., LLC.
DOC. 19099761
PARCEL B
513 MAPS 40
APN 205-49-011

| Line Table | | |
|------------|-------------|--------|
| Line # | Direction | Length |
| L1 | N14°52'13"E | 25.00' |
| L2 | N74°36'57"W | 22.00' |
| L3 | S14°52'13"W | 9.53' |
| L4 | N11°07'19"E | 29.09' |
| L5 | S75°15'41"E | 19.99' |
| L6 | N11°08'03"E | 25.08' |



Santa Clara Valley Water District

SCALE: 1" = 40'

| | |
|------------------|---------------|
| PROJ. NO. | 2016_048 |
| FILE NO. | 9124-1 |
| APN | 205-49-001 |
| TITLE REPORT NO. | 0616012057-RR |
| DRAWN | CLM |
| DATE | 11/17/2015 |

| REV. | BY | DATE | DESCRIPTION |
|------|----|------|-------------|
| 1 | | | |
| 2 | | | |

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AUTHORIZING THE CITY MANAGER
TO EXECUTE AN EASEMENT DEED AND TEMPORARY
CONSTRUCTION EASEMENT TO SANTA CLARA
VALLEY WATER DISTRICT WITHIN A CITY-OWNED
PARCEL GENERALLY LOCATED SOUTH OF KIFER
ROAD AND EAST OF WOLFE ROAD**

WHEREAS, in February 2015, the City of Sunnyvale ("City") entered into a Construction Cost Sharing Agreement ("Agreement") with the Santa Clara Valley Water District ("SCVWD") for the Wolfe Road Recycled Water Facilities Project; and

WHEREAS, as part of the Agreement, the City shall dedicate to SCVWD an easement on the San Lucar Tank and Pump Station property, for access, water pipelines and a building structure to be located on the northwesterly portion of the property; and

WHEREAS, the City desires to enter into any necessary documentation for such construction and installation of new building facilities, water pipelines, and related appurtenances, including a new Easement Deed and Temporary Construction Easement.

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

The City Manager, or her designee, is hereby authorized to execute the Easement Deed and Temporary Construction Easement and any other documents to implement the purposes of the grant of an easement to SCVWD for the construction and installation of new building facilities and water pipelines across a portion of City-owned property, located south of Kifer Road, and east of Wolfe Road, known as the San Lucar Pump Station Site (APN 205-49-001), as described in the Easement Deed and Temporary Construction Easement, attached hereto as Exhibit A and Exhibit B respectively.

Adopted by the City Council at a regular meeting held on _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 205-49-001 (portion)

DOCUMENT NO.: 9124-1

EASEMENT DEED

CITY OF SUNNYVALE, a municipal corporation, hereinafter referred to as "Grantor," do(es) hereby grant, convey and dedicate to the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature, hereinafter referred to as "District", an easement (Parcel 1) for, ingress and egress, water pipelines, and appurtenances and an easement (Parcel 2) for, ingress and egress, building facilities, and appurtenances, both in, upon, over, and across that real property, in the City of Sunnyvale, County of Santa Clara, State of California, described as APN: 205-49-001; and more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, fences, structures or trees within the easement area, unless prior written approval is obtained from District.

The easements shall include the right to ingress and egress, construct, reconstruct, inspect, maintain, operate, and repair building facilities, water pipelines, and appurtenances, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand, and gravel by said District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein.

District shall also have the right to mark the location of said described area by suitable markers, but said markers shall be placed in fences or other locations which will not interfere with any reasonable use by Grantor.

District agrees to indemnify and hold harmless Grantor from and against any and all claims, damages, liabilities, costs or any expenses whatsoever, arising from or caused, directly or indirectly by the entry onto the property by District or its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein.

Grantor reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with District(s) rights hereunder.

Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacements and maintenance of District(s) improvements in

the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property or any of its existing facilities.

(As used above, the term "grantor" shall include the plural as well as the singular number and the words "himself" and "his" shall include the feminine gender as the case may be.)

Dated this day of , 2016

CITY OF SUNNYVALE, a municipal
corporation

By: _____
Deanna J. Santana, City Manager

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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 } SS

On this ____ day of _____, in the year 20____, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

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.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

Signer is Representing (Name of Person(s) or Entity(ies))

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

EXHIBIT A

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway

San Jose, CA 95118

Original By: CLM
Date: 11/18/2015

Revised By:
Revision Date:

PROJECT: WOLFE ROAD RECYCLED WATER
PROPERTY: CITY OF SUNNYVALE

APN: 205-49-001
RESU File No.: 9124-1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 3 AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 105 OF MAPS, PAGE 17, SANTA CLARA COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 – PIPELINE AND ACCESS EASEMENT

COMMENCING AT A POINT THAT IS THE NORTHEASTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 75°27'41" WEST, 140.99 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3 NORTH 75°27'41" WEST, 36.35 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 09°57'04" WEST, 43.57 FEET; THENCE SOUTH 47°36'18" WEST, 14.33 FEET; THENCE NORTH 89°15'00" WEST 30.41 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH WOLFE ROAD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°45'00" WEST, 25.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89°15'00" EAST, 44.68 FEET; THENCE NORTH 47°36'18" EAST, 46.19 FEET; THENCE NORTH 14°32'19" EAST, 7.60 FEET; THENCE NORTH 75°27'41" WEST, 4.34 FEET; THENCE NORTH 14°32'19" EAST, 30.00 FEET TO THE POINT OF BEGINNING

CONTAINING 3,239 SQUARE FEET, MORE OR LESS.

PARCEL 2 – BUILDING AND ACCESS EASEMENT

COMMENCING AT A POINT THAT IS THE NORTHEASTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 75°27'41" WEST, 95.99 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3 NORTH 75°27'41" WEST, 81.35 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 09°57'04" WEST, 42.93 FEET; THENCE SOUTH 83°23'17" EAST, 78.67 FEET; THENCE NORTH 14°32'19" EAST, 31.94 FEET TO THE POINT OF BEGINNING

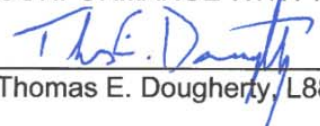
CONTAINING 2,985 SQUARE FEET, MORE OR LESS.

BASIS OF BEARING:

BEARINGS AND DISTANCES HEREIN ARE BASED ON FOUND MONUMENTS ALONG THE CENTERLINE OF SAN LUCAR COURT AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 513 OF MAPS AT PAGE 40, SANTA CLARA COUNTY OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

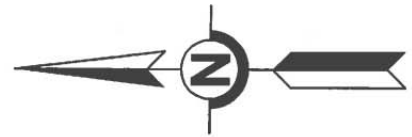
THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.



Thomas E. Dougherty, L8819

11/18/15

Date



FND. 3/4" I.P.
W/NAIL; NO TAG
DOWN 1'

P.O.C.

STEPHENS &
STEPHENS KIFER
RD., LLC.
DOC. 19099761
PARCEL B
513 MAPS 40
APN 205-49-011

CITY OF SUNNYVALE
DOC. 1606862
PARCEL 3
105 MAPS 17
APN 205-49-001

P.O.B.

N75°27'41"W
4.34'

N14°32'19"E
7.60'

10.00' WIDE P.G.&E.
UTILITY EASEMENT
DOC. 6447846

PARCEL 1
AREA
3,239 SQ. FT.

N14°32'19"E
30.00'

N47°36'18"E
46.19'

43.57'
S09°57'04"W

S47°36'18"W
14.33'

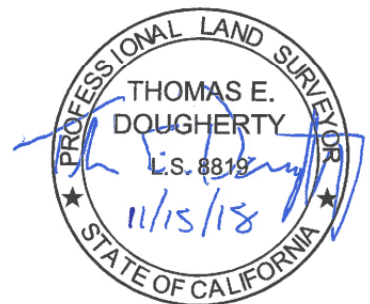
N89°15'00"W
30.41'

S89°15'00"E
44.68'

EAST RIGHT-OF-WAY LINE OF
NORTH WOLFE ROAD

S00°45'00"W
25.00'

N. WOLFE ROAD



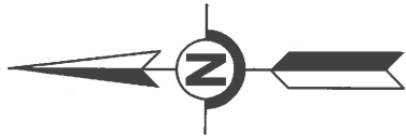
Santa Clara Valley Water District



SCALE: 1" = 20'

| | |
|------------------|---------------|
| PROJ. NO. | 2016_047 |
| FILE NO. | 9124-1 |
| APN | 205-49-001 |
| TITLE REPORT NO. | 0616012057-RR |
| DRAWN | CLM |
| DATE | 11/16/2015 |

| REV. | BY | DATE | DESCRIPTION |
|------|----|------|-------------|
| 1 | | | |
| 2 | | | |



P.O.C.

FND. 3/4" I.P.
W/NAIL; NO TAG
DOWN 1'

95.99'

P.O.B.

STEPHENS &
STEPHENS KIFER
RD., LLC.
DOC. 19099761
PARCEL B
513 MAPS 40
APN 205-49-011

N14°32'19"E
31.94'

CITY OF SUNNYVALE
DOC. 1606862
PARCEL 3
105 MAPS 17
APN 205-49-001

PARCEL 2
AREA
2,985 SQ. FT.

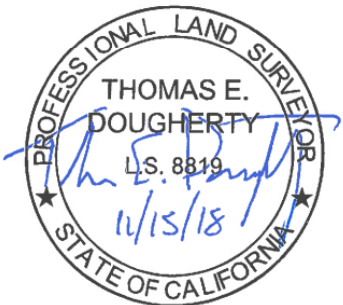
10.00' WIDE P.G.&E.
UTILITY EASEMENT
DOC. 6447846

N75°27'41"W 226.59'
81.35'

S83°23'17"E
78.67'

42.93'
S09°57'04"W

49.25'

N. WOLFE ROAD

Santa Clara Valley Water District



SCALE: 1" = 20'

PROJ. NO.

2016_047

FILE NO.

9124-1

APN

205-49-001

TITLE REPORT NO.

0616012057-RR

DRAWN

CLM

DATE

11/13/2015

REV.

BY

DATE

DESCRIPTION

1

2

EXHIBIT B

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 205-49-001 (portion)

DOCUMENT NO.: 9124-2

TEMPORARY CONSTRUCTION EASEMENT

CITY OF SUNNYVALE, a municipal corporation, hereinafter referred to as "Grantor," do(es) hereby grant, convey and dedicate to the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature, hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of Sunnyvale, County of Santa Clara, State of California, described as APN: 205-49-001; and more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

This temporary construction easement is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in "Exhibit A" attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the easement.
2. This easement is necessary for the purpose of constructing the Wolfe Road Recycled Water Facilities Project and related activities incident to construction. This easement is for a period of twenty-four (24) months, to commence upon one (1) month advance written notice from Grantee to Grantor, and shall terminate twenty-five (25) months thereafter. At no cost to the Grantee, Grantee shall also have the right to enter upon Grantor's retained property, where necessary, to reconstruct or perform any warranty or conformance works after the expiration of the temporary construction easement and any extension thereto.
3. Grantee agrees to use all reasonable efforts to keep the roadway covered by this easement open to traffic and to not interfere with Grantor's use of site. Grantee will keep area covered by the easement clean and remove all debris related to its construction.
4. Grantee agrees to indemnify and hold harmless Grantor from and against any and all claims, damages, liabilities, costs or any expenses whatsoever, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for purposes granted herein.

5. In the event Grantee occupies the temporary easement area beyond the specified time period for reasonable construction purposes, Grantee shall request an extension from Grantor in writing, and Grantor shall reasonably grant such request in writing without receipt of any consideration.

Dated this day of , 2016

CITY OF SUNNYVALE, a municipal
corporation

By: _____
Deanna J. Santana, City Manager

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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 } SS

On this ____ day of _____, in the year 20__, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

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.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

Signer is Representing (Name of Person[s] or Entity[ies])

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

EXHIBIT A

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway
San Jose, CA 95118

Original By: CLM
Date: 11/18/2015

Revised By:
Revision Date:

PROJECT: WOLFE ROAD RECYCLED WATER
PROPERTY: CITY OF SUNNYVALE

APN: 205-49-001
RESU File No.: 9124-1

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL 3 AS SHOWN IN BOOK 105 OF MAPS, PAGE 17, RECORDED AS DOCUMENT NUMBER 1606862, SANTA CLARA COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS THE NORTHEASTERLY CORNER OF SAID PARCEL 3, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3 NORTH 75°27'41" WEST, 71.25 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3 NORTH 75°27'41" WEST, 155.34 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3;
THENCE ALONG THE WEST LINE OF PARCEL 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH WOLFE ROAD, SOUTH 00°45'00" WEST, 200.05 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3;
THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3 SOUTH 75°27'39" EAST, 76.47 FEET TO THE EAST LINE OF THAT CERTAIN 10 FOOT WIDE EASEMENT RECORDED AS DOCUMENT NUMBER 6447846, SANTA CLARA COUNTY OFFICIAL RECORDS;
THENCE ALONG SAID EAST LINE NORTH 00°20'44" EAST, 120.40 FEET;
THENCE LEAVING SAID EAST LINE SOUTH 89°55'47" EAST, 35.94 FEET;
THENCE SOUTH 74°36'57" EAST, 99.04 FEET;
THENCE NORTH 14°52'13" EAST, 25.00 FEET;
THENCE NORTH 74°36'57" WEST, 22.00 FEET;
THENCE SOUTH 14°52'13" WEST, 9.53 FEET;
THENCE NORTH 75°15'41" WEST, 67.97 FEET;
THENCE NORTH 11°07'19" EAST, 29.09 FEET;
THENCE SOUTH 75°15'41" EAST, 19.99 FEET;
THENCE NORTH 11°08'03" EAST, 25.08 FEET TO THE POINT OF BEGINNING.

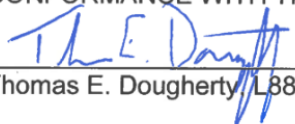
CONTAINING 0.47 ACRES, MORE OR LESS.

BASIS OF BEARING:

BEARINGS AND DISTANCES HEREIN ARE BASED ON FOUND MONUMENTS ALONG THE CENTERLINE OF SAN LUCAR COURT AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 513 OF MAPS AT PAGE 40, SANTA CLARA COUNTY OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN
CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.

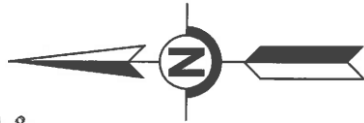


Thomas E. Dougherty L8819

11/18/15

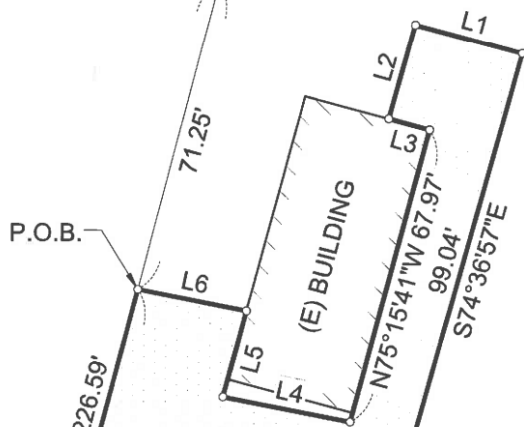
Date

STEPHENS &
STEPHENS KIFER
RD., LLC.
DOC. 19099761
PARCEL B
513 MAPS 40
APN 205-49-011



| Line Table | | |
|------------|-------------|--------|
| Line # | Direction | Length |
| L1 | N14°52'13"E | 25.00' |
| L2 | N74°36'57"W | 22.00' |
| L3 | S14°52'13"W | 9.53' |
| L4 | N11°07'19"E | 29.09' |
| L5 | S75°15'41"E | 19.99' |
| L6 | N11°08'03"E | 25.08' |

P.O.C. FND. 3/4" I.P.
W/NAIL; NO TAG
DOWN 1'



CITY OF SUNNYVALE
DOC. 1606862
PARCEL 3
105 MAPS 17
APN 205-49-001

10.00' WIDE P.G.&E.
UTILITY EASEMENT
DOC. 6447846

N00°20'44"E 120.40'

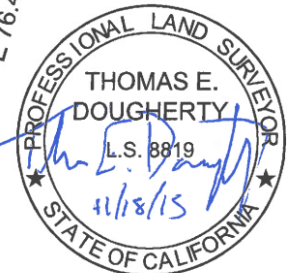
AREA:
0.47 ACRES

EAST RIGHT-OF-WAY LINE OF
NORTH WOLFE ROAD

N. WOLFE ROAD

S00°45'00"W 200.05'

S.B.E. 872-43-(02)17L PCL. 26
SOUTHERN PACIFIC
TRANSPORTATION CO.
PENINSULA CORRIDOR
JOINT POWERS BOARD



Santa Clara Valley Water District



SCALE: 1" = 40'

| | |
|------------------|---------------|
| PROJ. NO. | 2016_048 |
| FILE NO. | 9124-1 |
| APN | 205-49-001 |
| TITLE REPORT NO. | 0616012057-RR |
| DRAWN | CLM |
| DATE | 11/17/2015 |

| REV. | BY | DATE | DESCRIPTION |
|------|----|------|-------------|
| 1 | | | |
| 2 | | | |



City of Sunnyvale

Agenda Item

15-0383

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Introduce an Ordinance Amending Chapter 9.28 (Regulation of Smoking) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code to Prohibit Smoking in All Outdoor Dining Areas, Near Doorways and Other Openings to Retail and Commercial Businesses, and in All Units and Common Areas of Multi-Family Residences; Finding of CEQA Exemption Pursuant to Guideline Section 15061(b)(3) (Study Issue)

BACKGROUND

In January 2015, City Council directed staff to study options to prohibit smoking in multi-family housing common areas and in units (Study Issue DPS 15-01). This study issue was combined with a previous study issue to expand smoking regulations near entrances to businesses and in outdoor dining areas (Study Issue OCA 14-03(b)). Portion (a) of OCA 14-03 was completed on March 18, 2014, with the adoption of an ordinance amendment banning electronic cigarettes anywhere smoking is prohibited.

In Spring 2015, the City was awarded a \$95,000 grant from the Santa Clara County Department of Public Health to support this study by examining ways to reduce or eliminate exposure to the harmful effects of secondhand smoke in three areas:

1. Outdoor dining;
2. Within a specified distance of business entryways; and
3. In all units and common areas of multi-family residences.

Staff selected Leslie Zellers, JD (consultant) to conduct the study based on her extensive experience with local ordinances regulating the sale, use, and marketing of tobacco products. The primary objectives of the study were to 1) review options to regulate smoking in the identified areas; 2) gather public input on proposals to increase smokefree areas through community meetings and surveys; and 3) review and compare how other California cities have regulated these issues.

To gather public input on the proposals to create smokefree areas, staff conducted two online surveys through Sunnyvale Open City Hall. More than 500 people who live, work, or visit the City responded to the surveys. The consultant and staff also hosted a total of six public outreach meetings to receive public input on the proposals.

The purpose of this report is to summarize the key findings and policy options in the Smokefree Areas Consultant Report (Attachment 1) and, if the Council agrees with the staff recommendations, introduce amendments to the City's existing smoking ordinance (Sunnyvale Municipal Code Chapter 9.28) to address the three study areas.

EXISTING POLICY

General Plan

Goal EM-11 Improved Air Quality (Chapter 7: Environmental Management): Improve Sunnyvale's air quality and reduce the exposure of its citizens to air pollutants.

Policy cc-4.2 (Chapter 4: Community Character - Heritage Preservation): Maintain beautiful and comfortable outdoor public places which provide a shared sense of ownership and belonging for Sunnyvale residents, business owners, and visitors.

Goal HE-2 Enhanced Housing Conditions and Affordability (Chapter 5: Housing): Maintain and enhance the conditions and affordability of existing housing in Sunnyvale.

Goal SN-1 Acceptable Levels of Risk for Natural and Human-Caused Hazards (Chapter 6: Safety and Noise): Ensure that natural and human-caused hazards are recognized and considered in decisions affecting the community and that land uses reflect acceptable levels of risk based on identified hazards and occupancy.

Council Policy 3.2.4 Zero Waste: It is the policy of the City of Sunnyvale that the City will work to: 1. Reduce that amount of Sunnyvale waste being disposed.

Council Policy 5.1 Long-term Advocacy Positions - Socio-Economic: Support legislation and community-based efforts that improve the quality of life for children and families through increased access to educational support, health care, housing, emancipation transition services for foster youth, and vocational training programs.

ENVIRONMENTAL REVIEW

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

DISCUSSION

As presented in the Smokefree Areas Consultant Report (Attachment 1), some of the key findings of the study are:

- Smoking remains the leading cause of preventable death in the United States. Additionally, secondhand smoke is dangerous for both children and adults. According to the Centers for Disease Control, the only way to fully protect nonsmokers is to eliminate smoking in all homes, worksites, and public places.
- Although Sunnyvale has expanded protections against exposure to secondhand smoke, such as in parks, the City has fallen behind other areas in laws to require smokefree air. In 2015, the City received a "D" grade from the American Lung Association's State of Tobacco Control report.
- Nearly 90% of the people who responded to the Sunnyvale Open City Hall survey favor smokefree outdoor dining and around business entryways. More than 100 California municipalities have adopted laws to restrict smoking in these areas.
- An overwhelming majority of survey respondents favor requiring outdoor common areas (82%) and outdoor areas (84%) around multi-family housing (e.g., balconies) to be smokefree. Such laws are increasingly common in other areas in order to protect residents from unwanted exposure to secondhand smoke.
- A majority of survey respondents (59%) favor prohibiting smoking within units of multi-family

housing, e.g., apartments, duplexes, condominiums, townhomes. A number of other California communities have prohibited smoking in multi-family housing and these communities have reported very few complaints.

The consultant report also identifies three primary areas for policy consideration to reduce or eliminate exposure to the harmful effects of secondhand smoke.

1. **Require 100% smokefree outdoor dining, including bars, restaurants, and cafes.** Based on the Open City Hall survey, nearly 90% of respondents favor smokefree outdoor dining, with many reporting that they currently avoid outdoor dining because of the smoking. Social norms have changed dramatically since 1986 when the City adopted a requirement that at least 60% of outdoor dining areas be reserved for non-smokers. Additionally, more information is now known on the dangers of secondhand smoke exposure.
2. **Require a 25 foot smokefree buffer zone around the entryways, exits, and windows of all locations where smoking is prohibited, including businesses, offices, grocery stores, restaurants, bars, places of worship, etc.** There are currently no requirements for smokefree entryways for non-government buildings. Survey respondents overwhelmingly (89%) prefer a smokefree buffer zone around businesses and other public locations in order to avoid having to pass through a cloud of smoke to enter or exit a building. The survey asked respondents if they would support a 20 foot buffer zone around buildings (the same distance required by state law around government buildings); however, a significant number of respondents suggested a larger buffer zone. Based on survey responses and on data showing how far secondhand smoke can travel outdoors, the consultant recommends a 25 foot buffer zone in order to better protect patrons and employees.
3. **Require smokefree multi-family housing (apartments, condominiums, townhomes, and duplexes), including:**
 - a. Smokefree common areas;
 - b. A 25 foot smokefree buffer zone around doors and windows; and
 - c. In individual units.

Prohibiting smoking in outdoor common areas and within 20 feet of multi-family housing units was supported by more than 80% of survey respondents, many of whom vividly described the discomfort and nuisance of living adjacent to a person who smokes. The consultant recommends a 25-foot buffer zone around multi-family housing units in order to be consistent with the proposed smokefree buffer zone around businesses. Prohibiting smoking inside multi-family housing units would protect residents, including low-income and other vulnerable residents, from harmful drifting secondhand smoke. This option was supported by a majority of survey respondents (59%) and is increasingly being adopted by other cities and by landlords who are responding to tenant complaints and concerns about fire risk and cleaning costs. To accommodate existing residents who smoke, housing complexes may be given the option of creating designated smoking areas if they meet specific criteria, e.g., are located a certain distance away from windows and doors.

An ordinance incorporating options 1-3 (Attachment 5) would create extensive protections against unwanted secondhand smoke. If such an ordinance is adopted, staff will conduct outreach to notify the general public and affected stakeholders (such as businesses, residents, and property owners/managers) of the approved changes. Additionally, the Department of Public Safety (DPS) will

partner with the Environmental Services Department (ESD) on strategies to reduce cigarette butt litter, which is an ongoing problem. In 2015, the Downtown Streets Team collected more than 83,000 cigarette butts in the downtown area.

Based on the survey results and on laws adopted by other California communities, the consultant also recommends creating additional smokefree public areas, which could include prominent shopping and commercial areas like Murphy Avenue, public events such as festivals and farmers markets, and service areas such as ATMs, transit stops, and similar places where people wait or congregate. Although there was general support from survey respondents for creating smoking restrictions for these types of outdoor areas and uses, the survey did not explicitly ask about banning smoking for these types of activities, so there is not comprehensive information on the level of public support for such proposals. The proposed ordinance does not regulate these areas/uses; however Council could direct staff to study these further.

FISCAL IMPACT

In general, new ordinances that impose additional restrictions have a corresponding impact on staff time related to outreach and enforcement efforts; however, staff anticipates minimal fiscal impact related to enforcement of the proposed amendments because other municipalities with similar restrictions have reported that these rules are largely self-enforcing and have generated minimal complaints. The proposed ordinance amendments also provide numerous options for enforcement. However, if the level of enforcement required exceeds the need anticipated at this time, staff may return to Council to seek additional funding to support enforcement.

As part of a public education strategy, if Council adopts the ordinance amendments, staff will conduct outreach to notify the general public and affected stakeholders of the approved changes. Outreach will be funded primarily by the existing \$95,000 grant. Additionally, DPS will partner with ESD on strategies to reduce cigarette butt litter (such as providing receptacles in dense commercial areas around Murphy Avenue).

Education and outreach on a prohibition on smoking in multi-family housing units would require the most extensive efforts and also would be paid for with grant funds. In addition to providing information on the ordinance requirements, resources would be provided to help residents and property owners comply with the ordinance, such as sample lease language, signage, and information about cessation services. If the smokefree multi-family housing restrictions are adopted, enforcement is expected to be complaint-driven. The County of Santa Clara and cities in San Mateo County that adopted similar laws have received very few complaints.

PUBLIC CONTACT

Staff created two online surveys through Sunnyvale Open City Hall asking for feedback on proposed smoking restrictions. The first survey, which was available from 8/19/15 - 9/14/15, was viewed by 910 people and completed by 349 people. The second survey was conducted to receive additional input on smokefree multi-family housing; it was sent specifically to owners of rental property in Sunnyvale and through a wide variety of other channels. The second survey was available from 12/18/15 - 1/6/16; it was viewed by 476 people and completed by 182 new respondents.

The consultant and staff also hosted six public outreach meetings at the Sunnyvale Community Center to receive public input on the proposals. A total of ten people attend the meetings; the low turnout could be attributed to a preference to complete the online survey. The first four meetings

(8/31/15 from 3-4 pm and 6-7 pm and 9/3/15 from 3-4 pm and 6-7 pm) focused on the proposals to create smokefree outdoor dining, smokefree entryways, and smokefree multi-family housing. The final two meetings (1/4/16 from 4-5 pm and 6-7 pm) focused solely on the proposals to create smokefree multi-family housing.

The consultant also conducted a telephone survey of 40 apartment complexes in the City with 100 units or more. Of the 25 complexes reached, 22 prohibit smoking in common areas and 16 prohibit smoking in units (covering approximately 3,725 units). Complexes that already prohibit smoking on the entire property would require few changes to comply with the ordinance, if adopted. Those without smoking policies would be required to prohibit smoking in all areas covered by the ordinance. The consultant's report further summarizes the extensive public outreach conducted for the study.

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

ALTERNATIVES

1. Find that the activity is exempt from environmental review pursuant to CEQA Guideline 15061(b)(3), and Introduce an Ordinance to amend the Sunnyvale Municipal Code (Title 9, Chapter 9.28) to prohibit smoking:
 - a. in all outdoor dining areas;
 - b. within 25 feet of doorways and windows of locations where smoking is prohibited;
 - c. in common areas of multi-family housing;
 - d. within 25 feet of doors and windows of multi-family housing; and
 - e. in all multi-family housing units.
2. Introduce a modified ordinance to prohibit smoking in different locations mentioned in Alternative 1.
3. Sponsor a Study Issue to conduct additional research on any of the proposed amendments or new amendments.
4. Do not introduce any of the proposed amendments.

STAFF RECOMMENDATION

Alternative 1: Find that the activity is exempt from environmental review pursuant to CEQA Guideline 15061(b)(3) and Introduce an Ordinance to amend the Sunnyvale Municipal Code (Title 9, Chapter 9.28) to prohibit smoking:

- a. in all outdoor dining areas;
- b. within 25 feet of doorways and windows of locations where smoking is prohibited;
- c. in common areas of multi-family housing;
- d. within 25 feet of doors and windows of multi-family housing; and
- e. in all multi-family housing units.

Staff recommends prohibiting smoking in each of the areas in the proposed ordinance. As demonstrated by the survey results, an overwhelming majority of residents and visitors support creating smokefree outdoor dining areas, entryways, multi-family housing common areas, and areas around multi-family housing. These measures would protect residents, employees, and visitors from harmful exposure to secondhand smoke and would demonstrate the City's commitment to protecting the health of its community. These amendments would keep pace with neighboring cities in Santa

Clara and San Mateo Counties and raise the City's "grade" on smokefree air protections. Staff also recommends an exception to the smokefree outdoor dining restriction for up to two years for two restaurants (same owner) with existing use permits for hookah.

Staff recommends prohibiting smoking within 100% of multi-family housing units, including apartments, condominiums, townhomes, and duplexes. In order to accommodate people who smoke and to help address cigarette butt litter, staff recommends allowing property owners the option to create a designated smoking area that meets certain conditions, e.g., at least 25 feet from areas where smoking is prohibited and providing receptacles for cigarette butt litter. Prohibiting smoking in multi-family units will provide an opportunity for everyone in Sunnyvale to live smokefree, including the City's most vulnerable populations.

Prepared by: Christy Gunvalsen, Neighborhood Preservation Manager

Reviewed by: Frank J. Grgurina, Director, Public Safety

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Smokefree Areas Consultant Report
2. Study Issue DPS 15-01
3. Study Issue OCA 14-03(b)
4. Study Issue OCA 14-03C(b) Status Report
5. Draft Ordinance Chapter 9.28. REGULATION OF SMOKING

ATTACHMENT 1

Study of Proposals to Create Smokefree Outdoor Dining, Smokefree Entryways, and Smokefree Multi-family Housing

Report to the City Council

City of Sunnyvale

**Leslie K. Zellers, JD
Independent Consultant
Health Policy and Law**

February 9, 2016

Leslie K. Zellers, JD
Consultant
Health Policy and Law
Oakland, CA 94609

February 9, 2016

Mayor Jim Griffith
Members of the City Council
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94088

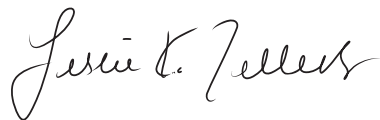
Dear Mayor Griffith and Members of the City Council,

I am pleased to present this “Study of Proposals to Create Smokefree Outdoor Dining, Smokefree Entryways, and Smokefree Multi-family Housing.” This report was prepared pursuant to City Council Study Issues DPS 15-01 and OCA 14-03(b).

I am an attorney with more than 20 years of experience in public health. I work to advance health and wellbeing through legal and policy work for nonprofit and government agencies. My primary area of expertise is tobacco control. For 15 years I directed tobacco control policy work at ChangeLab Solutions, a nonprofit organization that works to create environments where healthy options and lifestyles are available to all residents. In this role I helped dozens of California communities adopt laws to create smokefree areas or regulate how tobacco products are sold. I currently provide services to organizations such as the Alameda County Tobacco Control Program and the Campaign for Tobacco-Free Kids.

Thank you for providing me with the opportunity to conduct this study for the City Council of the City of Sunnyvale.

Sincerely,

A handwritten signature in cursive script that reads "Leslie K. Zellers".

Leslie K. Zellers

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Report Summary

In response to Council Study Issues DPS 15-01 and OCA 14-03(b), I have conducted a study to examine ways to reduce or eliminate exposure to the harmful effects of secondhand smoke in three areas:

1. Outdoor dining;
2. Within a specified distance of building entryways; and
3. In all units and common areas of multi-family residences.

As part of this study I partnered with city staff to conduct extensive public outreach on the issue, including two online surveys which received more than 500 responses. Nearly 90% of survey respondents favor restricting smoking in outdoor dining areas and business entryways. More than 80% of respondents support prohibiting smoking in multi-family housing common areas and near doors and windows of multi-family housing. A majority of respondents (59%) also favor prohibiting smoking inside all multi-family units, including apartments and condominiums.

Based on my research, I offer the policy options listed below for consideration by the City Council. These options are based on current best practices to protect the public health from exposure to harmful secondhand smoke; input from individuals who work in, live in, or visit Sunnyvale; and a review of how other jurisdictions in California have regulated this area.

1. **Require 100% smokefree outdoor dining**, including bars, restaurants, and cafes.
2. **Require a 25 foot smokefree buffer zone** around the entryways of all locations where smoking is prohibited, including businesses, offices, grocery stores, restaurants, bars, places of worship, etc.
3. **Require smokefree multi-family housing** (apartments, condominiums, townhomes, and duplexes), including:
 - a. Smokefree outdoor common areas;
 - b. A 25 foot smokefree buffer zone around doors and windows of multi-family housing; and
 - c. in 100% of units in multi-family housing.
4. **Require smokefree public areas**, including Murphy Ave., public events, and transit stops.

Background

The dangers of tobacco use and exposure to secondhand smoke are well documented. More than 480,000 people die each year from smoking-related diseases, making tobacco use the

nation's leading cause of preventable death.¹ The U.S. Surgeon General has concluded that there is no safe level of exposure to secondhand smoke and the California Air Resources Board has classified secondhand smoke as a toxic air contaminant.² Secondhand smoke is responsible for an estimated 41,000 heart disease-related and lung cancer deaths each year.³ According to the Centers for Disease Control, the only way to fully protect nonsmokers is to eliminate smoking in all homes, worksites, and public places.

Studies have shown that exposure to secondhand smoke outdoors can reach levels attained indoors depending on the amount of wind and number and proximity of smokers.⁴ Additionally, residents of multi-family housing can be exposed to neighbors' secondhand smoke, which seeps under doorways, through wall cracks, and vents.⁵

California is a national leader in protecting people from unwanted exposure to secondhand smoke. State law prohibits smoking in most indoor areas, as well as within 20 feet of entrances and exits to government buildings.⁶ The City of Sunnyvale has expanded these protections by prohibiting smoking in parks (with the exception of public golf courses), prohibiting smoking in 60% of outdoor eating areas, and including electronic smoking devices within the definition of "smoking".⁷

Despite existing laws, an increasing number of residents are asking for smokefree air in outdoor areas and where they live. Not only does prohibiting smoking in such locations decrease exposure to harmful secondhand smoke, it also decreases fire risk and reduces the amount of cigarette butt litter.

In recent years, Sunnyvale has fallen behind other cities in adopting laws that are more restrictive than the state law to protect people from secondhand smoke exposure. In 2015, Sunnyvale received a "D" grade from the American Lung Association's State of Tobacco Control report.⁸ The grade for smokefree outdoor air laws was a "C" and smokefree housing was an "F".

A more lenient grading system is used by the Community's Health Tobacco Report Card, which is sponsored by the Tobacco-Free Coalition of Santa Clara County and other partners. Sunnyvale received a "B" grade on this report card for 2013 -2014.⁹

City Council Direction

In January 2015, after receiving complaints from residents, the City Council directed staff to study options to prohibit smoking in multi-family housing common areas and in individual units (Study Issue DPS 15-01). This study issue was combined with a previous study issue to expand smoking regulations near entrances to commercial businesses and in outdoor dining areas (Study Issue OCA 14-03(b)). This study issue was initiated in response to complaints from merchants about smoke drifting into their businesses.

The City was awarded a \$95,000 grant from the Santa Clara County Department of Public Health in Spring 2015 to support this study. The grant funds a review of ways to reduce or eliminate exposure to the harmful effects of secondhand smoke in outdoor dining areas; within a specified distance of business entryways; and in all units and common areas of multi-family residences.

Public Input

The Department of Public Safety conducted two online surveys through Sunnyvale Open City Hall asking for feedback on proposed smoking restrictions. (See Appendices A, C, and D.) More than 500 people responded to the two surveys. The first survey, which was available from 8/19/15 – 9/14/15, was viewed by 910 people and completed by 349 people. The second survey was conducted to receive additional input on smokefree multi-family housing. This survey was viewed by 476 people and completed by 182 new respondents between 12/18/15 - 1/6/16.

In the first survey, 71% of the 349 survey respondents reported that they live in a single family home in Sunnyvale, 25% live in an apartment, duplex, condominium or townhouse in Sunnyvale; 12% work in Sunnyvale; and 5% own or operate a business in Sunnyvale (numbers add up to more than 100% as multiple options could be selected). Ninety-three percent of survey respondents reported that they do not smoke; 3% reported that they smoke; and 4% chose not to answer.

For the second survey, a concerted effort was made to reach residents and owners/managers of multi-family housing in Sunnyvale. This survey repeated the three questions from the first survey about whether smoking should be prohibited in multi-family housing. In the second survey, 53% of the 182 respondents reported that they live in an apartment, condominium, townhouse, or duplex; 30% live in a single-family home; 14% own or manage multi-family rental property; and 7% selected “other”.

Nearly 90% of survey respondents support proposals to require smokefree outdoor dining and smokefree entryways. More than 80% of respondents support smokefree multi-family common areas (82%) and smokefree areas around multi-family housing (84%). A majority of respondents (59%) support requiring individual units in multi-family housing to be non-smoking.

More than 3,000 people were notified about the first survey and public outreach meetings via email or through the following channels:

- City of Sunnyvale website (as a featured news item)
- City of Sunnyvale Facebook page
- Nextdoor
- Nixle

- City of Sunnyvale Open City Hall website
- Sunnyvale neighborhood associations
- Sunnyvale Downtown Association
- Sunnyvale Chamber of Commerce
- Sunnyvale businesses (through the Sunnyvale Economic Development Division)
- Tri-County Division of the California Apartment Association
- Silicon Valley Association of Realtors (SILVAR)
- Santa Clara County Department of Public Health
- Sunnyvale Homeowners' Association officers (where email addresses were available)
- Sunnyvale subsidized housing (where email addresses were available)

The second survey was aimed at residents and owners/managers of multi-family housing. Information about the survey was sent to:

- Property management companies that do business in Sunnyvale (38)
- Owners of rental property in Sunnyvale with 3 or more units (637)
- Affordable housing providers in Sunnyvale
- City of Sunnyvale Facebook page
- Nextdoor
- Nixle
- City of Sunnyvale Open City Hall website
- Sunnyvale neighborhood associations
- Tri-County Division of the California Apartment Association
- Silicon Valley Association of Realtors (SILVAR)
- Santa Clara County Department of Public Health

The Department of Public Safety hosted a total of six public outreach meetings to receive public input on the proposals. The meetings were advertised through the same methods as the online survey. The first four meetings solicited input on all topics being considered by the study: 8/31/15 from 3-4 pm and 6-7 pm; 9/3/15 from 3-4 pm and 6-7 pm. Although few people attended the meetings, everyone who did attend was in support of the proposals.

The final two meetings (1/4/16 from 4-5 pm and 6-7 pm) focused solely on the proposals to create smokefree multi-family housing. These meetings were attended by two owners of apartment complexes in Sunnyvale and the president of a Homeowners' Association. The attendees were mostly in favor of smokefree multi-family housing. However, some raised questions about enforcement of such a law.

I also conducted a phone survey of 40 apartment complexes in the City with 100 or more units. Of the 25 complexes reached, 22 reported that they have a policy to prohibit smoking in common areas and 16 have a policy to prohibit smoking inside units (covering approximately 3,725 units).

Policy Options

As directed by the Study Issues, I researched options to expand Sunnyvale's smoking laws and offer the policy options listed below for consideration by the City Council. These options are based on current best practices to protect the public health from exposure to harmful secondhand smoke; input from individuals who Sunnyvale work in, live in, or visit Sunnyvale; and a review of how other jurisdictions in California have regulated these areas.

1. **Require 100% smokefree outdoor dining**, including bars, restaurants, and cafes.
2. **Require a 25 foot smokefree buffer zone** around the entryways of all locations where smoking is prohibited, including businesses, offices, grocery stores, restaurants, bars, places of worship, etc.
3. **Require smokefree multi-family housing** (apartments, condominiums, townhomes, and duplexes), including:
 - a. Smokefree common areas;
 - b. A 25 foot smokefree buffer zone around doors and windows of multi-family housing; and
 - c. in 100% of units in multi-family housing.
4. **Require smokefree public areas**, including Murphy Ave., public events, and transit stops.

These options are discussed in more detail below.

1. Smokefree Outdoor Dining

Currently Sunnyvale requires 60% of outdoor eating areas to be smokefree. In order to protect customers and the general public from exposure to secondhand smoke, the City Council could require 100% smokefree outdoor dining areas, including restaurants, bars, and cafes.

Prohibiting smoking in outdoor dining areas not only would protect public health, it would also respond to public demand and potentially increase business for such establishments by nonsmokers who are currently avoiding outdoor eating areas that allow smoking.

In March 2012, City staff recommended a complete ban on smoking in outdoor eating areas, which was not approved by the City Council. However, the Council asked to revisit the issue of prohibiting smoking in outdoor dining areas on March 18, 2014, as part of the OCA 14-03(b) study issue.

As of March 2014, 73 municipalities in California have adopted laws to prohibit smoking in all outdoor dining areas, according to the American Lung Association's Center for Tobacco Policy and Organizing,¹⁰ and many others are currently considering it. In Santa Clara County, seven communities completely prohibit smoking in outdoor dining areas: Campbell, Cupertino, Los Gatos, Mountain View, Palo Alto, San Jose, and Santa Clara County. (See Appendix B). Many individual restaurants and cafes (such as Starbucks) have adopted a policy prohibiting smoking in outdoor patios.

In the online survey, an overwhelming 88% of respondents believe smoking should be prohibited in outdoor dining areas where food or beverages are served, e.g., restaurant and bar patios. Support for this measure increases to 95% based on responses from individuals who work in the City of Sunnyvale. (See Appendices A and C for the complete survey results.) Some of the comments from survey respondents include:

- I avoid eating outside at some restaurants due to the smoking.
- Non smokers should feel free to sit outside in clean air.
- Definitely. We choose restaurants on Murphy Street less often because we have been forced to breathe second-hand smoke while eating outside.
- I'm shocked this isn't already prohibited. The City has a nice selection of outdoor eating places, which add real value to the dining experience, and they are ruined when even one person smokes in those locations.
- I often walk with my newborn in downtown Sunnyvale. We cannot eat/sit in outdoor dining places because there are always people smoking there.
- It's horrible that people have to walk through a cloud of cigarette smoke in order to enter or exit a restaurant. It's bad for people to have to just walk past the haze of smoke on sidewalks where people congregate to smoke!

The few survey respondents who opposed a complete ban on smoking in outdoor dining suggested that the decision be left up to individual businesses or that bar patios be excluded.

There are 288 restaurants in Sunnyvale and 58 have been approved for outdoor dining. It is unknown how many restaurants currently allow smoking in outdoor dining areas.

2. Smokefree Entryways

The City Council has received complaints from business operators about smoke drifting into their businesses, requiring them to close their doors or endure the impact and odor of smoke. Study Issue OCA 14-03(b) asked for information on whether to expand smoking regulations near entrances to commercial businesses.

California law prohibits smoking within 20 feet of entrances, exits, or operable windows of government buildings. Many communities have adopted local laws creating smokefree buffer zones around non-government buildings, such as restaurants and shops.

According to the American Lung Association's Center for Tobacco Policy and Organizing, 90 municipalities in California have adopted laws to prohibit smoking within 20 feet or more from the entryways of all buildings as of March 2014.¹¹ In Santa Clara County, six communities prohibit smoking within 20 feet or more of non-government building entryways: Campbell (20 feet), Cupertino (25 feet), Morgan Hill (25 feet) Mountain View (25 feet), Palo Alto (25 feet), and Santa Clara County (30 feet). (See Appendix B).

In the online survey, an overwhelming 89% of respondents believe that smoking should be prohibited within 20 feet of the entrances, exits, and windows to buildings where smoking is prohibited. This number increases to 100% when viewing responses from individuals who work in the City of Sunnyvale.

Additionally, a number of survey respondents asked for a larger buffer zone, such as 50 or 100 feet, or encouraged the city to prohibit smoking entirely in commercial areas with multiple businesses such as Murphy Ave. Respondents cited the impact of wind on secondhand smoke and the difficulty in determining how far 20 feet extends. Additionally, research has shown that a person may have to move nearly 23 feet away from the source of the smoke to be completely free from exposure to secondhand smoke in outdoor areas.¹² For these reasons, the policy recommendation in this area is to prohibit smoking within 25 feet of business entrances, exits, and windows rather than the 20 feet queried in the online survey.

Some of the comments from survey respondents include:

- Part of my job involves field work in commercial areas. I do not think I should have to be exposed to a known carcinogen in the course of my duties.
- It is hard to walk in downtown Sunnyvale with kids because tons of people smoke right in front of the restaurants and where pedestrians walk. Why do we need to breathe the smoke?
- Those of us who do not smoke should be able to safely get in and out of a non-smoking building.
- Yes, for non-smokers, it's offensive to walk out of a building into a cloud of smoke. Especially problematic with kids as you want to avoid exposure for them, if smokers are right outside an entrance, there's no way to avoid them.

The few survey respondents who opposed smokefree entryways suggested that the decision be left up to individual businesses or that designated smoking areas be created.

3. Smokefree Multi-family Housing

In response to complaints from residents of multi-family housing who are negatively impacted by neighbors who smoke, the City Council asked for a study of the possibility of creating smokefree common areas and units in multi-family housing. (Study Issue 15-01). For purposes of this study, multi-family housing is defined to include includes apartments, condominiums, townhomes, duplexes, four-plexes, etc.

In order to protect residents of multi-family housing from the negative effects of drifting secondhand smoke, the City Council could consider:

- a. Prohibiting smoking in multi-family **common areas**, such as walkways, courtyards, and pool areas (with an option for a designated outdoor smoking area that meets certain criteria);
- b. Prohibiting smoking in outdoor areas **within 25 feet** from the doors and windows of multi-family housing units; and
- c. Prohibiting smoking **in individual units**, including patios and balconies, of multi-family housing.

Based on data from the Santa Clara County Department of Public Health, 42% of the Sunnyvale population lives in multi-unit housing, compared with 27% for all of Santa Clara County.¹³ Close to one-third (29%) of adults who live in multi-unit housing in Santa Clara County reported smelling tobacco smoke drifting into their home in the previous week.¹⁴ The rate of secondhand smoke exposure was even higher among Latino adults living in multi-unit housing (39%), those with less than a high school diploma (38%), and adults with household incomes less than \$15,000 (36%).¹⁵ Several studies on drifting secondhand smoke in multi-unit housing have confirmed that secondhand smoke can and does transfer between units, creeping under doorways and through wall cracks.¹⁶ Because people spend a considerable amount of time at home, smoke-free policies in residential settings can significantly protect residents from second-hand smoke.

Multiple surveys show an increased demand for smokefree housing. In a survey conducted by Santa Clara County, 96% of Santa Clara County apartment residents believe that smokers should not be allowed to smoke wherever they want; and 84% of Santa Clara County apartment residents surveyed said that they would support a no-smoking policy at their multi-unit housing complex.¹⁷ According to a poll conducted by the American Lung Association, nearly half of California apartment owners and managers have had tenants complain about secondhand smoke drifting into their apartments.¹⁸

Increasingly, landlords are choosing to adopt smoking restrictions in properties they own or manage for a number of reasons, including: (1) to reduce cleaning costs from a unit with a smoker; (2) to lower the fire risk and related insurance costs; and (3) in response to tenant

demand. The California Apartment Association's sample lease form contains a provision indicating that smoking is prohibited everywhere on the property, unless the owner has adopted a different policy.

Some communities considering a smokefree multi-family housing ordinance have questioned how such a law will impact people who smoke. Currently, only 10% of adults in Santa Clara County smoke, which is half the national average of 20%.¹⁹ Additionally, people who smoke are not required to quit smoking in order to live in multi-family housing that is designated nonsmoking. The law would only require them to smoke elsewhere. Currently two-thirds (65%) of adults voluntarily choose to completely prohibit smoking in or around their home in Santa Clara County.²⁰

Given that many current smokers would like to quit, a restriction on smoking in multi-family housing may provide an additional incentive. If the ordinance is adopted, city staff could provide residents with information on cessation resources.

Additionally, a number of communities allow multi-family properties the option of creating a designated smoking area, so long as it meets certain criteria (e.g., a certain distance away from units or children's play areas). Such an area would allow tenants a place to smoke and to dispose of their cigarette litter.

a. Common Areas

Under California law, indoor common areas of multi-family housing are required to be smokefree if any employees enter the premises. However, there is no law prohibiting smoking in outdoor common areas in the City of Sunnyvale, such as walkways, courtyards, playgrounds, and pool areas.

In California, 68 jurisdictions have adopted laws to require smokefree outdoor common areas in multi-family housing,²¹ including two in Santa Clara County (San Jose and the County) and six in San Mateo County (Belmont, Burlingame, Daly City, Foster City, Menlo Park, and San Mateo County). (See Appendix B.) Although prohibiting smoking in common areas is appealing as a first step in limiting exposure to secondhand smoke in multi-family housing, many communities found that such restrictions had the unanticipated consequence of driving smokers back inside their unit—or on their balcony or patio—to smoke, all of which negatively affects neighboring tenants. As a result, communities are increasingly pairing smokefree common area laws with a prohibition on smoking inside of units.

In the two online surveys, 82% of respondents believe smoking should be prohibited in outdoor common areas of multi-family housing. Some of the comments from survey respondents include:

- If you live in multi-family housing, why should you have to inhale second hand smoke?
- No one should have to be exposed to known carcinogens against their will.
- I have lived in multi-family housing and could always smell second-hand smoke through the vents and in the common areas. Second-hand smoke negatively affects pregnant women and their babies, children and the elderly disproportionately. Not only are health costs driven up due to the exposure, it is wrong to force anyone to be exposed to a hazard.
- Especially with the current housing market, people who are bothered by smoke can't simply leave.
- Smoking is unhealthy for everyone (smokers and non-smokers), I know because I was a smoker and I developed COPD as well as Sleep Apnea. People who live a healthy life should not be banned from enjoying outdoor activities because of smokers. If smokers want to continue living an unhealthy life by smoking, then they should be banned from common areas. They are only polluting the air space that others also use. Smoke lingers on and even when you walk past smokers, the smoke falls on your hair and clothes. You take that back into your own home with you.

The small number of people who opposed a restriction on smoking in common areas suggested that the decision be left up to individual landlords or developments; commented that smokers have rights and should be allowed some place to smoke; and wondered how such a provision would be enforced.

b. Buffer Zones

As with commercial buildings, many people are exposed to secondhand smoke from neighbors who smoke outside their unit near the doorway or on a patio or balcony. This policy option would prohibit smoking in outdoor areas within 25 feet from any area of multi-family housing that is required to be smokefree. Twenty-five feet is suggested rather than 20 feet in order to provide additional protections to residents and to be consistent with the distance recommendation outside other buildings.

In the two online surveys, 84% of respondents believe smoking should be prohibited within 20 feet from doors and windows of multi-family housing, with many respondents asking for a larger buffer zone of 50 or 100 feet. Some of the comments from survey respondents include:

- I often have to close my window because my neighbor smokes in his balcony.
- I pray that a law is passed to prohibit smoking in apartment communities. I have lived in my apt. community for over 10 years and smokers smoking on their balconies is a big problem. The smoke comes into my apartment and it is so unfair because I have my windows open on a hot day or I just want to air out my place and am forced to breath in the cancer causing smoke.

- Absolutely as this is where people personally live. Just like the questions about 20 ft from businesses et al, smoking needs to be kept as far away as possible and limit all incidents of drift or incursion as housing is the most personal of space. People should be comfortable and healthy in their own home space.
- Smoking should be prohibited in EVERY situation where second hand smoke enters any place where any person can not escape from. Such as smoke entering through a window, air conditioning vents, even a closed door. A person can't even sleep during HOT summer nights with their window open because the second hand smoke from adjacent neighbors is MISERABLE!!!! Headaches, sore throat, coughing, etc.
- I'm VERY strongly in favor of banning smoking within 20 feet from doors and windows! We are homeowners at Sunnyvale Meadows on Reed Ave. Our next door neighbors smoke and it is incredibly stressful when second hand smoke comes into your bedroom window at night. We have nowhere to go, and on hot nights we have to breathe this foul-smelling cigarette smoke. We have lots of children here and some people with asthma. It is completely unfair to them to be trapped in their homes. And unfortunately our HOA does not do their part in preventing this (they just want the city to handle it).
- Yes, yes, yes, please pass this law. It is a huge difference when someone smokes outside our complex vs inside the common area. Kids are everywhere and I have seen the smokers drop their cigarette butts, still lit, on the ground. It's a safety and fire hazard.
- This will really help with the kids, I have a neighbor who just smokes outside of his door and all smoke travel through our windows.
- Yes, many multi-family housing units are home to low-income children. Smoke can make its way in through windows and doors especially when they need to keep them open during the summer heat.
- I'm a homeowner who lives in a Sunnyvale Homeowner's Association. My next-door neighbors frequently smoke outdoors in their fenced patio, which is designated as an "exclusive-use common-area." The wind hits our building in such a way that any smoke near our window is immediately sucked into our unit. Our windows are 10 feet away from their cigarette, and words can't convey how sick, trapped and powerless we feel each time this happens. I have complained to the homeowner's association directors, who informed me that no action can be taken without a city ordinance. I strongly urge the City of Sunnyvale to pass an ordinance prohibiting this behavior. Smokers should be free to make decisions about their own health, but they do not have the right to impose a toxic atmosphere on my family in my own home.
- The whole complex should be 100% smoke-free!

The few survey respondents who opposed such a restriction commented that such a provision may be unworkable if it covers the whole complex; requested that private patios be excluded; asked for designated smoking areas; or encouraged that such a decision be left up to each development.

c. Individual Units

Beginning with Belmont in 2007, 38 California jurisdictions have required smokefree multi-family housing within a certain percentage of units or in all units. According to the Center for Tobacco Policy and Organizing, all of the ordinances adopted in California since October 2012 that prohibit smoking in multi-family housing units apply to 100% of such units.²² The U.S. Department of Housing and Urban Development recently proposed a rule to require all public housing to prohibit smoking indoors and within 25 feet of buildings.²³

In Santa Clara County, currently only the County prohibits smoking in multi-family housing units, requiring 100% of units to be smokefree. Palo Alto is considering restricting smoking in multi-family housing after conducting a survey showing that 90% of respondents were in favor of smoking restrictions in multi-family housing.²⁴ Additionally, the Housing Authority of Santa Clara County prohibits smoking at all of their properties. In neighboring San Mateo County, four cities—Belmont, Burlingame, Daly City, Foster City—and the County prohibit smoking within 100% of multi-family housing units. (See Appendix B for more information.)

A minority of the California laws that regulate smoking in individual units require only a portion of such units to be smokefree (e.g., 75% or 80%).²⁵ In some cases these laws have different restrictions for new housing than for existing housing. For example, Sausalito requires 100% of new multi-family housing units to be smokefree but only 80% of existing multi-family housing units.

However, ordinances that prohibit smoking in only a portion of the units are problematic for a number of reasons. A significant disadvantage of such ordinances is that residents whose units border smoking units are not protected from secondhand smoke exposure since there is no way to truly prevent smoke from drifting between units. Communities also have found that implementation of such ordinances is significantly more complicated if one set of rules applies to certain units and another set of rules applies to other units. Ensuring compliance with such ordinances is also challenging as tenants may not be fully aware of where smoking is and is not prohibited.

All of the recently adopted California ordinances require 100% smokefree multi-family housing units, including apartments and condominiums. If the Council chooses to consider regulating smoking in multi-family housing, I recommend that a prohibition apply to all units.

In the two online surveys, a majority of respondents (59%) believe smoking should be prohibited inside all units within multi-family housing. Some of the comments from survey respondents include:

- We have a chain smoker next door and if our windows are open smoke fills our house.

- Air (and cigarette smoke) flows readily from unit to unit in our complex. I was awakened recently to my bedroom smoke detector shrieking at 2:00am. The reason? Cigarette smoke emanating from a shared wall. I had to disable the smoke detector to sleep, which put my family and the building at risk.
- Smokers force their smoke into my family's lungs and we have no way to refuse. Please help us.
- Yes, because that air does not stay inside the smoker's unit, but spreads to the homes of others.
- If you live in an apartment, you shouldn't have to breathe or smell smoking.
- I lived in an apartment for a year and had cigarette smoke wafting into my studio so I had to keep the doors and windows closed at all times even during the hot summer. I could not complain as this was the landlord and his wife who were chainsmoking next door.
- I have owned 20 units since 1977 on Kodiak Ct., Sunnyvale. I included no smoking anywhere in the units, and on the property inside and outside since ~ 1985 as part of my Rental Agreement. It has not been a problem to enforce. A tenant has to stand in the street to smoke. They shortly stop smoking. I have many young children living in my units that should not be exposed to smoke.
- I would love to see our city implement fair smoking rules that protect those in and around their homes, in particular multi-tenant condo complexes -- we own our condo and desperately need these regulations. Our HOA does not want the responsibility of dealing with smoking and prefers to defer to the city and police who cannot do anything. It has been very difficult for us to live next to inconsiderate smokers who smoke directly beneath our bedroom windows. We need your help and are so thrilled you are addressing this issue!

Although a majority of respondents support creating 100% smokefree multi-family units, others commented that people should have the right to do as they wish in their own house; suggested allowing smoking in a small percentage of the complex; asked that the decision be left up to property owners and tenants; and questioned how such a law could or would be enforced. Some of the comments from survey respondents include:

- What people do in their own home is no one's business but their own.
- As a smoker I need to be polite, aware of others that dislike or are allergic to smoke and know that many cities have banned outdoor smoking, but smoking inside my home in my business. Since buying cigarettes/cigars is still legal I don't believe government should be directing my lifestyle in the condo I own.
- Is there no end to government intrusion into the private lives of citizens? What's next, checking to make sure that consenting adults are observing safe sex practices in their bedrooms?
- Each complex should be able to set its own policies and the tenants can live with it or move.

- Allow each place to decide. Rental costs in the SFBA are some of the highest in the nation. Paying \$2400 per month and being told you cannot smoke (or drink any alcohol, or cook pork, etc.) INSIDE your own space is an anti-liberty concept.
- No - where would smokers live and/or smoke?
- Suggest designating some buildings as smoke free in all developments, but all could be problematic, esp. with low income housing
- As long as the smoke isn't bothering me or my family, multi-family housing units should still be considered private residences.
- I do not think this would/could be enforced
- I think this would be great--I just worry about enforcement and the feuds this may exacerbate among residents. It's tough to proscribe what people can do in their own homes.

4. Additional Smokefree Areas

Increased complaints about exposure to secondhand smoke outdoors and about excessive cigarette butt litter have led other communities to adopt even more extensive restrictions on smoking in outdoor locations such as:

- Service areas (where people wait to receive a service or to make a transaction, such as information kiosks, ATMs, ticket lines, bus stops or shelters, or cab lines)
- Public events
- Commercial areas with a high density of businesses

To address this issue, the City Council could require additional areas to be smokefree, such as all of Murphy Ave., public events, and transit stops.

In Santa Clara County, five communities currently prohibit smoking in service areas, such as bus stops or shelters, ATM lines, and ticket lines: Campbell, Morgan Hill, Palo Alto, San Jose, and Santa Clara County. Seven communities have at least some restrictions on smoking at public events such as Farmer's Markets or public festivals: Campbell, Los Gatos, Morgan Hill, Mountain View, Palo Alto, San Jose, and Santa Clara County. (See Appendix B.) Additionally, Palo Alto prohibits smoking in all commercial areas, including downtown, the California Avenue business district, and Stanford shopping center.

The online survey asked if there are any other areas in the City where smoking should be prohibited. The most common response was to prohibit smoking in parks, which is already prohibited. Other common responses were:

- Bus stops, light rail stops, the Caltrain station
- Service lines
- Public sidewalks near essential services such as hospitals, stores, banks, and schools

- Outdoor events such as Farmer's Market, Art & Wine, street fairs, Murphy Ave. summer festivals
- All of Murphy Ave.
- All public areas, including parking lots
- Near schools
- Everywhere. Sunnyvale would be fantastic as a smoke free city.

Some residents pleaded with the city to take additional steps:

- Please put an end to this battle. My daughter is 7 years old and I have been fighting this battle since I was pregnant. Children [have] no rights to say no to smoke. We have rights to say no to smoke because it is dangerous to our family's health and safety. Murphy avenue is very disappointing with smoke and bars.
- It is truly amazing to me that Sunnyvale, in this year of 2015, still allows people to smoke on Murphy Avenue. This is not a very progressive city when it comes to health and comfort issues. I have lived here for 21 yrs and it embarrasses me to take visitors over to Murphy on a Friday/Saturday night due to all the smokers lining the street. It's crazy to see this in the heart of Silicon Valley.

Implementation and Enforcement

As smokefree outdoor area laws have become more prevalent, communities generally have experienced high rates of compliance with such laws. These measures are largely self-enforcing once stakeholders—such as restaurant owners and businesses—are notified about the law and provided with educational materials. The presence of no-smoking signs is also critical both in educating the public about prohibited behavior and also providing support to members of the public who wish to notify or remind people who are smoking about the law.

In the City of Sunnyvale, according to staff, there have been few complaints about smoking in parks or in other locations where smoking is currently prohibited, such as restaurants. Staff believes the conspicuous no-smoking signs in Sunnyvale parks are the primary reason for the low number of complaints.

Enforcement of laws prohibiting smoking in outdoor common areas and within a certain distance from multi-family housing units are analogous to other smokefree area laws. The violations are publicly visible, residents will be notified of the new laws, and no-smoking signs can be posted. As a last resort, the Department of Public Safety can cite an individual for smoking in violation of the law, however staff will first conduct education to encourage compliance or issue warnings.

Enforcement of laws prohibiting smoking within multi-family housing units is an emerging area. Although there is no published data about enforcement of such laws, I have gathered

information from several communities about how their laws are implemented and enforcement.

Laws prohibiting smoking in multi-family housing units generally include a phase-in period (e.g., 6 months or a year) in order to notify residents and property owners/managers of the new requirements. During this period, the City also can provide information about cessation services to residents who wish to quit smoking.

In addition to potential enforcement by the government, many smokefree housing laws also require the ordinance provisions to be incorporated into a tenant's lease. New tenants who move in after the ordinance's effective date would sign the updated lease agreement including the smoking restrictions. Existing tenants would have their leases updated on a rolling basis as the leases are renewed.

Following the education period about the new ordinance, enforcement is complaint-driven. In general, communities that have adopted smokefree multi-family housing laws have not been overwhelmed by complaints and even fewer complaints have led to citations or evictions. For example, in the City of Richmond, the police department's regulatory unit has found that education and warnings about that city's law to be sufficient. Education and enforcement by landlords is also very effective.

In San Mateo County, three communities have implemented their smokefree multi-family housing laws: Belmont, Daly City, and Foster City. According to staff from the San Mateo County Department of Public Health, each city has experienced a high degree of compliance. There have been few complaints and only one known citation. The San Mateo County health department maintains a hotline for complaints. If a complaint is received, staff send a letter to the landlord and the tenant who is alleged to be smoking to encourage compliance. In Santa Clara County, if the county health department receives a complaint in the unincorporated area, staff visit the site to ensure that signs are properly displayed and to provide education.

Although existing smokefree housing ordinances allow law enforcement to cite an individual for smoking in violation of the law, generally staff first conduct education to encourage compliance or issue warnings. Additionally, as mentioned above, landlords are able to enforce the smoking restrictions as a lease violation, as they would enforce any other lease term. Condominium complexes could enforce the smoking restrictions as a violation of the CC&Rs. Some ordinances specify that landlords not be liable for failing to enforce no-smoking provisions; however, when landlords, HOAs, and government officials enforce concurrently, compliance rates improve. Finally, some ordinances allow tenants the option of suing a smoking neighbor who violates the ordinance.

Conclusion

As demonstrated by the survey results, an overwhelming majority (80% - 90%) of Sunnyvale residents and visitors support creating smokefree outdoor dining areas, smokefree entryways, smokefree multi-family housing common areas, and smokefree areas around multi-family housing. These measures would protect residents, employees, and visitors from harmful exposure to secondhand smoke and would demonstrate the city's commitment to protecting the health of its community. Amending the city's smoking ordinance also would keep pace with other neighboring cities and raise the City of Sunnyvale's tobacco control grade from a "D" to a "B".

Requiring all units in multi-family housing (apartments, condominiums, townhomes, and duplexes) to be smokefree was supported by a majority (59%) of survey respondents and is steadily becoming the new norm in California. Prohibiting smoking in multi-family units will provide an opportunity for everyone in Sunnyvale to live smokefree, including the city's most vulnerable populations.

Appendices

- A. Creating Smokefree Areas: Survey Results
- B. Santa Clara and San Mateo County Smokefree Area Laws
- C. Creating Smokefree Areas (first survey): Complete Response
- D. Creating Smokefree Multi-family Housing (second survey): Complete Response

¹ U.S. Department of Health and Human Services, The Health Consequences of Smoking — 50 Years of Progress A Report of the Surgeon General Executive Summary (2014), available at: www.surgeongeneral.gov/library/reports/50-years-of-progress/exec-summary.pdf.

² U.S. Department of Health and Human Services. 2006 Surgeon General's Report—The Health Consequences of Involuntary Exposure to Tobacco Smoke (2006); available at: www.cdc.gov/tobacco/data_statistics/sgr/2006/index.htm; California Environmental Protection Agency Air Resources Board, Environmental Tobacco Smoke: A Toxic Air Contaminant, California Environmental Protection Agency Air Resources Fact Sheet (2006), available at: www.arb.ca.gov/toxics/ets/factsheetets.pdf.

³ Centers for Disease Control and Prevention, Secondhand Smoke (SHS) Facts (2014), available at: www.cdc.gov/tobacco/data_statistics/fact_sheets/secondhand_smoke/general_facts/index.htm.

⁴ Klepeis N, Ott W, Switzer P, *Real-Time Monitoring of Outdoor Environmental Tobacco Smoke Concentrations: A Pilot Study* (2004), available at: http://exposurescience.org/pub/reports/Outdoor_ETS_Final.pdf; Klepeis NE, Ott WR, Switzer P, Real-time measurement of outdoor tobacco smoke particles, *J Air Waste Manag Assoc.* 2007;57 (August 2013):522–534.

⁵ Wagner J, Sullivan DP, Faulkner D, et al. "Environmental Tobacco Smoke Leakage from Smoking Rooms," *Journal of Occupational and Environmental Hygiene*, 1: 110-118 (2004), available at: <http://eetd.lbl.gov/IEP/pdf/LBNL-51010.pdf>.

⁶ California Labor Code Section 6404.5; California Government Code Sections 7596 - 7598.

⁷ Sunnyvale Municipal Code, Chapter 9.28.

⁸ American Lung Association, State of Tobacco Control 2015 – California Local Grades, available at <http://www.lung.org/local-content/california/our-initiatives/current-initiatives/state-of-tobacco-control/2015/2015-state-of-tobacco-control-county-grades.html>.

⁹ Santa Clara County Public Health Department, Tobacco-Free Coalition of Santa Clara County, Community Advocate Teens of Today, “Community’s Health Advocate Teens of Today, “Community’s Health on Tobacco Report Card” (2013-2014), available at: <https://www.sccgov.org/sites/sccphd/en-us/Partners/TobaccoPrevention/Documents/ALL%20Community's%20Health%20on%20Tobacco%20Report%20Card%202014.pdf>.

¹⁰ American Lung Association, Center for Tobacco Policy & Organizing, List of Municipalities that Restrict Smoking in Outdoor Dining Areas (March 2014), available at: <http://center4tobaccopolicy.org/wp-content/uploads/2014/03/List-of-Municipalities-that-Restrict-Smoking-in-Outdoor-Dining-Areas-March-2014.pdf>.

¹¹ American Lung Association, Center for Tobacco Policy & Organizing, List of Municipalities that Restrict Smoking near Entryways (March 2014), available at <http://center4tobaccopolicy.org/wp-content/uploads/2014/03/Entryways-March-2014.pdf>.

¹² Klepeis NE, Ott WR, Switzer P, Real-time measurement of outdoor tobacco smoke particles, J Air Waste Manag Assoc. 2007;57 (August 2013):522–534; Repace J, Benefits of Smokefree Regulations in Outdoor Settings: Beaches, Golf Courses, Parks, Patios, and in Motor Vehicles, William Mitchell Law Rev. 2008;34(4):1621–1638. Available at: www.repace.com/pdf/Repace_Ch_15_Outdoor_Smoke.pdf.

¹³ U.S. Census Bureau, 2007-2011 American Community Survey 5-Year Estimates, available from the Santa Clara County Department of Public Health.

¹⁴ Santa Clara County Public Health Department, 2013-2014 Behavioral Risk Factor Survey, available at: <https://www.sccgov.org/sites/sccphd/en-us/Partners/Data/Pages/Tobacco-Use.aspx>.

¹⁵ Santa Clara County Public Health Department, Smoke-free Multi-Family Housing: Bringing Healthy Air Home, available at: https://www.sccgov.org/sites/sccphd/en-us/Partners/TobaccoPrevention/Documents/MUH%20Fact%20Sheet_2015.PDF.

¹⁶ See, e.g., Snyder K, Vick JH, King BA, Smoke-free multiunit housing: a review of the scientific literature, Tob Control, 2015;0:1–12; Martínez-Sánchez JM, Sureda X, Fu M, et al. Secondhand smoke exposure at home: Assessment by biomarkers and airborne markers, Environ Res., 2014;133:111–116.

¹⁷ Santa Clara County Public Health Department, Smoke-free Multi-Family Housing: Bringing Healthy Air Home, available at: https://www.sccgov.org/sites/sccphd/en-us/Partners/TobaccoPrevention/Documents/MUH%20Fact%20Sheet_2015.PDF.

¹⁸ Id.

¹⁹ Santa Clara County Public Health Department, 2013-2014 Behavioral Risk Factor Survey, available at: <https://www.sccgov.org/sites/sccphd/en-us/Partners/Data/Pages/Tobacco-Use.aspx>.

²⁰ Id.

²¹ American Lung Association, Center for Tobacco Policy & Organizing, “Local California Smokefree Housing Policies: Detailed Analysis,” (September 2015), available at: <http://center4tobaccopolicy.org/wp-content/uploads/2013/12/FINAL-Local-California-Smokefree-Housing-Policies-Sept-2015.pdf>.

²² Id.

²³ Department of Housing and Urban Development, Proposed Rule: Instituting Smoke-Free Public Housing (Oct. 22, 2015), available at: <http://portal.hud.gov/hudportal/documents/huddoc?id=smoke-freepublichousing.pdf>.

²⁴ Palo Alto Online, “Palo Alto mulls raising age for buying tobacco,” (Nov. 4, 2015), available at: <http://paloaltoonline.com/news/2015/11/11/palo-alto-mulls-raising-age-for-buying-tobacco>.

²⁵ American Lung Association, Center for Tobacco Policy & Organizing, Matrix of Strong Local Smokefree Multi-Unit Housing Ordinances, (September 2015), available at: <http://center4tobaccopolicy.org/wp-content/uploads/2013/12/FINAL-Matrix-of-Strong-Local-MUH-Ord-Sept-2015.pdf>.



Appendix A

Creating Smokefree Areas: Survey Results

The Sunnyvale Department of Public Safety conducted two online surveys asking for input on proposed amendments to create smokefree areas in the city. A total of 349 people responded to the first survey between August 19 - September 14, 2015. Survey results are provided below and are also available online at: <http://peakdemocracy.com/2985>.

An additional 182 people responded to a second survey, which asked about smokefree multi-unit housing (repeating questions 4-6, below). The second survey was open between December 18, 2015 – January 6, 2016. Full results for the second survey are available at <http://peakdemocracy.com/3330>. Additionally, results for the second survey are provided below (question 1a.) and combined with results from the first survey (questions 4-6).

1. Tell us about yourself (check all that apply):¹

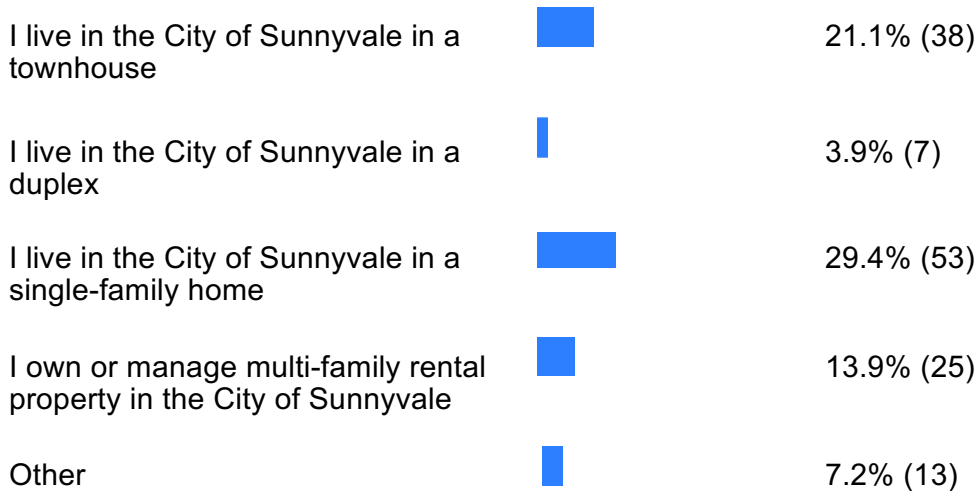
| | | |
|--|--|-------------|
| I live in the City of Sunnyvale in a single family home | | 70.6% (243) |
| I live in the City of Sunnyvale in an apartment, duplex, condominium, or townhouse | | 25.0% (86) |
| I work in the City of Sunnyvale | | 12.2% (42) |
| I own or operate a business in the City of Sunnyvale | | 4.9% (17) |

1a. Tell us about yourself (check all that apply):²

| | | |
|--|--|------------|
| I live in the City of Sunnyvale in an apartment | | 15.6% (28) |
| I live in the City of Sunnyvale in a condominium | | 13.3% (24) |

¹ Results from the first survey: 8/19/15 – 9/14/15.

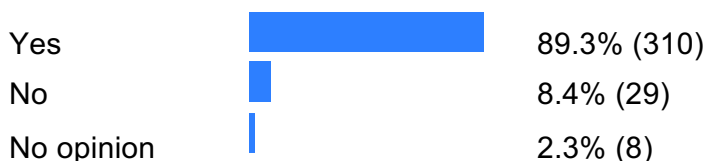
² Results from the second survey: 12/18/15 – 1/6/16.



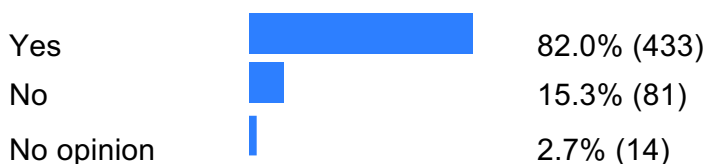
2. Do you think smoking should be prohibited in outdoor dining areas where food or beverages are served (e.g., restaurant and bar patios)?



3. Do you think smoking should be prohibited within 20 feet of the entrances, exits, and windows to buildings where smoking is prohibited? (This would apply to businesses, offices, grocery stores, restaurants, bars, places of worship, etc.)

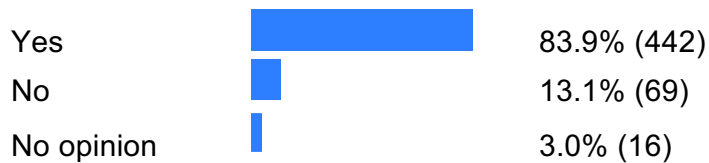


4. Do you think smoking should be prohibited in outdoor common areas of multi-family housing, such as walkways, courtyards, pool areas, etc.? (Multi-family housing means housing with more than one residence and includes apartments, duplexes, condominiums, and townhouses.)³

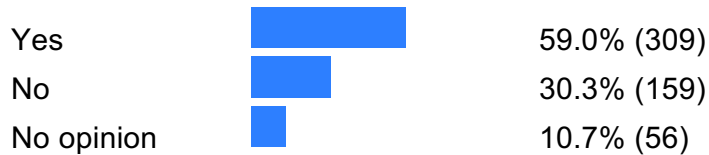


³ Combined results from first and second survey.

5. Do you think smoking should be prohibited within 20 feet from doors and windows of multi-family housing?⁴



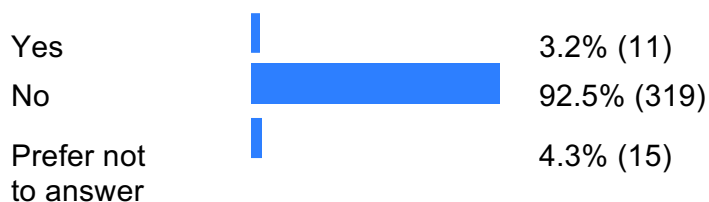
6. Do you think smoking should be prohibited inside all units within multi-family housing?⁵



7. Are there any other areas in the City where you think smoking should be prohibited?



8. Do you smoke?



⁴ Combined results from first and second survey.

⁵ Combined results from first and second survey.

Appendix B

Outdoor Smokefree Area Laws Santa Clara County

| | | Outdoor Dining | Entryways | Service Areas ⁶ | Public Events |
|---------------------------|-------------------------------------|---|---------------|----------------------------|--|
| Santa Clara County | Campbell | Yes | Yes (20 feet) | Yes | Yes |
| | Cupertino | Yes | Yes (25 feet) | | |
| | Gilroy | Partial (50% smokefree) | | | |
| | Los Gatos | Yes | | | Yes (seating areas only) |
| | Morgan Hill | Yes, with exceptions for private events | Yes (25 feet) | Yes | Yes (on a public right of way) |
| | Mountain View | Yes | Yes (25 feet) | | Some (outdoor amphitheater seating areas) |
| | Palo Alto | Yes | Yes (25 feet) | Yes | Yes |
| | San Jose | Yes | | Yes | Some (seating at outdoor stadiums and sports arenas) |
| | Santa Clara County (unincorporated) | Yes | Yes (30 feet) | Yes | Yes |
| | Sunnyvale | Partial (60% smokefree) | | | |

⁶ Generally refers to areas where people wait to receive a service or to make a transaction, such as information kiosks, automatic teller machines (ATMs), ticket lines, bus stops or shelters, or cab lines.

Smokefree Housing Laws Santa Clara and San Mateo Counties

| | Community/ Date Passed | Common Areas | Units | Implementation | Enforcement Provisions |
|---------------------------|--|---|--|---|--|
| Santa Clara County | San Jose April 2012 | Prohibits smoking in indoor and outdoor common areas. Allows landlords and HOA's to designate smoking areas outdoors that meet certain criteria. | | | Enforced by the city and subject to penalties outlined in the municipal code. |
| | Santa Clara County (unincorporated) November 2010 | Prohibits smoking in indoor and outdoor common areas. Allows landlords and HOA's to designate smoking areas outdoors that meet certain criteria. | Prohibits smoking in 100% of the units of new and existing apartment complexes with two or more units (including patios and balconies). Applies to apartments and condominiums. | New Units: 1 month Existing Units: 14 months | Violations are punishable as an infraction with fines starting at \$100 and subject to civil action by the county. Requires lease agreements to contain language stating that the unit is nonsmoking and that other tenants in the building may enforce the no-smoking lease term. |
| San Mateo County | Belmont October 2007 | Prohibits smoking in indoor and outdoor common areas. Allows landlords to designate smoking areas outdoors that meet certain criteria. | Prohibits smoking in all new and existing apartments and condominiums that share a common floor and/or ceiling. | 14 month grace period for current smokers, including new lease terms for current tenants. | Enforced by any peace officer or code enforcement official. Each violation is an infraction subject to a \$100 fine. Violations are subject to civil action brought by the city. Landlords are not required to enforce the new no-smoking lease terms nor are they required to evict a tenant who smokes in a nonsmoking unit. Requires every lease of a unit where smoking is prohibited to contain language that states the unit is nonsmoking and that other tenants in |

| | Community/ Date Passed | Common Areas | Units | Implementation | Enforcement Provisions |
|--|------------------------------|--|---|--|--|
| | | | | | the building may enforce the no- smoking lease term. |
| | Burlingame July 2015 | Prohibits smoking in common areas. | Smoking is prohibited in 100% of new and existing units with 2 or more units. Applies to apartments and condominiums. | 180 days | Violations are punishable as an infraction w/fines starting at \$100. Also includes civil and criminal penalties. |
| | Daly City October 2012 | Prohibits smoking in indoor and outdoor common areas. Allows landlords to designate a portion of outdoor areas that meet certain criteria as smoking areas. | Smoking is prohibited in 100% of new and existing complexes with 2 or more units, unless there is no shared wall or ceiling. Does not apply to condominiums. | New Units: Immediately Existing Units: 14 months | Enforced by any peace officer or code enforcement official. Violations are punishable as an infraction with a \$100 fine, and are subject to a civil action brought by the city. |
| | Foster City December 2014 | Prohibits smoking in indoor and outdoor common areas. | Smoking is prohibited in 100% of new and existing units with 2 or more units. Applies to apartments and condominiums, includes electronic cigarettes. | New Units: Immediately Existing Units: 1 year | The City Manager is in charge of enforcement. Any citizen may make a complaint with the City Manager. Permits any citizen to bring civil action to compel compliance. Violations are punishable with the following fines: 1 st Violation: \$250; 2 nd Violation: \$500; 3 rd Violation: \$1000 |
| | Menlo Park September 2010 | Prohibits smoking in indoor and outdoor common areas of multi-unit housing with two or more units. Includes apartments and condominiums. | | | Violations are punishable in accordance with the municipal code. A private person may also bring legal action to enforce the provisions. |
| | San Mateo County | Prohibits smoking in indoor | Smoking is prohibited in 100% of new and existing | New Units: 6 months | Enforced by the community health director and |

| | Community/ Date Passed | Common Areas | Units | Implementation | Enforcement Provisions |
|--|---|---------------------------|--|---------------------------|--|
| | (unincorporated) October 2014/ May 2006 | and outdoor common areas. | units with 2 or more units. Applies to apartments and condominiums, includes electronic cigarettes. | Existing Units: 14 months | his/her designees. Violations are punishable as infractions with the following fines: 1 st Violation: \$100; 2 nd Violation: \$250; 3 rd Violation: \$500; > 3 in 1 year: Misdemeanor Tenants have third-party beneficiary status and can enforce lease's smoking restrictions. Requires lease agreements to contain language stating the unit is nonsmoking, that smoking in a designated nonsmoking unit is a material breach of contract. |

Information in this table is from the American Lung Association's Center for Tobacco Policy and Organizing:
<http://center4tobaccopolicy.org/tobacco-policy/smokefree-multi-unit-housing/>.

Appendix C

Creating Smokefree Areas Survey: Complete Responses

The Sunnyvale Department of Public Safety created an online survey asking for input on proposed amendments to create smokefree areas in the city. A total of 349 people responded to the survey between August 19 - September 14, 2015. Complete responses to survey questions are provided below and are also available online at: <http://peakdemocracy.com/2985>.

2. Do you think smoking should be prohibited in outdoor dining areas where food or beverages are served (e.g., restaurant and bar patios)?

Comments: answered: 90; skipped: 257

- I avoid eating outside because cigarette smoke is harmful and triggers my allergies.
- Keep to one edge
- Diffuse 2nd hand smoke is only an annoyance, not a serious health threat, to virtually all non-smokers. Why not ban products containing peanuts as well? Some people could have a reaction and some could even die. Point is don't go overboard with this. If you don't like the smell, sit upwind.
- YES!!!! Its awful downtown sometimes.
- Bar owners would lose business...lets not go crazy!!
- Absolutely, this is not a personal choice question, but for the common good, which in fact includes the smokers, who are emphatically encouraged to shake off this health detriment for their own good, not to mention the overall healthcare cost.
- Smoking should not be permitted in outdoor dining areas because it is rude and requires all diners to inhale the second hand cancer-causing, allergy-provoking smoke. To me it is not much different than allowing someone to take out a gun and start shooting at all the diners.
- It is difficult even to walk through these sidewalk areas when someone is smoking.
- It's horrible that people have to walk through a cloud of cigarette smoke in order to enter or exit a restaurant. It's bad for people to have to just walk past the haze of smoke on sidewalks where people congregate to smoke!
- Cigarette smoke causes migraines and makes food taste like ashes.
- Smoking is unhealthy.
- It is known for a fact that smoking causes cancer. This is not a case of correlation does not equal causation. Therefore, people have the right to not be exposed to cigarette (or other) smoke while enjoying food outdoors.
- It should be prohibited in any customer business.
- Yes, restaurants, no, bar patios
- It depends if in a public area such as Murphy street, then no. But if it is a private patio away from public then ok to allow.
- I enjoy dining in Downtown Sunnyvale on Murphy Ave. I also have Asthma and cigarette/cigar smoke makes me wheeze. It can be difficult to enjoy the outside tables. I often have to get up and run from a smoker until they are finished.
- already downtown Sunnyvale, Murphy, is unbearable in the evenings when people dine out.
- Especially around downtown where the summer live concerts are.
- Smokers not only litter their butts, but also creates a disgusting odor for people who just want to enjoy their coffee

- It irritates my sinus and really ruins my dining experience.
- The smokers need somewhere to go- but I don't want to be around it and it seems to be a binary option- either there is smoke or not. Still it seems harsh to have nowhere for smokers to go.
- NO smoking in food areas..Its a no brainer.
- Restaurants OK. Bars, no....
- I remember when there used to be no smoking areas in airports or on airplanes. Second hand smoke (and third hand smoke) always was a problem for people who do not want to be exposed to it.
- No smoking in restaurants means, the whole restaurant.
- Sometimes the weather is great and you want to sit outdoors. It would be nice to be able to enjoy it smoke free.
- Sitting outside at DishDash on Murphy, some guy at the next table lit up a CIGAR. Queasy, gross, ruined the meal
- Outdoor dining is why I eat out in the summer!
- It's very unpleasant and unhealthy to inhale someone else's smoke, and it's healthier for others not to smoke anyway.
- Yes!!!
- Yes. Second smoke is harmful.
- Including a buffer beyond patio border, or tables on sidewalks.
- Smoking on a patio outside interferes with the taste and smell of food, and the harmful smoke still doesn't disperse quickly enough in the outside air to be "healthy" for bystanders.
- Smoking on public streets near restaurants/food/beverage establishments or within 20 feet of entrances, exits or bus stops should be prohibited.
- It would be very helpful. One will inhale a lot of second hand tobacco smoke, sitting downwind from a smoker.
- It's up to the business and the customers they want to attract.
- While I hate smoke, especially while eating, I support businesses deciding if they want to allow it or not. I frequent those that do not.
- It also needs to be enforced though. People are always smoking by the library entrance, and I have hold my breath to get inside.
- No, especially if it's a private business on a private patio
- I think this should be up to the proprietor and not the city to enforce.
- people must not smoke and walk on the streets as well.
- I ALWAYS avoid outdoor areas / businesses that permit smoking.
- This should be between businesses and customers. Why does the government need to prevent people from making their own choices?
- You can't tell of someone who has respiratory issues unless they are on oxygen or wear a mask. I have COPD (I do not wear a mask of need to be on oxygen) but I immediately cover my nose with my hand or the neckline of my shirt when I someone near me has a lit cigarette. If I'm behind a driver who is smoking with his cigarette hanging out his window, I immediately switch to inside air flow. In addition, there are pregnant woman who should not be exposed to cigarette, cigar, or pipe smoke.
- maybe allow 1 or 2 tables downwind for the smokers
- Depending on the direction of the wind, second-hand smoke can be unavoidable.
- Let businesses decide. 2) There is no smoking in dining areas, waiting areas and perhaps waiting outside the door. Do smokers no longer have rights or privileges to enjoy themselves in one small area?
- Inevitably, smoke drifts and interferes with pleasant dining. Why allow addicted people to

impose their smoke on others?

- individual business decisions should be posted and prevail
- I have a lung problem and do not go to some dining areas due to smoking outside. Even if you are inside, when every time the door opens the smoke pours in the room.
- I have a lung disease and my mom died of lung cancer.
- I'm not opposed to people smoking in a fenced-in outdoor dining area. But, people smoking in front of businesses such as the dining areas next to sidewalks on Murphy St. are unpleasant.
- For non-smokers, who are making a life choice to avoid carcinogenic smoke, it is very unhealthy and unappetizing to be around smoking. Smokers are choosing to smoke, which is their right, but because their life choice can be dangerous to one's health, others should not have to suffer those choices.
- Smoking should be prohibited anywhere that non-smokers may be exposed to secondhand smoke.
- There's a few restaurants in downtown Sunnyvale that allow smoking in their outdoor areas and it prevents me from sitting outside and enjoying the weather. It forces me to sit inside, and part of eating out is to enjoy the outdoor areas. Unfortunately, I don't ever eat at those places, and that is a bummer. I'm sorry, but if you choose to smoke, you should have to stay far away from food areas, especially areas that children can also be in.
- for the comfort of other non-smoking diners
- Yes, my family and I cannot enjoy outdoor dining if a smoker is present.
- I often walk with my newborn in downtown Sunnyvale. We cannot eat /sit in outdoor dining places because there are always people smoking there.
- Yes, but BBQ & cooking smoke should NOT be included
- Do not allow smoking on Murphy Avenue, it ruins the entire outdoor experience.
- I would love to support sunnyvale business' on Murphy Street, but there is so much smoking, it is an unwelcome environment for health conscious individuals.
- I could see occasional exceptions, but I'd like them to be rare.
- I'm shocked this isn't already prohibited. The City has a nice selection of outdoor eating places, which add real value to the dining experience, and they are ruined when even one person smokes in those locations.
- My opinion also includes "vaping" or "E-cigarettes"
- I've left places because someone nearby lit up and ruined it for me.
- Yes, absolutely. The smoke just carries into the restaurant from the outdoor area. It's like the old Smoking sections on airplanes.
- I prefer to eat outside in smokefree areas
- health hazed to non smokers and also an irritating nuisance
- Definitely. We choose restaurants on Murphy Street less often because we have been forced to breathe second-hand smoke while eating outside.
- It ruins the outdoor dining experience where people want to be enjoying fresh air and open space. Smoking fouls the air and the drifting smoke does not mind implied human boundaries of smoking area vs a non-smoking area....it just blends together as a smoking area.
- Non smokers should feel free to sit outside in clean air.
- Important to prevent smoking in seated areas.
- secondhand smoke is a health hazard for non smokers
- Many times smoke wafts in from outdoor smoking areas and significantly bothers me when I'm dining out.
- My family is highly allergic to smoke, even lightly wafting through the air. Asthma is also an

issue. Not only are these health issues traumatic when they flare up, but they are expensive to the entire community through overall healthcare costs.

- We find the smoke smell and eye irritation very unpleasant. We would avoid such establishments if a smoker was too close.
- Government should keep out of individual courtesy!
- We dine outdoors routinely and often someone starts smoking after we have been at the restaurant for awhile. Impossible to move, so we have to be exposed to cancer causing chemicals against our will.
- There should be designated places for smokers which do not conflict with non-smokers or children.
- I avoid eating outside at some restaurants due to the smoking.
- Smoking effects all of those around. The air quality is already bad and I should not be forced to inhale smoke from others around me.
- Smokers force their smoke into my family's lungs and we have no way to refuse. Please help.
- Smoking is a disgusting habit and should be done in private away from people.
- Study finds no link between secondhand smoke and cancer, which the EPA report is based are statistical studies that can show only correlation and cannot prove causation.
- Smoke while dining is the most offensive type of smoke there is, as it puts off nonsmokers meal, wasting their time and money. If we create new smokefree areas at all, dining areas should be the leading candidate to do so.
- Food & Beverages Yes <><>But if you serve Alcohol then you must allow smoking
- As a consumer, I avoid restaurants, bars and dining areas in which people are smoking. This is partially due to health concerns, but more to do with the fact that it greatly interferes with my enjoyment of a meal or drink. I suspect that the vast majority of consumers in the bay area feel as I do- restaurants are probably losing business because they're sometimes unable to fill outdoor seating in close proximity to smokers.
- Unfortunately, smoking is a habit that negatively affects others who breathe (all of us).
- example where it annoys me: Fire House backyard
- In the past it was nice to sit outside on the patios, but now it's where the smokers congregate. This makes the non-smokers have to sit inside.

3. Do you think smoking should be prohibited within 20 feet of the entrances, exits, and windows to buildings where smoking is prohibited?

Comments: answered: 74; skipped: 273

- I'd like to see designated smoking areas provided not just the prohibition.
- Wouldn't 10 or 15 feet be enough?
- Smoke will come drifting into the buildings, where it lingers.
- I believe state law already requires this.
- But MOST smokers are very good about this
- 20-foot range is NOT wide enough, in consideration based on common sense.
- Some exceptions might be appropriate for bars and restaurants where a smoking area is not comingled an outdoor dining area.
- Smoking should not be permitted on the property of any public building, not just within 20 feet. If someone is smoking in the parking lot near where I am parked, I either have to hold my breath and hurry to my car or wait until the smoker leaves and his/her trails of smoke have drifted away.

- Yes, for non-smokers, it's offensive to walk out of a building into a cloud of smoke. Especially problematic with kids as you want to avoid exposure for them, if smokers are right outside an entrance, there's no way to avoid them.
- This needs to be backed up with signs at the 20 ft line because many people have no idea what 20 ft away looks like.
- See above.
- You still have to walk through a cloud of smoke no matter how far away.
- Smoking is unhealthy. Those of us who care about the air we breathe should not have to suffer the bad habits of smokers.
- 20 feet is not actually enough. It should be 75 feet as best practice.
- The smoke-free distance should be even greater.
- Nothing worse than bicycle commuting to grocery store and having smoke right outside.
- Yes. Those of us who do not smoke should be able to safely get in and out of a non-smoking building.
- This would be nice. Smoke always makes its way into the restaurant when smokers stand outside the doors. It pretty much makes smoking inside the restaurant meaningless. I also always end up running away from the entrances of grocery stores to avoid the fumes, especially if my baby is with me.
- Yes. However, it should be enforceable by someone official besides the owner. Downtown Sunnyvale has some owners smoking next to the door way and they won't turn themselves in. Make it viable to enforce.
- People still have a right to smoke in public, and would be very difficult to enforce.
- Absolutely, I'd say 40' because people don't understand what 20' looks like unless they have a way to measure it.
- Smoke drifts into buildings when smokers are just outside--20' shouldn't inconvenience the smokers.
- Perhaps even more than 20 feet. Smoke should not drift into openings from even further away.
- Not sure what I think about this, but sometimes it can be a nuisance
- businesses can build smoking booths away from entrances.
- I really would love it if every area near buildings would be smoke-free. Why should non-smokers need to walk through it to do their regular business?
- It will help if the area is clearly designated by the business owner.
- Not appropriate to use government force to prevent smoking.
- Same comment as above
- I think this will be difficult to enforce, however.
- Most of these buildings have positive air pressure, so very little smoke gets in when someone is around them when someone smokes near them.
- This should be between establishments and patrons.
- 20 feet isn't enough. smoke is airborne, remember?
- It should be beyond 20 feet. When I was a smoker (I quit 01/21/2004), I was standing at my company's door entrance with others smoking cigarettes. A pregnant woman came up the walkway to enter the building. From that point on I stood farther away from the entrance when I was still a smoker.
- 50+ feet minimum
- 1) Will city REQUIRE a 20-ft marking and notice signs? 2) Should not include "emergency" exits not normally used, 3) should not include windows that do not open. 4) Businesses should be required to erect a rain/sun cover to protect smokers from the elements (they shouldn't have to stand in the driving rain or blistering sun)

- It should be more than 20 feet.
- 20 feet is too close! If it is a little windy the smoke finds its way inside. I think 40-50 feet is good
- Should be 100 ft
- See above. I am a non-smoker who is married to a man who previously smoked for most of his adult life. For my 50th birthday, the gift he gave me was a promise to never smoke again, which was worth more to me than anything materially.
- It should be more than 20 feet.
- I'd like it to be further. I'd prefer a smoke free downtown. I've seen smokers outside of businesses and their smoke blows right back into the building and I hate walking down the sidewalk and through multiple smokers. My family holds our breath as we walk by. No smoking anywhere downtown is my vote.
- Such a health hazard for all, I strongly feel it should be prohibited wherever possible.
- It is hard to walk in downtown Sunnyvale with kids because tons of people smoke right in front of the restaurants and where pedestrians walk. Why do we need to breathe the smoke?
- 20 feet isn't very far - I think 50 feet would be better
- In the cases of multiple businesses, say for example, along a street such as downtown Sunnyvale (Murphy), smoking should be prohibited completely.
- I thought smoking was already supposed to be prohibited near doors of such buildings.
- Actually, I believe 30-50 feet is better. Very few people know how far 20 ft actually is.
- Yes. Doesn't Sunnyvale already do this. I thought most cities in the Bay Area already did this.
- I dislike having to smell smoke on my way into or out of buildings
- 40 feet at least!
- prohibit altogether
- except for bars/restaurants with outside smoking areas
- Seems like a no-brainer that customers/employees should not be subjected to cigarette smoke while entering a building.
- Persons who smoke often "huddle" near entrances to smoke. People entering and leaving buildings must pass through this smoked up zone. Additionally, smoke often gets pulled into buildings by air handling systems via opening doors, windows, etc. Keep the smoke as far away as possible from the building/establishment and from points of air flow entry.
- 100 ft is good as 20 ft is not enough because of wind
- This would help to reduce smoke that wafts into buildings.
- Simply holding one's breath while passing through a toxic cloud to enter or exit a building does not prevent the contamination from unhealthy air. The smoke and physical debris remains problematic and the unhealthy, long-term effects are too serious to ignore.
- Cigarette smoke permeates and is very unpleasant to us as non-smokers. We would strongly prefer to avoid strong unpleasant smells.
- I grew up in a home with smokers, am 81 years old with no problems.
- Part of my job involves field work in commercial areas. I do not think I should have to be exposed to a known carcinogen in the course of my duties.
- More than 20 feet would be more appropriate. Smoke drifts. It's stinky, ruins the outing.
- The state legislature should expand the existing law prohibiting smoking near public buildings. It would be interesting to see how many people have been cited for violating that law. Enforcement seems to be nonexistent.
- Non-smokers shouldn't have to walk through smokers to get in the front door of their office.
- Most definitely
- It should be at least 50+ feet, not just the short 20 feet.

- Smokers force their smoke into my family's lungs and we have no way to refuse. Please help us.
 - totally ban smoking in downtown such as Murphy St.
 - 100ft minimum
 - Surgeon general's report concluded involuntary smoking caused lung cancer, but it offered only weak epidemiological evidence to support the claim
 - I don't know. This type of thing is occasionally a problem, but not often. I feel bad for smokers who can't find a place to smoke.
 - If alcohol is served, bought or offered then you must allow smoking
 - Smoke travels significant distance: 20 feet seems like a reasonable buffer zone around building entrances.
 - Actually, it needs to be more like 100 feet. Twenty feet is too close for the smoke to blow into the doorway.
4. **Do you think smoking should be prohibited in outdoor common areas of multi-family housing, such as walkways, courtyards, pool areas, etc.? (Multi-family housing means housing with more than one residence and includes apartments, duplexes, condominiums, and townhouses.)**

Comments: answered: 68; skipped: 279

- too hard to enforce
- Again, designated smoking areas should be provided.
- A whiff of smoke once in a while isn't going to kill anyone. Let's not get too PC like up in the city!
- Common areas only...these people are paying high rents and should have the freedom that everyone else has!!
- Same comments as previously stated.
- I think smoking should be prohibited in ALL areas where there is even the chance that ONE person would need to walk in that area. To me smoking is no different than someone spraying poison into the air.
- This is a health issue. If you are paying to have pool and courtyard availability and don't want second-hand smoke....
- Since I don't live in multi-family housing, I don't think I should be able to weigh in with my opinion.
- smoke causes multiple health issues for non-smokers!
- Smoking is unhealthy. Second-hand smoke is noxious.
- I lived in an apartment for a year and had cigarette smoke wafting into my studio so I had to keep the doors and windows closed at all times even during the hot summer. I could not complain as this was the landlord and his wife who were chainsmoking next door.
- It should apply single family houses. Sunnyvale is city. Neighbor house is very close.
- Yes, many multi-family housing units are home to low-income children who play outside. They deserve to have clean air and a chance to grow up WITHOUT lung and other health issues too, even if they live in a lower cost housing. But then smokers need a place to smoke legally. Not sure what to do about that.
- Yes, but this is a tough question- there is no separation of air between a private balcony and the sidewalk next to it. Alternatively, for condos, you could leave it up to the HOA to set the rules.
- It is important to protect those who do not want to be exposed to second and third hand

smoke.

- Smoking is bad for you, but it is still legal. Where would someone who chooses to smoke, do so, if they had to live in such an area?
- This will really help with the kids, I have a neighbor who just smokes outside of his door and all smoke travel through our windows
- 100% YES! Smoking in a common area does nothing when it's 100 degrees out and the breeze blows the smell into your home. My husband has asthma and after working a very long week it's is frustrating to live near chain smokers, impossible to enjoy the day.
- If you live in multi-family housing, why should you have to inhale second hand smoke?
- so kids don't see it
- This is a private area. While I do not support smoking of any kind. I do not believe the City of Sunnyvale should regulate private residences.
- Again, 2nd hand smoke shouldn't be forced upon others who do not smoke.
- 100% yes.
- It's up to the owners of the buildings
- Smoking in a multi-family complex ruins others' ability to enjoy their own space. Much like loud noise.
- That should be the property owners decision
- Outside, in the open it's perfectly fine to smoke. There's more than enough air motion to whisk the smoke away before it can be hazardous to anyone, and it's minimally troublesome.
- This should be between the owners/renters.
- I'm OK with smoking in common areas far away from residences. As long as it is not a bother to residents in their homes.
- Smoking is unhealthy for everyone (smokers and non-smokers), I know because I was a smoker and I developed COPD as well as Sleep Apnea. People who live a healthy life should not be banned from enjoying outdoor activities because of smokers. If smokers want to continue living an unhealthy life by smoking, then they should be banned from common areas. They are only polluting the air space that others also use. Smoke lingers on and even when you walk passed smokers, the smoke falls on your hair and clothes. You take that back into your own home with you.
- When visiting friends I would prefer this but, as I live in a single family dwelling, I don't feel I have the right to make a call on this.
- Let each development decide where/when it is prohibited and enforce via their own rules.
- YES! Otherwise, the 2nd hand smoke deprives most others from use of those common areas. Children should enjoy pools without smoke!
- However, the responsibility for enforcement should not be placed upon landlords
- Residents' decision should prevail and be posted
- Children should not be subjected to second-hand smoke.
- Yes - the smoke blows right back into windows. I live in a single family neighborhood near Ponderosa Park. I have a neighbor next door that smokes and while he tries to be considerate and smokes standing out at the curb, away from our houses, the smoke blows right inside my open windows and my cars now smell like smoke since I park in my own driveway...but the smoke filters in. I'm a non-smoker, yet our cars smell like smoke!
- why our kids have to breath smoke while in the swimming pool.
- Especially with the current housing market, people who are bothered by smoke can't simply leave.
- This has a big impact on residents with respiratory ailments
- Why would someone go swimming for exercise and have to breathe someone's second

hand smoke? It's gross.

- Yes, and can you prohibit smoking in single family houses as well. My neighbor causing my little kids to cough all the time.
- Residents of multi-family housing should be able to enjoy smoke-free common areas
- I enjoy smoking on my back patio, where I don't believe it negatively affects anybody but myself.
- prohibit altogether
- except if the smoke is coming from a unit surrounding these areas
- People should be free to use common areas of their home without negatively impacting their health. And this may be me in the future.
- Common areas are shared by all and need to be uniformly accessible and healthy for a common good; in this case, clean breathable air. Also, as common areas join private areas, if smoking is allowed in a common area it usually ends up invading private areas including those for people desiring a smoke free home.
- I think smoking should be banned 100% inside and outside.
- yes it is a nuisance for the neighbors
- Second-hand smoke is bad for anybody else using these areas.
- I think people should ask others if they'd mind not smoking here.
- Who will enforce this?
- I have lived in multi-family housing and could always smell second-hand smoke through the vents and in the common areas. Second-hand smoke negatively affects pregnant women and their babies, children and the elderly disproportionately. Not only are health costs driven up due to the exposure, it is wrong to force anyone to be exposed to a hazard.
- No one should have to be exposed to known carcinogens against their will
- Please include balconies in this.
- If secondhand smoke consistently migrates into non-smoking areas, it should be banned.
- we have a chain smoker next door and if our windows are open smoke fills our house.
- Absolutely. Smoke doesn't stay confined to a nice 20 foot box.
- Smokers force their smoke into my family's lungs and we have no way to refuse. Please help us.
- This is too restrictive; smokers should have at least some rights and this sounds like overkill
- yes on pool areas.
- The surveys studied more than 35,000 California never-smokers over a 39-year period and found no statistically significant association between exposure to SHS and lung cancer mortality.
- If a smoker lives in a multifamily unit, can't they just smoke inside their unit? Why do they have to do it at the pool?
- I'm a homeowner who lives in a Sunnyvale Homeowner's Association. My next-door neighbors frequently smoke outdoors in their fenced patio, which is designated as an "exclusive-use common-area." The wind hits our building in such a way that any smoke near our window is immediately sucked into our unit. Our windows are 10 feet away from their cigarette, and words can't convey how sick, trapped and powerless we feel each time this happens. I have complained to the homeowner's association directors, who informed me that no action can be taken without a city ordinance. I strongly urge the City of Sunnyvale to pass an ordinance prohibiting this behavior. Smokers should be free to make decisions about their own health, but they do not have the right to impose a toxic atmosphere on my family in my own home.
- I used to live in an apt. and had a downstairs neighbor that smoked on his patio. I had to keep my windows closed. It wasn't ideal.

- I live in a property that prohibits public smoking, yet residents do it all the time. Plus, they often choose places that are convenient to them, without realizing they are blowing smoke directly into another resident's home or into the pool area.
- It should also be prohibited in Mobile home parks sense we are so close together

5. Do you think smoking should be prohibited within 20 feet from doors and windows of multi-family housing?

Comments: answered: 67; skipped: 280

- they need to have someplace to smoke
- Again, with designated smoking areas provided.
- Not 20 feet, maybe 10?
- multi-family units are always within 20-feet, so this means smoking will not be permitted at all, this is discrimination of a legal substance
- Same comments as previously stated.
- I think it should be prohibited on the entire grounds, but at least within 20 feet of doors and windows.
- See above
- same as above responses
- Smoking is unhealthy. Second-hand smoke is noxious.
- 20 feet is not actually enough. It should be 75 feet as best practice.
- The smoke-free distance should be even greater.
- Yes, many multi-family housing units are home to low-income children. Smoke can make its way in through windows and doors especially when they need to keep them open during the summer heat.
- Tough problem again- if my air intake is close to where they are smoking, it will come into my home. 20 feet beyond doors and windows of multi-family housing effectively puts them in public space or a very narrow strip of land, getting rained on.
- As long as they provide a covered smoking area.
- Why not 50 feet..., 100.... why not make smoking a felony. Smoking is a bad idea, but a choice. Making "No Smoking" zones extend outside, into public areas is not right.
- I often have to close my window because my neighbor smokes in his balcony.
- This will really help with the kids, I have a neighbor who just smokes outside of his door and all smoke travel through our windows
- Yes, yes, yes, please pass this law. It is a huge difference when someone smokes outside our complex vs inside the common area. Kids are everywhere and I have seen the smokers drop their cigarette butts, still lit, on the ground. It's a safety and fire hazard.
- If it is not prohibited, smoke can enter your apartment.
- Seems overly restrictive
- 100% yes.
- See my other comments
- Smoking in a multi-family complex ruins others' ability to enjoy their own space. Much like loud noise.
- This should be done with extreme care. While I don't personally want people to smoke around my windows, others may not care, and may not have an impact. And this may have a negative impact on those who smoke and don't have much choice in housing.
- This should be between the owners/renters.
- I'm VERY strongly in favor of banning smoking within 20 feet from doors and windows! We

are homeowners at Sunnyvale Meadows on Reed Ave. Our next door neighbors smoke and it is incredibly stressful when second hand smoke comes into your bedroom window at night. We have nowhere to go, and on hot nights we have to breathe this foul-smelling cigarette smoke. We have lots of children here and some people with asthma. It is completely unfair to them to be trapped in their homes. And unfortunately our HOA does not do their part in preventing this (they just want the city to handle it).

- 50 feet would be better
- Again, it should be much further away from doors and windows because the smoke will linger, and again, you carry that back into your home if any of it gets on your hair and clothes.
- Smoking sb prohibited in EVERY situation where second hand smoke enters any place where any person can not escape from. Such as smoke entering through a window, air conditioning vents, even a closed door. A person can't even sleep during HOT summer nights with their window open because the second hand smoke from adjacent neighbors is MISERABLE!!!! Headaches, sore throat, coughing, etc.
- I assume you mean 20 feet AND outdoors.
- 50+ feet minimum
- Again, when visiting friends I would prefer this but, as I live in a single family dwelling, I don't feel I have the right to make a call on this.
- Let each development decide where/when it is prohibited and enforce via their own rules.
- It should be 50 feet.
- However, the responsibility for enforcement should not be placed upon landlords
- I would be renting an apartment for me not to smell smoke. My mother never smoked, yet she died from 2nd hand smoke!!!!
- 100 feet
- As many multi-family complexes don't have air conditioning, opening windows is the only way to vent the heat in summer. Having a neighbor's second-hand smoke blow into your window is unhealthy and unpleasant.
- It should be more than 20 feet.
- Further please. I don't know where smokers should go. I respect choices.....but their choice impacts me since I can't get away from their smoke. It's disgusting and just plain awful.
- I say "no" to any form of second hand smoke
- 20 feet isn't very far - I think 50 feet would be better
- 20 feet isn't enough! Most smokers are unaware of how far smoke travels.
- Again, I think 30-50 feet is a better distance.
- Residents of multi-family housing should be able to open their doors and windows without allowing smoke to enter
- prohibit altogether
- Of course people should be able to open their windows and expect clean air. Smoking outside a door or window of a person's home means that the resident inside is forced to breathe dirty air.
- Absolutely as this is where people personally live. Just like the questions about 20 ft from businesses etal, smoking needs to be kept as far away as possible and limit all incidents of drift or incursion as housing is the most personal of space. People should be comfortable and healthy in their own home space.
- The whole complex should be 100% smoke-free!
- Second-hand smoke is bad for anybody else using these areas.
- Smoke and ground debris remains, and these pollutants harm all residents and visitors. Smoke pollutes the air and it seeps into vents, ducts, filters, carpets, drapes, wood - even

concrete. There is no escape from the pollution.

- We recently lived somewhere that a smoker would walk nearby our windows, and suddenly our place would be filled with the unpleasant smell that would linger long after.
- I think the government should keep to the Constitution.
- This is a big problem where I live. The smoke drifts into my apartment when I want my windows open for fresh air.
- Let the residents decide the issue. Who will enforce this?
- we have a chain smoker next door and if our windows are open smoke fills our house.
- It should be at least 50 feet
- Smokers force their smoke into my family's lungs and we have no way to refuse. Please help.
- 100ft minimum
- Not if the 20 ft. is on a personal patio adjacent to someone's patio. Private property issue.
- I do not believe it is right to use fallacious claims to support the policies, and I think it is unfortunate that policy makers are being misled in the name of promoting the public's health
- Seems completely unworkable. That type of range describes essentially the whole complex.
- I'd make this buffer more, if I could.
- Smoking should be prohibited on individual apartment balconies/patios as well.
- Again, needs to be more like 100 feet. Twenty feet is too close.
- My son has asthma the people that live behind me smoke and it blows into our house even when the windows are closed. Especially sense it has been very hot there is nothing that I can do.
- I sometimes wake up at night from somebody smoking in front of my window

6. Do you think smoking should be prohibited inside all units within multi-family housing?

Comments: answered: 91; skipped: 256

- The smoke inside can stick to walls and can harm others inside. This would protect the nonsmokers.
- Each complex should be able to set its own policies and the tenants can live with it or move.
- Unless its a rental, it should depend on the owners (not the City). This is still private property.
- Definitely prohibit inside. It's dangerous (fire hazard), and potentially harmful to children and people with breathing problems.
- This one may be the most contentious, but allowing smoking would expose the children and sensitive adults in one unit to the smoke of their neighbor
- This is REALLY going too far.. !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!
- I think smoking should be prohibited inside all units because as soon as a window or door is opened, the smoke escapes ready to attack and innocent victim.
- This is a difficult one. If all ventilation is completely separate, with all air intakes separate, that's probably the only way that smoking in one's apartment should be allowed.
- Smoke doesn't stay in one area, it can permeate throughout domicile. Children should not be exposed to second hand smoke no matter where it's originating from. Also, trying to get rid of the cigarette smoke odor is near impossible and it can be uncomfortable for the next renter (if it's a rental unit).
- smoke goes through the ventilation systems contaminating everywhere!
- As long as they keep their door closed, let smokers stink up their own home.

- Multi family housing should offer some non-smoking units
- I wish but it doesn't seem practical or enforceable.
- Smoking can be prohibited in rental multi family housing. Owners in multi family units can do whatever they are pleased. This is one of the perks of being a home owner!
- But only in new buildings after building code is updated to protect odor migration.
- Prohibited by the apartment manager yes, but not necessarily prohibited by the city.
- The building owner should decide the policy.
- If you live in an apartment, you shouldn't have to breath or smell smoking
- This would be best for the sake of low-income children. If you ban outdoor smoking, the parents are going to end up smoking inside and that could have an even worse effect on the children and other family members.
- I'd prefer it- but the culmination of these would mean that there is no place to smoke in Sunnyvale and it seems unfair to people who may smoke and can't move out of Sunnyvale- either because of age or they are underwater on their mortgage or whatever. However, smoking inside shouldn't result in smoke going into the neighbor's home.
- what people do inside is their business, but when I have to breathe my neighbors' smoke, when they smoke on their patios or in common areas, that is not ok. they are free to poison themselves, but leave me alone.
- I actually am of mixed opinion here. I realize that some people would like to smoke. The only problem is that in multi-family housing, if someone who smokes has their windows open, then their smoke will quite likely affect others who do not want to be exposed to it. Maybe if you want to smoke in your own unit, then you have to keep all windows and doors closed.
- Like motels/hotels, make "Smoking" & "Non-Smoking" wings/floors
- If I lived in a multi-family unit, I would prefer smoking was prohibited inside all units. However, this does seem to tread on the rights of smokers. Ideas: some buildings could be designated for smokers and others non-smoking? A separate area allowed for smoking?
- This is a blatant infringement on people's rights to be "secure" in their personal residence.
- Smokers sit by windows, we don't have much airspace between units. I can smell everyone's dinner, I don't want to smell anyone's second hand smoke. I don't want it coming into my home and affecting my family.
- There are pros and cons here.
- Suggest designating some buildings as smoke free in all developments, but all could be problematic, esp. with low income housing
- This should be up to the Landlord
- Again, this is not the same as a public office, street, or restaurant/bar. It is a private residence. It should not be regulated in this fashion by the City. If it is to do this, what else will it regulate? I do not support smoking, but there are limits, I believe to the scope of municipal authority.
- As long as the smoke isn't bothering me or my family, multi-family housing units should still be considered private residences.
- 100% yes.
- owner gets to decide not me not you
- Smoking in a multi-family complex ruins others' ability to enjoy their own space. Much like loud noise.
- Property owners decision
- I think this would be great--I just worry about enforcement and the feuds this may exacerbate among residents. It's tough to proscribe what people can do in their own homes.
- Definitely not. Not only should a resident be allowed to do as they wish inside their home, this will drastically negatively impact the lives of lower income people

- Strongly agree with this one. Because second hand smoke passes through the vents into other units and the fear of someone falling asleep while smoking that may cause fire and involve the whole building
- Is there no end to government intrusion into the private lives of citizens? What's next, checking to make sure that consenting adults are observing safe sex practices in their bedrooms?
- I'm strongly in favor of this! Second hand smoke drifts from inside units to other nearby units.
- By all means. Smokers go out on their balconies/porch and smoke and if others have their windows opened, the smoke goes into their home. I had a neighbor that lived across the street from me who smoked on her front steps. Each time she came out to smoke, I had to run around the house and shut the windows because the smoke came into my home. She quit smoking after she had a stroke.
- Also, in single family homes unless their windows are tightly closed, and second hand smoke does not enter inside adjacent neighbors homes, nor in adjacent neighbors backyards. Why should people be LOCKED inside their single family homes because of neighbor's smoke? Single family homes should have the RIGHT to breathe smoke free air. And smokers have their right to smoke INSIDE their single family home WITH THEIR DOORS / WINDOWS tightly closed!!! It becomes a WIN WIN situation
- Landlords should have the right to have a smoke-free property if they choose.
- Again, when visiting friends I would prefer this but, as I live in a single family dwelling, I don't feel I have the right to make a call on this.
- When I lived in an apartment, the smoke permeated the walls easily.
- Huge safety issue
- Allow each place to decide. Rental costs in the SFBA are some of the highest in the nation. Paying \$2400 per month and being told you cannot smoke (or drink any alcohol, or cook pork, etc.) INSIDE your own space is an anti-liberty concept.
- Only if the air system is not separate in each unit.
- Yes, smoke gasses inevitably affect others, despite caulking, fans and smokeless ash trays.
- However, the responsibility for enforcement should not be placed upon landlords
- Again Residents or landlords' posted policies should prevail
- There should be smoke FREE places to live.
- No, unless units share common air/heat vents.
- If the house's ducting runs throughout a building such that all occupants are exposed to the second-hand smoke coming through the vents, I think smoking should be prohibited. Of course, I'm not sure if this is even how apartments are set up. But adults should be allowed to smoke within the confines of their own independent homes.
- I can't even imagine how bad the smoke would be as it carries thru air ducts, windows, fireplaces, etc.
- Smoke out by the street and supply ash trays or butt traps.
- I think what happens in your home should be private and if ventilation systems are in place and installed properly, it should not be an issue for your neighbors.
- neighbors should not be second hand smokers.
- I do not think this would/could be enforced
- Yes may be preferred but expect controlling smoking in these locations to be near impossible.
- The problem with allowing smoking inside is that most buildings are pretty leaky, and smoke gets into other units.
- Second hand smoke KILLS.

- This says that smokers have no rights at all. That is wrong.
- Hard to enforce, but potentially life saving and reduce fire risk.
- Personally, I'd prefer this, but it might be going a bit too far, and would be hard to enforce.
- If the HVAC system in the housing is common to all units, then absolutely!
- If people want to smoke in their own place, that's okay
- this would be an absolute violation of people's individual freedoms inside their own homes
- fire hazed also it will affect the neighbors house catching fire
- I don't want to dictate how other people live in their homes
- Yes, because that air does not stay inside the smoker's unit, but spreads to the homes of others.
- This is a difficult question. If the housing is of high quality construction and can guarantee that smoke from one home unit can not possibly enter another private space or the common area, then I would say NO. However, in the real world, most construction and existing buildings and open windows and doors allow smoke to go everywhere and prevents non-smoking residents from the full enjoyment of their healthy home environments, so I would have to say YES.
- I think what people do within their own houses should not be dictated by the government rules. If their family/housemates are ok with it, it should be allowed.
- People should be allowed to smoke in their own home even in multi-family housing.
- it is a fire hazed which will affect the neighbors
- People should have a right to smoke within their own apartment.
- Toxins from airborne smoke and ground litter do now stay in one place. These carcinogens affect ALL residents and visitors, even those who care about their health. There are numerous laws already in place to prevent dwellings to exist in toxic environments. There is no sense in creating a toxic environment for residents who cannot escape these health hazards.
- We should enable property owners to set restrictions whether unit can be smoked in. Then an owner could decide that their property, or section of units, is more appealing to renters (and possibly price), like a hotel with non-smoking rooms. Non-smokers don't want a unit that had previously been used to smoke. We once lived above an apartment whose windows lined up with ours, and bad smells drafted right in our windows and was a horrible experience. But we left and it was the owners problem to find a new renter. It might be possibly invasive to force owners & renters, but ideally owners would want to designate non-smoking units & areas to avoid mixing the odors.
- We need to preserve freedom above all: Give me liberty or give me death.
- If walls and ventilation between units are sealed then yes. Otherwise no
- Let the residents decide the issue.
- because smoke can seep in adjacent units.
- Yes, smoking causes far too many long term health issues and people should not be forced to deal with it.
- Smokers force their smoke into my family's lungs and we have no way to refuse. Please help us. Smoking should be prohibited in a rental home too. We own a home we were violated by the smoke. Please help.
- Oh, is that so? You believe that, see a psychiatrist right away! You need help!
- No - where would smokers live and/or smoke?
- I think smoking could be permitted in a percentage of the total area of large complexes, but these areas should be a small percentage of the total area and must be well isolated from the rest of the complex.
- You have the right to do as you wish in your own house

- Air (and cigarette smoke) flows readily from unit to unit in our complex. I was awakened recently to my bedroom smoke detector shrieking at 2:00am. The reason? Cigarette smoke emanating from a shared wall. I had to disable the smoke detector to sleep, which put my family and the building at risk.
- Plus, doing so would make the units more rentable which benefits the property and the city
- As a smoker I need to be polite, aware of others that dislike or are allergic to smoke and know that many cities have banned outdoor smoking, but smoking inside my home in my business. Since buying cigarettes/cigars is still legal I don't believe government should be directing my lifestyle in the condo I own.

7. Are there any other areas in the City where you think smoking should be prohibited?

Comments: answered: 180; skipped: 167

- Public parks
- Any place with high foot traffic, like downtown Murphy street, Caltrain station, parks, entrance to grocery stores, restaurants, and coffee shops, etc.
- Public Parks - again designated smoking areas should be provided.
- Prohibit smoking on all City-owned property, especially Civic Center and Library campus
- All parks and open areas with athletic fields. Little league fields. Twin creeks
- Smoking is fast becoming a non-issue. Don't beat a dead horse.
- 20-feet from businesses that are for children (e.g. schools and parks, clinics and hospitals)
- yes public parks where children play
- Smoking should be permitted only in designated, well-ventilated areas which are not ventilated into public areas or onto public roads/sidewalks
- Children's play areas in public parks
- 20 feet from playground structures.
- downtown on Murphy street as you cannot be 20 ft from any business door without being within 20 ft of another
- Any enclosed spaces.
- Parks. I know it is currently prohibited but it is not enforced as I can often see people smoke in the parks.
- All public areas, indoors or outdoors.
- Smoking should be prohibited in all public areas including parking lots of stores and public parking, hospital grounds, school and university grounds, parks, grocery store parking lots, public sidewalks, etc.
- Buffer zones around schools, day care centers, home based day care.
- Bus stops should have the 20 ft rule as well.
- Parks, all areas of the library including the parking lot. School property. Many of these areas are already designated as non-smoking areas but there is no enforcement.
- parks,
- stadiums, bleachers
- Parks where children play, schools, in national parks (where it is a fire hazard as well as unfair to people with asthma, allergies, or are immune compromised to go outdoors to escape city pollution and end up hiking/camping with smokers).
- Any public places. Park and parking lot.
- parks within 20 feet of play ground equipment or sports fields
- Yes, but this doesn't have to be done all at once. Drive down smoking by making it harder to buy cigarettes, more expensive to buy cigarettes, and reducing places to smoke.

- Parks and school grounds
- bus stops
- parks
- Public sidewalks
- Please ban smoking from all outdoor public areas.
- Parks, specifically in picnic areas or near restrooms.
- Downtown events such as Wednesday night rock and Saturday night Jazz.
- Parks should be enjoyed without smoke
- Inside public buildings or enclosed courtyards. I believe this is already in place.
- bus stops, train stations.
- Any areas that is not completely private to the smoker.
- All public places such as parks, libraries
- Indoors
- anywhere youth sports are played.
- Everywhere.
- Parks, shopping strips, shopping malls
- live concerts downtown
- Parks, Caltrain stations, and parking lots.
- any and all events. This would include music events downtown, wine and craft shows, farmers markets, etc.
- Wherever children are present. All public areas.
- Yes- at the Farmer's market - along sidewalks as well as down the middle of the street.
- Everywhere ;)
- patios in condo complexes
- At parks, playgrounds, and near schools -- any area where children might be exposed unnecessarily.
- anywhere outdoor seriously! It is a pain to walk in the evenings and inhale the bad stuff
- Around playgrounds in parks.
- Parks
- Bus Station, Bus Pickup areas
- Farmers market
- On trails
- In the parks, same issue with cigarette butts on the ground being a fire and safety hazard for kids.
- All smoking should be banned on Murphy Street considering all of the outdoor dining patios and various community events!
- Public parks, schools
- VTA bus stops
- Anywhere frequented by children & pregnant women, or areas that general public can't avoid such as on sidewalks, etc.
- every place that you share with other citizens, who are subject to second hand smoke.
- City parks, especially areas where children are present
- Any nature trails or multi-use paths
- Everywhere
- stop trying to control people's lives - what happened to freedom?
- Around picnic tables and playgrounds in city parks
- any areas that are where people gather.
- City parks, trails, schools, bus stops, city events (downtown music, farmer's market, art &

wine festival, Hands on the Arts, etc.)

- If not already covered, then outside City office / establishments (e.g. outside public library)
- public areas like parks, tennis courts.
- Publicly held private spaces where the smoke cannot be separated from those who are affected by it (2nd hand smoke).
- All public areas, including sidewalks, etc.
- Anywhere near the Library -- entrance, patio, etc.
- Choose areas where there is little traffic and possibly no kids.
- Smoking should be prohibited in all areas except smoking lounges (<http://goo.gl/tljPIS>)
- Public parks and trails.
- Similar to the Mountain View anti-smoking ordinance
- I think Mobile Home Parks should be included with the multi housing as the houses are in very close proximity to one another.
- I would prefer no smoking anywhere!
- Parks, but I think there's already a no smoking there
- Everywhere possible
- The library entrance. It's never enforced and people smoke there all the time. :(
- all parks in Sunnyvale, in front of the library
- Any smoking provision should, yet again, be done with care as to not be used to marginalize already marginalized people.
- streets of the city.
- All public schools, parks / recreation facilities, transit stops.
- smoking should be prohibited within 50 feet of other people in public
- On Murphy Street during the Wednesday and Saturday evening concerts downtown. I hate it when you're trying to eat your dinner outdoors and people all around you are smoking. I think I even questioned a city employee in 2014 if it was allowed or not.
- Street fairs, Murphy Avenue summer festivals.
- Farmers markets
- Everywhere. Especially around grocery stores and shopping malls areas. It is not fun to walk through the employee smoking area to enter a store
- Single Family homes when their windows / doors are even slightly open, and when their second hand smoke enters adjacent neighbor's property.
- All locations where cigarette smoke may reach non-smokers, e.g. bus stops and sidewalks.
- Public Parks, Swimming Pools, Library, Community Center, Schools and the areas near them
- Smoking should be prohibited anywhere anyone breathes.
- All public
- Public areas, especially parks and other family gathering areas.
- Public parks
- Smoking in the presence of children should be prohibited. This includes parents walking with children, or adults driving in a car with children.
- In cars, the drive thru, drive in, parking lots
- Public parks. Anywhere that kids/babies frequent.
- Once upon a time in this country a person was at liberty to be left alone in his/her own private space. As we crowd together some people complain. Today it's tobacco smoke. Will tomorrow bring us limits on cooking red meat? Or fish? Maybe garlic and onions ought be prohibited. Where do we draw the line? People so sensitive that odors from a unit with all windows closed should not be living in multi-unit housing. Their problem, not everyone else's.

- City parks
- Parks and schools inside and outside
- On public sidewalks near essential services such as hospitals and medical offices, post offices, grocery stores, banks & schools.
- Parks
 - in common area outside main library entrance, in commonly used entrance areas for medical facilities.
 - Parks where children play
 - schools, day care, anywhere else with small children
 - parks, store fronts, playgrounds, schools
 - should only be allowed in closed cars and in single family dwellings.
 - areas where kids are - daycare, playgrounds
 - In the waiting areas of restaurants (even if those are outside and more than 20ft long).
 - Public parks come to mind, or is that already not allowed?
- Bus stops
 - parking structures, certain areas in the parks such as 50' around children play structures, and bus stops
- Places where people stand in line (e.g. bus stops, ticket lines, etc).
- The whole city
- City sponsored events, Murphy St, Caltrain station, business parking lot.
- In all public areas
- Smoking should be prohibited wherever possible.
- Murphy Avenue & Parks
 - Smoking should also be prohibited in public parks, sporting venues, pools, etc.
- I know Sunnyvale would probably never be smoke free, but it would be my dream. And, I was born and raised here, as was my mom.
- Hotel and Motel property. No smoking in Parking Lots. Smoke enters cars.
- I believe all outdoor public and shared areas should prohibit smoking
- farther away than 20ft. from all schools and health facilities, bus stops
- near schools and libraries
- EVERYWHERE!!!
- City parks, especially near children's play areas.
- Downtown Sunnyvale (Murphy Street), anywhere near the train station, any plaza or business complex (including parking lots)
- Medical facilities or campus
- playgrounds, school yards, near schools, and include e-cigs as well
- Everywhere. Sunnyvale would be fantastic as a smoke free city.
- train station waiting area
- Smokers should stay in a contained area to limit the amount of second hand smoke exposure to all, even in residential areas.
- Public parks. Litter from cigarette butts is pervasive, unhealthy, and annoying.
- I would love to ban smoking all together - I'm sick of breathing smoke and seeing cig. butts littered everywhere.
- Single family homes, backyards, and sidewalks.
- Anywhere near parks, schools, dogparks
- At bus stops and light rail stops. And it needs to be enforced.
- sidewalks
- city parks

- Parks near eating areas like BBQ and tables
- Sunnyvale city should be a smoke free city and be an example to other cities in the US. City drains get clogged, more work for public utilities department, environmental hazed with the millions of tons of undecaying butts.
- Parks, but that has already happened.
- Farmers market, Art & Wine and other outdoor events.
- Any public area where people may stay around for a longer time
- Service lines, outdoor dining, bus stops!
- Yes. Childcare facilities.
- parks, shopping malls, public areas
- Anywhere near city-owned buildings.
- Parks and other outdoor spaces where children tend to frequent
- parks, childrens playgrounds
- parks and playgrounds where children play. Parking lots
- city parks picnic areas
- Everywhere
- All places open to the public.
- Open windows of automobiles. Very tormenting when sitting behind an auto at a stop light.
- Enforce the existing laws regarding littering with ashes and cigarette butts.
- parks
- Any public area
- Only locations that don't impact others. Locations with prevalent winds that don't go toward people.
- Parks, parking lots, and all public areas where people gather
- Any area open to the public and any location that is not a single family non-attached private structure should not allow smoking of any kind.
- Cupertino, Palo Alto, San Jose, Mountain View, San Francisco, Los Gatos, Campbell, Santa Clara
- 100% Ban on smoking
- Any area that can hold two or more people.
- Smoking in parks is not enforced.
- The most frequently discriminated against are smokers and people who are overweight.
- inside cars with non-smoking passengers, or with children riding in them
- If the city allows alcohol to be sold or bought within it's limits then the city must allow tobacco to be sold and used
- I think society has an obligation to protect people (children) who are frequently exposed without consent to the devastating health effects of cigarette smoke. I don't know what this looks like from a legal perspective, however.
- parks, pool areas, gardens, camping sites, schools, playgrounds, tennis courts, basketball courts, hospitals, medical clinics, doctor/dental offices
- near any cycling or recreational/gym locations. Nothing worse than getting a lungful of smoke after a long bike ride or workout.
- Bus stops, bus shelters
- All public spaces.
- Mobile home parks with housing so close. Stores and shopping areas outdoors.
- Parks, Playgrounds, Farmers Market

8. Provide any additional comments.

Answered: 114; Skipped: 233

- While I don't smoke, I'm sympathetic to those that do. It's a very hard habit to break. So while I think the public has a right to not be subject to unwanted smoke, we need to do something to provide alternatives for those that do smoke. Having designated places will help to eliminate the temptation to break the "rules" and also reduce conflict over this habit.
- As a former smoker, I understand how relaxing it is after a meal or when drinking and I do not have the zeal of the newly converted (i.e. fear of backsliding). Smoking is still a legally permitted activity so if the right to smoke outdoors is taken away then offsetting "smoking permitted" locations need to be established. You can not tell the smokers to simply go to Santa Clara if they want to light up and you cannot discriminate in this regard against apartment dwellers compared to single-family homeowners.
- used to smoke
- Don't turn Sunnyvale into San Francisco.
- Even as a non smoker...I refuse to jump on this hysterical bandwagon, and burn smokers at the stake...I have not been around smokers in this city that are not really trying to avoid contact with other people...I think the city would be better served if they were more concerned with traffic issues!!!!!!!!!!!!!!!!!!!!!!!!!!!!
- In addition to setting up new areas prohibiting smoking, the city should enforce the rules of non-smoking in public areas like parks. I often see people smoking in my neighborhood part (Washington Park). Calling police for that seems a weird idea, and I do not want to confront them myself, it ends up to be a rule that gets no respect.
- I thank my parents for the upbringing
- I am an ex-smoker
- Certainly by now everyone is aware of the adverse effects of smoking on both the smoker and those who inhale the second hand smoke. To me cigarettes are no different than guns - both can be lethal and should be prohibited. Many smokers throw their cigarette butts out the windows of their cars and cause disgusting litter and can cause fires, especially with all the dry vegetation along the roadsides. Please do whatever you can to limit if not eliminate smoking in ALL public areas and any area where other people are breathing.
- I just quit smoking and appreciate not smelling the smoke everywhere I go. I want my daughter to grow up in a smoke free environment.
- Some people, like me, are quite allergic to tobacco smoke. It's not just the risk of long-term health problems; the problem comes on immediately. Just as we don't serve peanuts on airplanes anymore due to the danger to someone with a peanut allergy, we need to provide people with tobacco smoke allergies with some measure of protection.
- Smoking is a known health hazard and it should be actively discouraged. The county health department should spend some money on campaigns for residents to stop smoking for everyone's health. Also, the littering of cigarette butts along roads and sidewalks is disgusting. There should also be a campaign to educate and shame smokers into not dropping their butts and polluting our environment.
- My parents and sister smoked and it caused them health issues, and I suffered migraines any time I was around them. I cannot visit my family in NC because of the smoking allowed everywhere! Travel is challenging and limited due to the health issues I encounter when some other person's addiction is allowed.
- Thank you for restricting and deterring smoking.
- Thank you very much for Sunnyvale is taking steps for cleaner and healthier city. Old law are made when tobacco's effect was not known public.

- We need update for now and future.
- Simple question is that do you want your children or grandchildren smoke.
- Many smokers throw away garbage after they've done. Most of the case, it has fire. It is very bad manner and dangerous especially in drought.
- Electronic cigarette must be considered as cigarette.
- Thank you.
- This smoking issue is to big brother like. Enough trying to control people!
- People with asthma can be highly sensitive to smoke and so should be able to go about their business without having to be exposed to smoke. Children should also be protected from smoke.
- I hope by smoking you mean ALL smoking not just cigarette smoking. A lot of smoke free apartment complexes have hard time enforcing the no smoking rule because of medicinal marijuana smokers.
- I think that the only place people should be allowed to smoke is inside their own private residence or personal car with the windows all closed. Also, no smoking outside if the smoke can drift to a public area or another residence, so not in a back yard if it drifts to another back yard.
- If I had my way, my family and I would never have to breath second hand smoke no matter where we were in Sunnyvale.
- I believe smokers should have the right to smoke outside (non-enclosed areas). It is my understanding that the laws limiting smoking from enclosed areas is to protect people from contracting disease associated with second-hand smoke. In unenclosed areas, I believe the risk of second-hand smoke is relatively small.
- Rather than spending our tax dollars to single out smokers who are already required to smoke outside, why not spend it on tighter controls to protect citizens from more dangerous issues such as limiting the places citizens can carry handguns.
- Ex smoker.
- Stop the paranoia!
- Smoking is an unhealthy habit.
- Most smokers are aware of how non-smokers do not like second hand smoke and are considerate. However, there will always be those that could care less. Second hand smoke is a nuisance and a health risk that can not be ignored. We need to insure that those of us that don't want to breath second hand smoke can enjoy public events without this menace.
- Can we just provide places where people are allowed? What is driving this? What are the enforcement mechanisms?
- I would prefer some regulation in multi-family dwellings where a person could smoke outside their home, but would have to move or stop if the neighbor complained - that allows people to smoke if they want to, but allows the sensitive parts of the population to avoid impact. I'm less concerned about the neighborhood pot smokers, partially because they tend to generate less smoke per person per day. I like the idea of a person in a shared household (renting a room, unrelated renters, family with adult children) having the option to bring in a smoker (and help cover housing costs) but provide a mechanism to smoke outside in some way.
- As much as I don't like smoking, I think that effectively banning smokers from the city isn't good policy.
- Setting a fixed distance from a doorway often results in a semicircle of smokers just out of legal range, but non-smokers have to still walk through that to get into or out of the building.
- Most smokers are aware of non smokers rights, and are polite if they are in a public area. PLEASE, we have plenty of laws..... NO MORE!!!!!!!!!!!!!!

- I try to be polite, never smoke upwind of others, but second-hand cigarette smoke is far less toxic than the gasoline fumes from passing cars...
- (Don't believe me? Let's each go into a tightly closed one-car garage; you let the car idle for an hour, I'll chain-smoke for an hour. We'll see who walks out alive...)
- I have an auto-immune disease and should not have to be exposed to toxins and chemicals by second hand smoke.
- I don't smoke. I despise smoking and smokers. But I will fight for their right to smoke because we live in America, where everyone has the right to pursue happiness.
- Sunnyvale has more important things to do than enforcing "No-Smoking" rules on the SMALL NUMBER of people who still smoke.
- It is important to have signs to notify people of the law once its implemented in a new area. The signs should be posted in spots where people most commonly smoked in the past.
- It is amazing how one cigarette from a driver at the front of a line of stopped cars can pollute the air for the next 6 cars' drivers behind it. I often don't eat at restaurants outside because of the high probability of someone walking by smoking which would ruin the taste of my food. I do believe that there should be approved areas for smokes much like you would find in Disneyland - away from the general population but comfortable/inviting for them.
- I have never smoked in my life and personally think it's disgusting, especially as a healthcare provider. It's not my fault that others who do smoke picked up that habit, it should affect me or my family's health.
- Used to smoke heavily. Paying a price now. Not a rabid anti-smoker, but it really interferes with my enjoyment of life (or food!:) to be in a cloud of 2nd hand smoke.
- I smoked for about 20 years. I would walk away from people when I smoked so that neither them or I ended up smelling of smoke. The only places I smoked inside was at bars and once in a while on long flights (yes, this clearly dates me). I grew up in NY, where the smoking was out of control, and recall vacations to CA and being wildly impressed with the absence of smoking inside restaurants. I quit smoking over 10 years ago, I don't hate smokers but I don't feel they have a right to smoke where it causes me or my family to inhale it, smell like it or step over it. I am thankful my kids view it as dirty and disgusting.
- All smoking should be banned on Murphy Street considering all of the outdoor dining patios and various community events!
- It is hard to exclude smokers, however, the health problems of second hand smoke are too numerous to ignore. Having family with asthma and allergies I am very sensitive to the impact of passing a smoker on the street or in a public venue. Would also like to see effort made to limit marketing & sales, and increase education to teens for cigarettes and e-cigs.
- Leave people alone - too much intrusion and rules and regulations already!
- yay! Please ban smoking at restaurant doors. I hate choking on smoke when I'm trying to enjoy and expensive meal.
- Some people are allergic to the smoke and others are medically unable to be around smoke. Why should the majority suffer for the minority?
- Smoking is a bad habit that can cause many negative health effects not only to the smoker, but also to those in the space where the smoke is present or has been present (residue). Those who choose to smoke should have the courtesy to do so where it does not have a negative effect on others. Cities however, should not make decisions about smoking beyond their normal scope.
- Being an ex-smoker I am very opinionated! However, smoking is very offensive to me and I believe harmful
- I quit smoking over two years ago, and still understand how difficult it is to beat addiction. Instead of over-regulating smoking in private residences, make it more difficult to smoke in or around public areas like restaurants, make the citation fee/fine low, and put that revenue

toward helping smokers become former smokers. Don't punish people for smoking in their own homes, multi-family or not--it will cause people to leave Sunnyvale and take their much needed tax money away, too.

- I have not noticed smoking being a serious problem in Sunnyvale public spaces, and I hate the smell and health hazard. I think it is inappropriate for the city to forbid people renting their homes to smoke in the privacy of their own homes.
- This is a matter of public health. Please act decisively and quickly.
- Used to smoke but have quit 6 years ago
- Smoking is injurious to health. I would like to prevent poor health choices made by some people to affect others like my 2 year old son. I'd recommend creating special areas for smoking like they have in European airports (<http://goo.gl/tljPIS>)
- I smoked for 30 years and wish I hadn't. There's no question that it's a health hazard. Kids, especially, should not have to breathe smoke.
- I do not smoke. I enjoy freedoms and liberty that you have no right to take away from property owners with your nanny state laws. Adults can make better decisions for themselves than government ever can. Smoking is not a problem in Sunnyvale.
- I understand that smokers and non-smokers all have rights. I don't think non-smokers and especially children should be subjected to cancer causing second hand smoke. In my opinion the non-smokers rights in this case outweigh the rights of a smoker.
- It should be up to property owners rather than the city to decide each's own smoking policy.
- Prohibiting it but not enforcing it is not really very useful.
- Any smoking regulation should be done with extreme care, as it can have direct and drastic negative impact on the poorest among us, those who can't get the aid to quit. Forcing people not to smoke in their own homes does not make them quit, it more of makes them leave; this should not be done as to not hurt the diversity of Sunnyvale. I personally move to Sunnyvale because of its greater diversity than Mountain View and I don't want to see that hurt.
- Please include electronic cigarette devices into the "smoking" regulations. The exhaust vapor is not free of contaminants.
- Butt out! The government is not my mother; it should stop trying to behave like it is. The burning desire of busybodies to regulate private behavior reminds me of Mencken's definition of Puritanism: "the haunting fear that someone, somewhere, may be happy."
- I would love to see our city implement fair smoking rules that protect those in and around their homes, in particular multi-tenant condo complexes -- we own our condo and desperately need these regulations. Our HOA does not want the responsibility of dealing with smoking and prefers to defer to the city and police who cannot do anything. It has been very difficult for us to live next to inconsiderate smokers who smoke directly beneath our bedroom windows. We need your help and are so thrilled you are addressing this issue!
- I'm happy to say that I finally quit on 01/21/2004, but unfortunately I was diagnosed with both COPD and Sleep Apnea in 2008. I always hope and pray that I am never diagnosed with lung cancer.
- Since my family and I do not smoke, we would love every where to be smoke free. However, people should be able to smoke outside their home, work area, and when they go out.
- This is a WRONG question!!!! A better question is to ask: Do you think it is a civil right to breathe smoke free air on your private property? Does it really matter asking "Do you smoke?" What does matter is taking away the RIGHT to breathe clean air, to thrive in a happy, healthy, and thriving environment!!!
- I would like vaping to be considered separately from Smoking, to encourage vaping as a safer alternative. I don't smoke, but I have encouraged my husband to vape instead as it doesn't affect my asthma the way his smoking does.

- Should consider to prohibit smoking (any kind of smoking) in areas where there are children around.
- Prefer Sunnyvale becomes a leader and bans all tobacco and ecigarettes within City of Sunnyvale!!
- I often have to close the windows to my home when people are outside smoking (I live on a heavily traveled street) or neighbors have guests, etc. Cigarette butts are a HUGE source of litter, too. I all for banning smoking where ever possible.
- I live with my elderly mother (81) who chain smokes in the house and I cannot stand it. I grew up with 2 parents who smoked. I'm so sensitive to smoke it really makes me sick, anywhere I smell it. I don't feel I should have to wear a mask everywhere. Prohibit smoking in all public places! That should also alleviate messy cigarette butt garbage in streets, parking lots & sidewalks.
- Being asthmatic, my wife is terribly sensitive to cigarette smoke.
- I object to the rapidly diminishing boundaries where people can be left alone from busybodies and complainers. Look, if you or someone in your family has an illness most of us will make reasonable attempts to accommodate. Reasonable ones. If the sensitivity is so bad you're uncomfortable with odors or byproducts from neighbors even when they're closed up tight, perhaps you need to move to a single unit or a filtered room. It would be just as unreasonable if you were allergic to, say onions to expect ALL of your neighbors to forever remove onions from their dining and cooking. That is not their problem it is yours. You deal with it.
- Stopped smoking over 35 years ago
- I breathe my neighbors' smoke in my condominium home next to Sunnyvale.
- Thank you for providing Sunnyvale residents with the opportunity to express our views on this polarizing subject which affects more than just the smoker and for taking on the challenge of trying to make our city as healthy as possible for everyone.
- All great ideas, but I suspect that there will be zero enforcement of these new statutes. If there is no real plans to enforce these changes, then this will be a waste of the council's time and the city's money.
- Smoking is an addiction that we should not enable
- Excellent, very forward thinking plan!
- Data is very clear on the harmful affects of cigarette smoke. It should not be allowed in public areas that can affect other areas. Sunnyvale should become a leader in this. No other harmful behavior of such magnitude would ever be allowed in public.
- Sorry to the smokers. Sure, they have a right to smoke, but even when they are outside, it impacts me. The smoke travels thru windows and doors and I was in downtown Svale last Wednesday night for the summer series event and had to leave 3 areas because of smokers. 2 were outdoor dining areas, and one was down at the corner where a pack of smokers were standing.....I had to walk thru it and started gagging. Sorry - but I prefer a smoke free city - no smoking anywhere! I realize that would never happen. :(
- Ex smoker. I thing using vapers is dangerous like sigs.
- It is truly amazing to me that Sunnyvale, in this year of 2015, still allows people to smoke on Murphy Avenue. This is not a very progressive city when it comes to health and comfort issues. I have lived here for 21 yrs and it embarrasses me to take visitors over to Murphy on a Friday/Saturday night due to all the smokers lining the street. It's crazy to see this in the heart of Silicon Valley.
- There isn't any reason why Sunnyvale could not institute even stricter policy on smoking since it demonstrated superior capability to enact extremely strict gun laws.
- I think a concerted effort should be made to stop smokers from tossing their cigarette butts everywhere as well.

- Sunnyvale has an opportunity to create a healthy welcoming environment along Murphy Street by enforcing no smoking. There has been an increase in the number of smoke shops, hookah and e-cig shops which fosters the belief Sunnyvale doesn't care about smoking. Many residents travel to Mt View or Los Altos to dine as there is less outdoor smoking. Sunnyvale also received a "D" grading, compared to other local cities because of the lack of action to restrict exposure to smoke. I hope strong action will come from this survey to bring healthy changes to our downtown.
- Stop making laws to enforce what should be handled by common courtesy.
- If you do pass this law, allow bystanders to enforce using squirt guns on the offenders.
- I strongly dislike cigarette smoke, and at first I thought I'd skip this survey since I haven't been bothered by it recently, but then I caught a whiff in a public location the other day and decided I should actually take the survey.
- I'm allergic to cigarette smoke. I also despise the smell. If we can't ban it totally it needs to be relegated to away from any place the general public would have need to go. I think your proposed list covers most of it. I'm fortunate not to live in a multi-family, but anyone claiming the smoke in their unit doesn't get into other units is lying (or totally naive). If people want to smoke and kill themselves, fine, but they have zero right to infect their smoke and odor on me if I'm trying to go somewhere. I'm not sure how you ban smoker reek on people/clothes after they smoke and come inside, but that would sure be nice too.
- Smoking is a horrible habit - it stinks, it is unhealthy for anyone near it, and smokers should not have the right to pollute everyone else's air.
- I wish something could be done about cigarette butts thrown away on sidewalks or streets next to sidewalks. I don't think people consider that littering, but it is disgusting. Thanks.
- P.S. Some signs reminding people to NOT LITTER all over Sunnyvale would be a good idea too.
- I am extremely sensitive to second-hand smoke and cannot be around it. I immediately start sneezing, coughing and my eyes get red and tear. It is so horrible to not be able to escape second-hand smoke when waiting for the bus or light rail or in parking lots/ other public places.
- In my area we have a few large apartment buildings and people stand around on sidewalks and smoke and then they just drop them on the ground. In some cases they drop in front of drains that say it goes to the bay. I see hundreds of butts on sidewalks, I think apartment managers should have someone clean up this mess.
- Thank you for considering more smoke-free areas in Sunnyvale. It feels great when you breathe fresh air and so horrible when you are struggling to catch a clean breath.
- Smoking should be banned in areas where the public gathers, such as outdoor restaurant seating and courtyards. If someone wants to smoke in front of or close to their home, where others won't be affected, that should be permitted.
- Please protect our resident and employee rights to breathe smoke-free air.
- Please make sure that the scope of this study includes "vaping" which many vape / electronic cigarette / electronic vaporizer users do not consider smoking. Also, there needs to be some considerations for those persons with legitimate medical marijuana needs so their smoking does not override the nonsmoking rights of others, especially in common area spaces and multi-family housing.
- Along with these prohibitions if they are passed, it would be helpful to smokers to offer subsidized help in getting out of the habit so as to not frustrate them. This would lead to their better health too.
- Need to clarify to say that windows are able to be open (as part of the designation "near window").
- As a society we need to do as much as possible to reduce smoking, for everyone's benefit,

including the smoker.

- I have seen special rooms constructed in airports for those who choose to smoke. The idea seemed reasonable and fair. A glassed-in, sealed room where people could smoke and all of the toxic air was contained to only those who chose to enter. I'm not sure how the HVAC managed all those carcinogens, but it was not recirculated back into the terminal. People in the rest of the terminal were not exposed, and the smokers were able to feed their addiction. Providing some sort of closed-off/sealed smoke room could be an answer to providing a non-toxic environment for the majority of the population who are concerned about their health.
- If a smoker offends me I can ask him to move away, or I can move away.
- I pray that a law is passed to prohibit smoking in apartment communities. I have lived in my apt. community for over 10 years and smokers smoking on their balconies is a big problem. The smoke comes into my apartment and it is so unfair because I have my windows open on a hot day or I just want to air out my place and am forced to breathe in the cancer causing smoke.
- It is good policy to ban smoking in public areas and to limit the exposure to second-hand smoke, a known carcinogen, or cancer-causing agent.
- Businesses or HOAs in the case of multifamily complexes should make this decision themselves, not a governmental agency.
- In this day and age, I'm surprised that this issue is still being debated. There is no debate about the fact that smoking is harmful to the health of the smoker and to everyone in their vicinity, even long after they've finished smoking. This is an obvious situation where regulation is needed for the greater good, at the expense of a few individuals who don't fully consider the effects of their smoking on those around them. If those individuals wish to harm their own health, so be it, but they should not be allowed to affect the health of those around them.
- I have bad allergies to smoke, to the point where I can get migraines. I understand that I am more sensitive than most, but firmly stand by all my answers and I believe that no one person's actions should harm or bother another's.
- People smoke across the street from our office. The afternoon breeze blows the smoke directly into our office. Cigarette butts go from the gutters to the storm drains.
- Please also ban the wood fires people have in their fire places during the winter. That smoke is even more toxic than the cigarette smoke.
- The effects of second-hand smoke are clearly documented. Non-smokers should not be subjected to second-hand smoke.
- smoking is known hazard to health and to me it impacts adjacent property owners rights to clean air. Cigarette butts are huge litter problem.
- Smoking is a terrible addiction that pollutes the immediate air space of all; and presents a fire hazard whether indoors or outdoors. I would like to see more smoke free areas so that we can enjoy our community without the hazards of second hand smoke and fire risk.
- I am grateful to be an ex-smoker for over 10 years.
- Please put an end into this battle. My daughter is 7 years old and I have been fighting this battle since I was pregnant. Children has no rights to say no to smoke. We have rights to say no to smoke because it is dangerous to our family's health and safety. Murphy avenue is very disappointing with smoke and bars.
- In full agreement with bans on businesses, stores, etc and even on bans outside of same but when you start to ban smoking from people's residence either apartments, condos, etc including walkways and the like, it reeks of gov't overkill. Smokers have been banned from almost all public places, let's not take away their rights in or about their residence
- Why do some lifelong smokers never get lung cancer, and others Who don't smoke end up

getting it? How much secondhand smoke does a nonsmoker get anyway? Who says smoking cigarettes is so bad? Science study at least there are 5 health benefits of smoking.

- The ATF is a federal organization which regulates the use alcohol, tobacco and firearms in the USA. The federal government collects the tax revenue for the sale and use of all three and therefore promotes the use of all three products. Local governments may restrict the use in certain areas but by no means has the authority to prohibit these products use, That would be a violation of one's Constitutional Rights
- I've smoked in the past. I'm not a temperance-minded zealot, but I firmly believe that someone's right to smoke doesn't extend into my own nose and lungs.
- Grew up with a father who was a chain smoker and died of cancer (suffocation with the cancer strangling his esophagus). My mother suffered such bad second-hand smoke that her liver tried to shut down. No one benefits from second-hand smoke, and it costs our society in quality of life as well as medical expenses for resolving related illnesses.
- I have a child which makes me worry even more about passive smoking
- I think we've done enough already to punish smokers. Those smokers I know go out of their way to not offend non-smokers. Cigarettes are legal. Let them smoke without further hassles.

Appendix D

Creating Smokefree Multi-Family Housing Survey: Complete Responses

The Sunnyvale Department of Public Safety created a second online survey asking for input on proposed amendments to create smokefree multi-family housing in the city. A total of 182 people responded to the survey between December 18, 2015 – January 6, 2016. Complete responses to survey questions are provided below and are also available online at: <http://peakdemocracy.com/3330>.

2. Do you think smoking should be prohibited in outdoor common areas of multi-family housing, such as walkways, courtyards, pool areas, etc.? (Multi-family housing means housing with more than one residence and includes apartments, duplexes, condominiums, and townhouses.)

Answered: 44; skipped: 138

- residents are smoking on patios, the wind blows the smoke inside the unit.
- BUT I do think there should be a designated area so non smoking tenants can have smoking guests leave their home to smoke. It should be well ventilated and away from other doors and windows and have adequate butt disposal and shelter.
- As long as cigarettes are still legal then common areas outside belong to everyone. If you ban smoking outside, then you need to ban the smell of Kurri which makes people sick as it does me.
- while I would like it- what do you do with all the smokers currently living in the complex? tell them to smoke in their cars? I'm ok with smoking on decks as long as the neighbors don't complain.
- Nonsmokers should be able to enjoy common areas without smoke
- This should be up to the rental owner (apartments/duplexes) or HOA
- I'm not worried about secondhand smoke in this situation, but it stinks and wafts into open windows where it annoys other people.
- Or some designated area where smoking is allowed.
- It should also be banned inside the units as well since walls and windows are not smoke proof
- Second hand smoking is deadly for everyone, worse for young children
- Second hand smoke is deadly
- Yes, maybe in areas such as pools. I think it is hard to say don't smoke in an outdoor walk way. We now want to say a person can't walk and smoke. I am not a fan of cigarettes, but they are still legal.
- Smoke follows the wind direction and it can be blown into people's apartments through windows and air intake. Smoking should be banned in common areas.
- Adult smoking is not an appropriate topic for city regulations, if apartment owners or HOAs would like to take this action let them. It's not your place to enforce your will on everyone.
- On hot days, I have my windows open. If my neighbor smokes on his balcony, it blows into my living room. Not okay.
- There are enough smoking restrictions already.
- except a designated smoking area (if it has sufficient separation from other areas)
- my child has asthma.

- Some people have allergies and asthma or strong reaction to tobacco smoke so these areas should be kept open and accessible to them.
 - See reason below.
 - Definitely!
 - Yes, I'm an educator and trying to be a voice for children.
 - and not underneath peoples windows
 - second hand smoke is terrible
 - Smoke lingers and people are exposed to it. Not safe
 - We share the walkways, the pool, etc. Most importantly, we share the air. I can't choose to stop breathing because someone needs nicotine. I also have a kind of allergic reaction, which from my understanding is not uncommon.
 - Lived in apartments until buying our home, and had to put up with smoke. ughh..
 - A neighbor smokes outside his unit. I can smell it, and I don't like it.
 - It should be up to the property owner, but prospective residents should know the policy in advance.
 - Do not restrict freedom too much
 - Cigarette smoke is very pervasive and offensive. You can't control where it blows and one person can ruin many units' air just by walking by.
 - smoking drifts from one house towards the next, and goes in open windows.
 - I think it should be up to the individual multi-family housing property (e.g. the HOA of a condo complex)
 - Litter, fire hazard and inhalation hazard. Need more reasons to prohibit smoking?
 - I think there should be at a minimum designated areas in which people can smoke.
 - Second hand smoke kills children and pets
 - Even on balconies too.
 - There needs to be an area set aside for smokers so there aren't driven to smoke on the sidewalk.
 - I used to be a smoker, but even then smoking in common areas bothered me.
 - If you ban it from units you need to allow it areas like common areas so there are places for people to smoke.
 - My neighbor smokes and the smoke blows into our front door/Windows every time he's outside, especially in the summer time. I have young children and I am forced to close the door/window even though it's really hot in the summer.
 - Some smokers cannot keep their waste under control and make a mess for everyone with their ashes and butts strewn around.
 - residents should be able to enjoy common areas without health risk.
 - It is good for all the others and including smokers to keep the environment clean.
- 3. Do you think smoking should be prohibited within 20 feet from doors and windows of multi-family housing?**

Answered: 34; skipped: 148

- Yes, as 2nd hand smoke is more dangerous
- I think that smoking should be prohibited further than 20 feet. I can smell cigarette smoke from smokers across the street (Morse Drive).
- 20 feet is not enough. The wind conditions are such that we get the smoke in the unit constantly.
- In my case, this would prevent smoking in my outdoor patio which is adjacent to the neighbors patio/door. Goes both ways so that would be good
- smoke can get still get inside the building from 20ft away. smokes in a line 20 ft from the door can create a curtain of smoke to walk through.
- Again, should be up to the apartment owners or HOA
- Smoking should be prohibited 30 feet from doors and windows.
- Even in single-family homes adjacent neighbor's smoking can be a problem
- Yes, but this is complex. What if my patio is less than 20 feet from someone else's window? Could I still smoke in my own patio. (I think this type of scenario is the difficult situation to solve).
- Adult smoking is not an appropriate topic for city regulations, if apartment owners or HOAs would like to take this action let them. It's not your place to enforce your will on everyone.
- See above - I don't want anyone else's smoke in my living room.
- Unwanted odors are a result of high density housing.
- may need to specify longer distance for downwind
- should be even further. wind blows and i could smell the cigarette smell of my neighbor but there's nothing i can do because he's stands at the 20 feet zone.
- 20 feet might be too short for preventing smoke to getting to 2nd floor an up windows by wind
- People should have freedoms within their units.
- See reason below.
- Absolutely!
- At least 20 feet
- or more
- definitely! smoke wafts into open doors or windows and stinks up the whole house
- Smoke lingers and people are exposed to it. Not safe
- Even farther would be better
- IMO, smoking near nonsmokers can constitute assault; random people coming in and out haven't consented as residents can.
- Smoking is bad under all circumstances. I do not want second hand smoke
- If only this rule was followed now.
- Litter, fire hazard and inhalation hazard. Need more reasons to prohibit smoking?
- Same reason as above
- Especially if window open
- 10 feet. All fireplace, wood burning pits should also be banned in multi family units as that smoke is also highly toxic and frankly makes my lungs seize up. There are fireplaces in some of the units of my complex, if you ban all smoking you should ban all fireplace use and fire pit use as well as that smoke is highly toxic and annoying as well. Just to be fair

- I lived in an apartment and this noxious cloud I had to navigate to get inside did my asthma no good at all!
- residents have the right to breathe clean air in their homes.
- Children live in the community. They deserve to have unpolluted atmosphere around them.
- People ignore this law

4. Do you think smoking should be prohibited inside all units within multi-family housing?

Answered: 52; skipped: 130

- I would like to see this prohibition but would be very concerned with the process of enforcement.
- I want to answer "yes" but it's hard to justify
- We can frequently smell what our neighbors are cooking, even with all windows/doors shut. Smoke would be just as bad, but fortunately we don't have neighbors who smoke.
- I think smoke eating ashtrays and vaping should be the norm but I do not think you can intrude on the smokers' rights in their own home. If your building is so shoddily put together that the insulation and weather stripping allows smoke to drift into other apartments, then you need to fix those issues, this is a sign that you are wasting energy as well because a/c and heating is bleeding through the same areas. Your failure to adhere to the building code and the city's failure to enforce it correctly, is not the smokers' fault.
- What people do in their own home is no ones business but their own...
- How about no-smoking buildings in housing complexes?
- For apartments and condos it could be a problem depending on where the smoke drifts. It is less of an issue for townhouses.
- If they can keep it contained, I still have some fire risk. I would prefer no one smoke indoors, but I have some empathy for smokers. It may make more sense to have the individual complex set some of the rules. It does not have to be entirely driven by the city.
- Why not have specific units that allow smoking, like hotels.
- Don't like the idea of Big Brother telling everyone what to do. As long as the smoke is fully contained within someone's home, I think it should then be up to the HOA or to the owner of the property if an apt.
- Certainly for rental properties this is possible, but not for "owned" homes.
- If common ducting is used, smoke can be delivered to other units, too.
- Too restrictive. And where would these people go and smoke? I go back to my earlier comment - smoking is still legal
- Smoke is observed into walls and carpets so it is in the landlord's interest to keep it smoke free to protect their unit's value and the future tenants' health.
- Adult smoking is not an appropriate topic for city regulations, if apartment owners or HOAs would like to take this action let them. It's not your place to enforce your will on everyone.
- What you do inside your home is your business. If it doesn't impact my quality of life, I don't care.
- Don't create un-enforceable laws, the nanny state should have limits.

- Rental units which allow smoking & units immediately nearby should be marked as such to potential renters; owner should have no restriction on smoking inside their unit
- People should have freedom within their units
- See reason below.
- Most certainly!
- We prohibit smoke inside all our units because it discolors the paint requiring a total wall and ceiling repaint minimally costing \$1200 when they vacate which cannot be deducted from their deposit. Most new tenants, who do not smoke, will smell the smoke in the apartment and will not be willing to rent if the smell is not mitigated prior to showing. This means units will not likely re-rent until it has been vacated and all work is completed to remove all evidence of smoking. This typically results in a significant loss of revenue. For these reasons, there is already ample motivation for landlords to prohibit smoking without any government involvement.
- I think this would have to be a landlord concern...
- When I lived in an apartment, I was very much bothered by the smell of cigarettes coming through walls, and cracks of (closed) windows.
- Smoke is pervasive, particularly in denser housing.
- Most definitely yes. Smoke wafts through open windows or when smoking on their balcony. I've had that situation several times over the years...luckily my neighbors have been understanding when I've brought it to their attention.
- i think this is a great policy. it's tough, but definitely moving in the right direction. people shouldn't be allowed to do things to harm others (smoke).
- As long as the windows are closed so smoke does not travel to the houses/apartments next door.
- Smoke will damage walls, linger in drapes, carpet, etc. It can be a real problem to clean.
- Absolutely. One unit rarely burns without affecting the others. Many people suffer.
- smoke goes through ventilation systems and creeps into other apartments
- It should be OK for someone to smoke inside his/her home.
- It should be up to the property owner, but prospective residents should know the policy in advance, and the owner should be allowed to charge extra detoxification and damage fees.
- Smoking per se is bad. Second hand smoke is also bad.
- If you could contain the smoke to one unit that would be fine but you can't so it should be prohibited.
- Seriously? People who smoke would now have to buy a single-family home in Sunnyvale? So we'd now be effectively charging people a million dollars to smoke?
- Light, occasional smoking may not be a problem. Still, it stinks up the houses. Very hard to enforce, in any case.
- In 2011, an estimated 17,600 smoking-material home structure fires caused 490 civilian deaths (19% of all home structure fire deaths), 1,370 civilian injuries and \$516 million in direct property damage. Ref NFPA.ORG
- Smoking addiction isn't cured by banning within a home; treatment options must be available instead of an outright ban
- As long as it doesn't get through the walls/floors/ceilings what someone does in their own dwelling is their own business and they should be allowed to smoke if they want.
- Exposure to children should be a guiding principle.
- No, but "yes" if any shared airway, such as heating ducts, exist

- Second hand smoke kills
- Smoke passes from one unit to another. It is unfair for non-smokers to have to smell smoke in their unit, that comes in through an adjacent unit. Especially with young children and babies.
- It should up to the property owner to decide if he wants smoking inside a rental dwelling unit.
- The smoke (and smell) do travel in insidious ways.
- In a perfect world
- Limit it to a small percentage of the units then those who want a smoke free zone can move there. We have one of the very few 3 bedroom units... Don't restrict smoking in units that are so limited in number.
- Any fire started by careless smoking will likely affect many units in the building other than that of the smoker!
- units are not sealed. toxic air spreads unit to unit.
- Smoke goes around because they live under one roof.
- You can smell it through the walls and windows/hallways

5. Provide any additional comments.

Answered: 74; Skipped: 108

- Smoking is dangerous to not only smokers but also their family members; specially children
- Especially when any children are present.
- We live in a town house complex. The air conditioning units that are allowed are not the most energy efficient because they can only be installed under patios. That's why we try to cool down the house by opening windows and save energy. Residents in the neighboring unit consistently smoke on their patio in the hours we need the windows open. The smoke gets to the living room, kitchen and bedroom. The smell is pretty strong and it happens almost every day. I think the smoking should be prohibited everywhere in the complex.
- As I answer these questions I imagine a neighbor who is smoking pot, whether it be legally or not. I wouldn't want that smoke wafting over into my home if I have my patio door open.
- a rented unit is still seen as the private residence of the individual inhabiting it. You cannot make a set of laws that remove privacy protection for a group of people. If smoke is being smelled or seen in neighboring units make the building owner bring the building up to code on insulation and weather stripping and no shared ducts. (I don't want to smell your smoke, your perfume or your horrifying kitchen experiments, if I can smell any of that, the building cheated a code somewhere)
- Who lived in the unit first? If it was a smoker, then the landlord needs to tell new tenants there are smokers in the building.
- I, too suffered from the second-hand smoke of neighbors in the apartment building where I lived. I would hate to have to do that again, especially as I grow older.
- On the rare occasion I have issues with smoke from others it's generally been from a contractor working on my neighbor's house who smokes while walking past my unit. I don't see how you would notify or enforce a nonsmoking policy with occasional visitors like that. Otherwise these areas they are walking through are quasi-public areas even if

privately owned.

- These guidelines should provide a scenario for the existing smokers who have high transaction costs to move. While I would prefer that there be no tobacco smokers at all, they do exist and banning them from town seems extreme while not addressing their addiction. I have non-smoking home, but if the smokers visit, they have to smoke outside. Its somewhat inconsistent, but I prefer the pot smokers over the tobacco smokers. I would like to see some system to notify incoming residents (owners, residents) whether a smoker or a smoke sensitive person resides nearby- give precedence to the person already there if they so declare. Restrict smoke in common areas with lots of people (pool, courtyards walkway) - but allow it in less populated places (on your own deck?) if no one objects. Harder to enforce, but a better balance. What do you do about people who are living in a fixed income, own their own place and smoke ?
- Very supportive of reducing smoke in multi-family housing. Saves money and lives.
- First, let me say I find the smell of smoke offensive. I grew up in the 50's and 60's. There wasn't a place you could go where there wasn't cigarette smoke, yet we all survived and thrived (we had less health issues than children today). While there is no disputing smoking is harmful to your health, prohibiting smoking in your own home (if it's not single family) or not being able to smoke in your own back yard or balcony is going too far. In some multiunits like ours, a 20 foot restriction would effectively ban smoking altogether.
- Nothing was more irritating on a lovely summer evening enjoying a nice breeze through my sliding doors or windows than for someone on the sidewalk below or a lower level apt. to light up and stand outside. This required me to either shut the doors and windows or run a fan pointed at the door to send the smoke outside. I don't think it will cause me health issues in that amount, but it surely creates a great deal of annoyance. The smoker is allowed to "enjoy" smoking, but the other residents have their environment polluted. If multi-family homes with limited outdoor space are allowing outdoor smoking, it should be located away from other residences and either filtered or blown away from the homes.
- Second hand smoke has been proven to cause lung cancer, and no one should be forced to be exposed to it where they live.
- smokers have rights to smoke, sure, but not when it can hurt others in the process as well. Multi family units are notorious for smoking within short distance from kids even from their own family members
- The dangers of second hand smoke have been clearly documented.
- Smoking and second hand smoke is a health issue for our society. If we are to have a healthy society, people need to be smoke-free by choice. While I don't like these sorts of rules, in general, our smoking population has not been accommodating to non-smokers and children. This helps the non-smoking majority on a public health issue.
- Smoking is horrible for health. Why should non-smokers be subject to toxic air and pay for the cost of cigarette butt removal. Many people suffer because of a nasty habit of smokers. We need much stricter laws against smokers
- It's mostly about the health of kids.
- This is a difficult issue. I don't like smoking or having to smell smoke from cigarettes. However, if we over restrict where people smoke - where are they going to go? Is this a back door mechanism to eliminate smoking?
- Please take a tough stance on non-smoking initiatives. Smoking is so bad for health and no one should have to suffer because of the actions of smokers. It really smells

bad.

- It's a fine line to tread, protecting my rights to clean air without infringing others' rights to enjoy their own living space. I believe that banning smoking outdoors will adequately preserve my rights without unfairly infringing theirs.
- This idea is a waste of time. Sunnyvale has more important problems to solve, fix the traffic, access to healthcare and downtown problems first.
- It's important to allocate reasonable smoking areas, and to educate smokers about non-smokers with allergies/etc.. If a smoker doesn't understand they're causing an asthma attack in someone across the street, they have no reason to change their behavior.
- Residents deserve clean air.
- The regulation shall consider spaces that might comply with distance but might be affected by environment conditions: specially wind.
- Where neighbors have the option and ability to close windows, doors etc. home owners should have the right to smoke on their own property, including exclusive use common areas, such as patios.

In common areas where other residents do not have the option to block or avoid second hand smoke in order to enjoy the area then smoking should be prohibited in those areas.

Home owners may have purchased their home based on the ability to smoke on their own property and should not be discriminated against or forced to relocate because of their life style choice.

- The Federal Government endorses smoking and the use of alcohol. They also promote the ownership of firearms. Tax revenue is collected on alcohol and tobacco. The ATF was established to monitor and ensure that regulations are adhered to for the sale and use of tobacco. Therefore I also endorse the use of these products. And I oppose any restrictions in regards to where smoking is to be allowed. Of course common sense tells you that eating establishments, near infants or within a public gathering place such as movie theaters, indoor shopping facilities, etc.,etc. are not places one should engage in cigarette use. To consider placing a ban on cigarette use in or on property that is partially owned or rented or fully owned is violation of one's constitutional rights. What's to stop extremist's complaining about the way a person conducts a fantasy sex act with their spouse within the home they own. Pretty soon you will not be able to kiss your own children on the cheek or ride a motorcycle because some complaining little whiner says it's not healthy. If a person's got an issue they can move somewhere else. End of comment
- No one in my house smokes and smoking is not allowed. Anyone in our rental is not allowed to smoke. That is our choice as property owners. If we wished to allow a smoker into our rental, then that would also be our choice. Government does not have the right to decide for both the property owner and the tenant who shall be allowed to smoke and who shall not.
- Home owners should be able to do what they choose, including smoking, in their own homes as long as they don't smoke in common areas or balconies.
- 2nd hand smoke in unhealthy for everyone including adults, children and pets.
- It's the only way that makes sense :)
- I hate smoking
- I am not a smoker. I am sorry for the addicted smokers. However, they need wherever they live to have the right to smoke in privacy. Many may not be able to afford to live in a single family home and may be obliged to use only cheaper lodging.
Also, we want to avoid that desperate smokers, not allowed to smoke anywhere

became gun shooter and kill peoples. Please don't push addicted peoples out of their box.

- Secondary smoke damages the health of non-smokers nearby. This is an unfair burden on non-smoking residents.
- As an employee of local government, I am continually shocked and embarrassed by the number of nanny laws constantly being proposed and imposed on citizens.
- I've lived in multi-family units for a long time. Every time smoking is allowed, I cannot enjoy my unit in "quiet comfort". I can't open windows, use common areas, etc. Please ban smoking.
- While I believe that it's someone's right to smoke in their own home, I don't believe it's okay if it is infringing on someone else's ability to breathe. Breathing is not optional activity. We should be thinking about children and the effects of the exposure (not just the smell but the sight of it) and realize that they are not included in this survey (I'm just merely trying to be a voice for them as well). I'd also like to see that if laws are passed that there are consequences that can be enforced (and will be enforced) if people do not comply. It's the same as cell phone usage while operating a vehicle...what's the point of making the laws if no one is actually going to enforce them?
- Property owners should be able to declare all indoor & outdoor areas smoke-free, and advertise their places as such. In case property owners are not willing to make their properties smoke-free, let them designate just one area far away from common areas, windows & doors, where smoking may be permitted.
- Inside their own property should be the owners option.
- I live at the Cherry Blossom and as of Jan 1 we will be non smoking
- I have asthma and cannot breathe when smoke comes my way! Smoking should be prohibited! Or have one far corner where all smokers can go out of the way of the public!!!
- I have owned 20 units since 1977 on Kodiak Ct., Sunnyvale. I included no smoking anywhere in the units, and on the property inside and outside since ~ 1985 as part of my Rental Agreement. It has not been a problem to enforce. A tenant has to stand in the street to smoke. They shortly stop smoking. I have many young children living in my units that should not be exposed to smoke.
- What do you plan to do about people with medical pot ? They say they can smoke inside their apt, and have a medical card.
- I remove myself from situations where there is cigarette smoke. If it is coming in the window from my neighbor, I am forced to close my windows. It is inconvenient and I don't like it, but it's not impossible.

My main concern is fire. I diligently follow fire-safety guidelines to protect myself and my neighbors. However, someone else's single badly-placed, unattended, forgotten, or slept-on cigarette can cause a fire and put multiple families out of their homes causing financial burdens and basic chaos. Worst case is that someone dies or is injured either in the fire itself, from smoke, trying to escape, or trying to rescue someone.

Smokers may suffer the brunt of physical health problems but second-hand smoke is dangerous to the rest of us. Fire affects all of us--not just the smoker. Why are they allowed to make those risk-taking decisions for us by smoking in proximity to our dwellings?

I believe that individuals who smoke should bear responsibility for their habit by smoking away from buildings and common areas where it does not inconvenience or have the potential for hurting others.

I am sure there are statistics on the health hazards of second-hand smoke and the number of kids and adults with asthma, but check out these facts on smoking-related

fires alone:

From FEMA, national estimates of residential building smoking-related fires and losses in 2010

number of fires: 7,600

number of deaths: 350

number of injuries: 950

Dollar Loss: \$286,200,000

Now how many of these numbers do we want to see coming from Sunnyvale? Our neighborhood? Our building?

- Passive smoking is hazardous and people who don't smoke have to pay price for sake of some nasty smokers. In my last apartment, we had this regular issue of some stray smoking fumes entering our unit, and community always washed hands blaming on city laws. I wish Sunnyvale passes this law to give non-smokers right to breathe non tobacco air.
- Other people's smoking causes me health problems (migraines, coughing, wheezing) and it should not be allowed in any public space--which includes all public housing and public spaces.
- This issue is important for neighbors of smokers who have asthma or other health issues that are exacerbated by cigarette smoke. I don't have a health issue, but I can't stand the smell!
- I should be able to do what I want with my own property, as long as I don't thereby impose costs on others. This is approximate; I'm sure lengthy treatises have been written on the nuances.
- I may be wrong but it appears that Sunnyvale is on track to becoming a secular theocracy. If you wish to make tobacco illegal, and bring it to the voters, that's one thing. Criminalization of private behavior (esp when such activities are not against the law) crosses the line for me.
- Some smokers have good common sense and know where to go so they don't bother others. Too sad that many don't.
- I don't object to individual multi-family properties imposing non-smoking rules (indeed, I think I might vote in favor of that here in my complex), but having a citywide regulation about something so personal just sounds ridiculous to me. Might as well also ban punk rock music or Indian curry cooking. Both also affect neighbors and discomfit non-participants.
- Smoking is a personal freedom
- One out of four fatal victims of smoking-material fires is not the smoker whose cigarette started the fire. <http://www.nfpa.org/research/reports-and-statistics/fire-causes/smoking-materials>
- It should be up to each renter and each landlord to determine whether or not they want to allow smoking in their homes. I do not smoke, I do not like smoking, but I understand the need for health remediation over an outright ban.
- Please be careful with the legislation of smoking and multifamily dwellings. Smokers are more often than not people on the poorer end of the economic scale; especially when they are in rental apartments. This could have the potential of putting many poorer people out on the streets if they aren't allowed to smoke within or around their homes.
- The kids need to be smoke free when outdoors and I want to be able to open my windows without having to get all the smoke from my neighbors
- There typically are not many smokers within these complexes. But there are a few. They should smoke indoors and away from common areas where kids and families can

smell the second hand smoke.

- As a person who will have a asthma attack near cigarette smoke, yes I agree on this. Also no child should be subject this toxin.
- Multi family houses share houses & smoke snell easily goes across homes. It little kids have exposure to second-hand smoke due to this. We should definitely dis-allow indoor smoking & within few feet of the house. Additionally, smoking should be prohibited in parks & near schools.
- No one wants to smell smoke--bad for lungs and pets and children and non smokers with asthma. Ban it!!!
- I live in a single family home. I have to close windows when someone smokes outside next door. I can imagine it is worse in high density living.
- Smoking should be prohibited anywhere smoke from a cigarette can reach non-smokers.
- It is not just cigarette smoke, cannabis smoke also gets passes to adjacent units too, and currently the law does nothing to help other unit renters or owners from having their unit filled with cigarette or cannabis smoke.
- There are more important and urgent matters that local government should be focusing on in Sunnyvale. Three examples are the homeless, employment and mental health.
- I have had an experience with this issue. My neighbor smoked outside in her fenced-in patio area frequently, day and night. Our bedroom windows were above and our house filled with the smell of smoke-we are side by side and down wind from them. We simply could not keep our windows closed, especially in summer and our bedrooms are upstairs. Difficult situation, nice neighbors, but mom smoked (only outside), thankfully have moved. In multi family homes, there is no easy resolution when smoking is permitted. It is too much risk to health, property and neighbor/community peace.
- Smoking should be prohibited in all areas where non-smokers might spend a significant amount of time, such as pool areas. It should not be prohibited in areas where non-smokers only pass through (such as parking lots).
- The city has no business telling anyone what to do inside their home.
- Live and let live.
- Most people if asked will smoke elsewhere. I do not allow smoking in my apartment but will allow it on our balcony by guests as long as it's fine with my neighbors, if not my mom, the only person who visits us (once a year from Alaska and is about to turn 80) goes to the central open common area where there are benches and is away from apartments to smoke.... Hard on her as she is having more and more mobility issues and is unpleasant for her if it's raining but she does if one of the neighbors wants her to. She only comes for 2 weeks out of the year in winter to take a break from the Alaska cold. At 80 (in less than 2 weeks) she's not going to be able to stop smoking. When she can no longer live alone she likely will have to move in with us down here as I no longer work and can care for her, at which point I'd still want her to be able to smoke on our balcony...I can't get her to switch to e-cigs. I'm sure there are others with similar situations and it's unrealistic and unreasonable to take such drastic measures. Perhaps making a section of the property a smoke free zone? Our complex is quite a few buildings. They only allow pets in a few of them (not ours unfortunately) maybe they could make part of the complex smoke free but then you should require an easy to get to with seating covered area for smokers. I see such restrictive smoking ban as unfair. People can't just stop smoking at the drop of a hat... Just like alcoholics cant stop drinking. Esp if that person is elderly like my mom, it would probably take her longer to kick the habit than she would have left on this earth...and it's wrong to deny us the time

together. Which is what you would be doing if you put in place such a restrictive ban. Please take situations like this into account. And what would you do about medical marijuana smokers who need that now that has been legalized for them? Thank you for listening... But as much as I hate being around smoke and I hate it, I don't think taking away someone's liberties like that is right. I also hate alcohol and it can be unsafe for those around people who use it who drive when drunk or start fights, or who disrupt our sleep (which is bad for our health and safety to be sleep deprived) because they don't stop drinking in their apartments (yes eventually they get kicked out for noise complaints but it's a lengthy process). So unless you're also going to restrict people's right to consume alcohol on the premises as well don't restrict others right to smoke.

- please protect all multi family residents from toxic smoke, especially children, those with lung issues and other vulnerabilities. probably a public information campaign will be needed.
- The city should not be stepping between the landlord and tenant's contractual relationship unless it is a public safety (police) matter.
- All should live in smoke free area including the smokers.
- Owners should be able to prohibit smoking all together on their property



Agenda Item

14-1070

Agenda Date: 1/30/2015

2015 COUNCIL STUDY ISSUE

NUMBER

DPS 15-01

TITLE Prohibit Smoking Inside All Units and in Common Areas of Multi-Family Residences

BACKGROUND

Lead Department: Public Safety

Support Department(s): Office of the City Attorney

Sponsor(s):

Councilmembers: Whittum, Martin-Milius

History:

1 year ago: N/A

2 years ago: N/A

SCOPE OF THE STUDY

What are the key elements of the study?

Several members of the public have expressed concerns about the negative effects of secondhand smoke exposure in and around multi-family housing units. For residents of multi-family housing units, secondhand smoke can be a major health and quality of life concern because it can migrate from other units and common areas and travel through doorways, cracks in walls, electrical lines, plumbing, and ventilation systems.

This study would consider prohibiting smoking inside all units and in common areas of multi-family housing developments including, but not limited to, duplexes, apartments, condominiums, and townhouses. The study would also consider allowing designated unenclosed smoking areas that are a specified distance from operable doors, windows, and other openings where smoking is prohibited.

What precipitated this study?

The study was precipitated by a resident living in a multi-family housing unit who stated that he is negatively impacted by neighbors who are smoking in close proximity to his unit. He suggested the study issue because he believes that the issue is prevalent in multi-family housing units city-wide. Staff has received several other similar requests from the public over the last five years.

Planned Completion Year: 2015

FISCAL IMPACT

Cost to Conduct Study

Level of staff effort required (opportunity cost): Major

Amount of funding above current budget required: \$75,000

Funding Source: Will seek grant funding. If grant funding is unavailable, will seek a budget supplement.

Explanation of Cost:

Due to continued staff vacancies in the Department of Public Safety, the process could potentially require the assistance of a consultant experienced in conducting smoking-related studies. Other, nearby, municipalities have employed consultants to conduct similar types of studies. There would, however, be staff costs associated with managing the study, supervising the public outreach efforts, and presenting the final Report to Council.

The research and public outreach components would be significant. The research aspect would include examining similar bans in other municipalities and evaluating the associated results. Public outreach would be conducted in the form of community meetings and surveys with building managers, property owners, residents, homeowners' associations, apartment associations, and other important stakeholders.

Cost to Implement Study Results

Unknown. Study would include assessment of potential costs.

Explanation of Cost: Dependent upon adopted policies, costs would include outreach to the public and stakeholders to inform them of study results and Council's action. If adopted as proposed, to prohibit smoking inside all units and within common areas, there would be a significant cost to implement new policies due to notifying the public, notifying stakeholders of their responsibilities (i.e. signage requirements), developing and implementing enforcement policies, and establishing a program component for receiving and addressing complaints.

EXPECTED PARTICIPATION IN THE PROCESS

Council-approved work plan: No

Council Study Session: No

Reviewed by Boards/Commissions: No

STAFF RECOMMENDATION

Position: Support

Explanation: The negative health effects of secondhand smoke are scientifically proven and commonly known and accepted. Survey results would determine the public's readiness to be the first city within Santa Clara County and one of only a few municipalities within the state to adopt a ban on smoking inside multi-family housing units.

If Council ranks this study, it is recommended that it be combined with Council Study Issue OCA 14-03 (b) Expand Smoking Regulations to Prohibit Smoking near Doorways and Outdoor Areas of Retail and Commercial Businesses. OCA 14-03 (b) was continued to 2015 due to the expanded scope, a

lack of existing funding, and staff vacancies in DPS.

Prepared by: Christy Gunvalsen, Neighborhood Preservation Manager

Reviewed by: Jeffrey Hunter, Captain

Reviewed by: Dayton Pang, Deputy Chief

Reviewed by: Frank Grgurina, Director, Department of Public Safety

Reviewed by: Joan A. Borger, City Attorney

Reviewed By: Robert A. Walker, Assistant City Manager

Approved By: Deanna J. Santana, City Manager

☒ No cost to implement.
☐ Unknown. Study would include assessment of potential costs.
☐ Some cost to implement. Explanation:

3. **Expected participation in the process**

- ☐ Council-approved work plan
- ☐ Council Study Session
- ☐ Board/Commission Review by

4. **Staff Recommendation**

a. Position: Support

b. Explanation:

Minimal effort would be required on staff's part to provide related study materials for Council's consideration. Revisiting RTC 12-072 with minor additions should be sufficient for Council to determine its preferred policy direction governing e-cigarettes and whether to expand smoking regulations for outdoor areas adjacent to commercial and retail businesses. Adopting this as a study issue would promote community awareness and input regarding the issue prior to Council action.

Reviewed By:

John A. Bohn 1/21/14

Department Director Date

Approved By:

Scott Walker 1-21-14

City Manager Date

Study Issues Status Report Office of the City Attorney

Continuing Study Issues

| Number | Name <i>Continuing Status</i> |
|----------------|--|
| OCA 14-03C (b) | <p data-bbox="550 457 1523 573">(a) Clarify Inclusion of Electronic Cigarettes in Smoking Regulations; (b) Expand Smoking Regulations to Prohibit Smoking near Doorways and Outdoor Areas of Retail and Commercial Businesses</p> <p data-bbox="550 611 1463 716"><i>Status Report on Council Study Issue OCA 14-03 (b) Expand Smoking Regulations to Prohibit Smoking near Doorways and Outdoor Areas of Retail and Commercial Businesses:</i></p> <p data-bbox="550 753 1523 974"><i>This study was amended by Council on March 18, 2014 to provide more direction to staff about expanding the current smoking regulations to prohibit smoking within a specified distance of windows and doorways of retail and commercial businesses. At that time, Council directed staff to include within the existing study the prohibition of smoking in outdoor dining areas.</i></p> <p data-bbox="550 1012 1523 1430"><i>Due to the expanded scope, a lack of existing funding, and staff vacancies in DPS, this study was continued to 2015. The study has significant public outreach and research components because it would affect all businesses within the City and many members of the public. The study is expected to cost \$50,000 and staff has, since March 2014, been working with Santa Clara County Public Health to secure grant funding. No grant funding was made available in 2014; however, Santa Clara County Public Health just notified the City (December 2014) that it is likely that grant funding will be available in mid-2015. This funding is necessary to begin the study; should grant funding not materialize, Council could choose to allocate general fund dollars to complete this study as part of the FY 2015/16 Budget process.</i></p> <p data-bbox="550 1467 1523 1724"><i>Council recently proposed a 2015 study issue to prohibit smoking inside all units and in common areas of multi-family residences. If Council ranks this issue in January 2015, it is recommended that it be combined with OCA 14-03 (b). Combining the two studies would not result in a delay of either study; however, the completion of both studies is dependent upon funding. Should funding be secured by July 1, either/both studies could be completed in 2015.</i></p> <p data-bbox="550 1761 1425 1829"><i>(OCA 14-03 (a) Clarify Inclusion of Electronic Cigarettes in Smoking Regulations was completed on March 18, 2014.)</i></p> |

Completed Study Issues

| Number | Name | Status |
|---------------|---|----------------------|
| OCA 14-03 (a) | Clarify Inclusion of Electronic Cigarettes in Smoking Regulations | Completed 3/18/14 |

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING CHAPTER 9.28 (REGULATION OF SMOKING) OF TITLE 9 (PUBLIC PEACE, SAFETY OR WELFARE) OF THE SUNNYVALE MUNICIPAL CODE TO REGULATE SMOKING IN MULTI-UNIT RESIDENCES, OUTDOOR DINING ESTABLISHMENTS, AND WITHIN A REASONABLE DISTANCE OF AREAS WHERE SMOKING IS PROHIBITED

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health challenge, as evidenced by the following:

- 480,000 people die prematurely in the United States from smoking-related diseases every year, making tobacco use the nation's leading cause of preventable death;¹ and
- Tobacco use can cause disease in nearly all organ systems and is responsible for 87 percent of lung cancer deaths, 79 percent of all chronic obstructive pulmonary disease deaths, and 32 percent of coronary heart disease deaths;² and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- The U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke;³ and
- The California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure;^{4,5} and
- The California Environmental Protection Agency (EPA) included secondhand smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm;⁶ and

WHEREAS, exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke occurs at significant levels outdoors, as evidenced by the following:

- Levels of secondhand smoke exposure outdoors can reach levels attained indoors depending on direction and amount of wind and number and proximity of smokers;^{7,8} and
- Smoking cigarettes near building entryways can increase air pollution levels by more than two times background levels, with maximum levels reaching the "hazardous" range on the United States EPA's Air Quality Index;⁸ and
- To be completely free from exposure to secondhand smoke in outdoor places, a person may have to move nearly 23 feet away from the source of the smoke, about the width of a two-lane road;^{8,9} and

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke;^{2,10} and
- Secondhand smoke is responsible for an estimated 41,300 heart disease-related and lung cancer-related deaths among adult nonsmokers each year in the United States;¹⁰ and
- Exposure to secondhand smoke increases the risk of coronary heart disease by about 25 percent to 30 percent¹¹ and increases the risk of stroke by 20 percent to 30 percent;¹² and

WHEREAS, tobacco use and exposure to secondhand smoke impose great social and economic costs, as evidenced by the following:

- Between 2009 and 2012, the total annual economic burden of smoking in the United States was between \$289 billion and \$332.5 billion;¹ and
- From 2005 to 2009, the average annual health care expenditures attributable to smoking were approximately \$132.5 billion to \$175.9 billion in direct medical care costs for adults and \$151 billion in lost productivity;¹ and
- The total annual cost of smoking in California was estimated at \$548 per resident or between \$2,262 and \$2,904 per smoker per year;¹³ and
- California's Tobacco Control Program saved the state and its residents \$134 billion in health care expenditures between the year of its inception, 1989, and 2008, with savings growing yearly;¹³ and

WHEREAS, laws restricting the use of tobacco products have recognizable benefits to public health and medical costs with a review of over 80 peer-reviewed research studies showing that smokefree policies effectively do the following:

- Reduce tobacco use: tobacco use is reduced by median of 2.7 percent;¹⁴ and
- Reduce exposure to secondhand smoke: air pollution is reduced by a median of 88 percent and biomarkers for secondhand smoke are reduced by a median of 50 percent;¹⁴ and
- Increase the number of tobacco users who quit by a median of 3.8 percent;¹⁴ and
- Reduce initiation of tobacco use among young people;¹⁴ and
- Reduce tobacco-related illnesses and death: there is a 5.1 percent median decrease in hospitalizations from heart attacks and a 20.1 percent decrease in hospitalizations from asthma attacks after such laws are passed;¹⁴ and

WHEREAS, laws restricting electronic smoking devices use also have benefits to the public as evidenced by the following:

- Research has found at least ten chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm,^{6, 15, 16, 17} such as formaldehyde, acetaldehyde, lead, nickel, and toluene;^{18,19,20} and
- More than one study has concluded that exposure to vapor from electronic smoking devices may cause passive or secondhand vaping;^{18,20,21} and
- The use of electronic smoking devices in smokefree locations threatens to undermine compliance with smoking regulations and reverse the progress that has

- been made in establishing a social norm that smoking is not permitted in public places and places of employment;²² and
- The State of California's Tobacco Education and Research Oversight Committee (TEROC) "opposes the use of e-cigarettes in all areas where other tobacco products are banned;"²³ and

WHEREAS, cigarette butts are a major and persistent source of litter, as evidenced by the following:

- In 2007, it was estimated that Americans consume 360 billion cigarettes each year;^{24, 25} and
- 55.7 percent of smokers admit to littering cigarettes in the last month;²⁶ and
- In an observational study of nearly 10,000 individuals, after cigarettes were smoked, 45 percent of cigarettes ended up as litter;²⁵ and
- In 2011, 22.6 percent of all debris collected from beaches and coastal areas are smoking related products;²⁷ and
- Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean;^{27, 28} and

WHEREAS, cigarette butts pose a health threat to young children, as evidenced by the following:

- In 2012, American poison control centers received nearly 8,648 reports of poisoning by the ingestion of cigarettes, cigarette butts, and other tobacco products and 84.5 percent of these poisonings were in children ages five and younger;²⁹ and
- Children who ingest cigarette butts can experience vomiting, nausea, lethargy, and gagging;³⁰ and

WHEREAS, though widely perceived as a comprehensive smokefree air law, exemptions and loopholes in the California Smokefree Workplace Act³¹ mean that one in seven Californians faces secondhand smoke exposure at work;³² and

WHEREAS, there is broad public recognition of the dangers of secondhand smoke and support for smokefree air laws, as evidenced by a 2008 survey of California voters, which found that 97 percent thought that secondhand smoke is harmful, 88 percent thought secondhand smoke was harmful even outdoors, 65 percent were bothered by secondhand smoke, and 73 percent support laws restricting smoking in outdoor public places;³³ and

WHEREAS, as of April 2015, there are at least 64 California cities and counties with local laws restricting smoking in workplaces not covered by the state smokefree workplace law;³⁴ and

WHEREAS, as of April 2014, at least 131 local jurisdictions in California prohibit the use of electronic smoking devices in specific locations;³⁵ and

WHEREAS, as of January 2015, there are at least 348 California cities and counties with local laws restricting smoking in recreational areas, 129 with local laws restricting smoking in

outdoor dining places, and 48 with local laws restricting smoking on sidewalks in commercial areas;³⁶ and

WHEREAS, nonsmokers who live in multi-unit dwellings can be exposed to neighbors' secondhand smoke, as evidenced by the following:

- Several peer-reviewed studies on drifting secondhand smoke in multi-unit housing have confirmed that secondhand smoke can and does transfer between units,^{38,39} creeping under doorways and through wall cracks;³⁷
- More than one study has found that residents of multi-unit housing have high levels of cotinine (a biomarker for nicotine) in their blood and saliva;^{38,39}
- 13 peer-reviewed journal articles have found that between 26 percent and 64 percent of residents of multi-unit housing report secondhand smoke drifting into their home;³⁸ and

WHEREAS, harmful residues from tobacco smoke can be absorbed by and cling to virtually all indoor surfaces long after smoking has stopped and then be emitted back into the air, making this "thirdhand smoke" a potential health hazard, as evidenced by the following:

- Thirdhand smoke contains carcinogenic materials that accumulate over time, presenting a health hazard long after the initial smoke is gone;⁴⁰
- A study found that thirdhand smoke remains months after nonsmokers have moved into units where smokers previously lived;⁴¹
- Human exposure to these thirdhand smoke carcinogens can be through inhalation, ingestion, or skin absorption through contact with carpeting, furnishings, or clothing;⁴²
- Thirdhand smoke potentially poses the greatest danger to infants and toddlers, who crawl on rugs and furnishings and suck on items in the home;⁴²
- Nonsmoking people who are exposed to thirdhand smoke have significantly higher nicotine and cotinine levels than those who have not been exposed to thirdhand smoke;⁴¹
- Research has shown that thirdhand smoke damages human cellular DNA;⁴³ and

WHEREAS, smoking is the number one cause of fire deaths, is a leading cause of fire-related injury,⁴⁴ and contributes to fire-related health inequities, as evidenced by the following:

- In 2011, U.S. fire departments responded to an estimated 90,000 smoking-related fires, which resulted in an estimated 1,640 injuries, 540 deaths, and \$621 million in direct property damage;⁴⁵
- One in four fatalities is NOT the smoker whose cigarette started the fire, and 25 percent of those who die are neighbors or friends of the smoker;⁴⁵
- African-American males and American-Indian males have the highest fire death rates;⁴⁴
- The elderly (people 85 and older) have the highest fire death rate (49.2%),⁴⁶ and the risk of dying from smoking-related fires increases with age;⁴⁵
- The U.S. Fire Administration recommends that people smoke outdoors;⁴⁷ and

WHEREAS, the Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure and that

separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure;⁴⁸ and

WHEREAS, several studies have confirmed that smokefree multi-unit housing policies are the most effective method to fully reduce secondhand smoke exposure in multi-unit housing;³⁸ and

WHEREAS, 32 percent of Californians (or 11.8 million people) live in multi-unit housing,⁴⁹ which accounts for one-seventh of the total multi-unit housing population in the country;⁵⁰ and

WHEREAS, between 44 percent to 46.2 percent of Californians living in multi-unit housing with personal smokefree home policies are exposed to secondhand smoke in their home;⁴⁹ and

WHEREAS, surveys have found that between 65 percent and 90 percent of multi-unit housing residents who experience secondhand smoke in their home are bothered by the secondhand smoke incursion;³⁸ and

WHEREAS, secondhand smoke exposure in multi-unit housing contributes to tobacco-related health inequities. For example, when compared with adults who live in single family homes, adults who live in multi-unit housing are more likely to

- Be from communities of color (62.9% of residents of multi-unit homes versus 49.6% of residents of single family homes);⁵⁰
- Be low-income or below the poverty line (46.8% versus 27%);⁵⁰
- Have less than a high school diploma (21.4% versus 14.8%);⁵⁰
- Be current smokers (17.5% versus 13.2%);⁵⁰ as well as
- Be uninsured (23.4% versus 14.2%);⁵⁰ and

WHEREAS, secondhand smoke in multi-unit housing is a significant threat to the health and safety of California children, as evidenced by the following:

- About a quarter of those who live in multi-unit housing (25.2%) are under the age of 18;⁴⁹
- The home is the primary source of secondhand smoke for children;³⁷
- 56.4 percent of youth living in apartment units in which no one smokes have elevated blood cotinine levels above .05 ng/mL, indicating they have been exposed to potentially dangerous levels of secondhand smoke;^{38,51}
- Children who live in apartments have mean cotinine levels that are 45 percent higher than cotinine levels in children who live in detached homes;^{38,51} and

WHEREAS, a majority of multi-unit housing residents, including a large portion of smokers, support smokefree policies in multi-unit residences,³⁸ as evidenced by the following:

- 74 percent of Californians surveyed approve of apartment complexes requiring that at least half of rental units be nonsmoking;⁵²
- 69 percent of Californians surveyed favor limiting smoking in outdoor common areas of apartment buildings;⁵²

- 78 percent support laws that create nonsmoking units;⁵² and

WHEREAS, a local ordinance that authorizes residential rental agreements to include a prohibition on smoking of tobacco products within rental units is not prohibited by California law;⁵³ and

WHEREAS, at least 55 California cities and counties have adopted smokefree multi-unit housing ordinances,⁵⁴ and at least 25 of these jurisdictions have restricted smoking in 100 percent of units;⁵⁵ and

WHEREAS, there is no Constitutional right to smoke;⁵⁶

WHEREAS, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around non-tobacco users, especially children, to protect the public from exposure to secondhand smoke where they live, work, and play, and to protect the public from nonconsensual exposure to secondhand smoke in and around their homes the City of Sunnyvale desires to amend and add new sections to the Sunnyvale Municipal Code Chapter 9.28 (Regulation of Smoking) relating to smoking within multi-family housing, smoking distance from doors, windows and similar openings, and outdoor dining establishments.

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

SECTION 1. Chapter 9.28 AMENDED. Chapter 9.28 (Regulation of Smoking) of Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code is hereby amended, added and renumbered to read as follows:

Chapter 9.28.

REGULATION OF SMOKING

- ~~9.28.010. Purpose.~~~~Definitions~~
- ~~9.28.020. Definitions.~~~~Locations where smoking is prohibited.~~
- ~~9.28.030. Locations where smoking is prohibited.~~~~Smoking—Optional Areas.~~
- ~~9.28.040. Smoking prohibited in multi-unit residences; required standards for multi-unit residences.~~~~Signposting requirements.~~
- ~~9.28.050. Smoking Optional Areas.~~~~Unlawful acts designated.~~
- ~~9.28.060. Reasonable smoking distance required.~~~~Violations—deemed infractions—Enforcement—Penalty~~
- ~~9.28.070. Violations.~~
- ~~9.28.080. Enforcement.~~
- ~~9.28.090. Penalties.~~

9.28.010. ~~Definitions~~Purpose.

The city council of the City of Sunnyvale does hereby find that tobacco smoke is detrimental to the health, welfare and comfort of the general public and that the health, safety and general welfare of the residents of, persons employed

in, and persons who frequent this city would be furthered by the prohibition and regulation of smoking in enclosed places or defined places, including places of employment and multi-unit residences. The purpose of this Chapter is to ensure a healthier environment within the city, improve public safety by reducing litter from smoking waste and the risk of fire from smoking, and enhance the welfare of residents, workers, and visitors by reducing exposure to second hand smoke, which studies confirm can cause negative health effects in non-smokers, and balance the needs of persons who smoke with the needs of nonsmokers, including children and youth, to be free from the discomforts and health threats created by exposure to second-hand smoke.

9.28.020. Definitions.~~Locations where smoking is prohibited.~~

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

(a) [Text unchanged]

(b) “Business” means any sole proprietorship, partnership, joint venture, corporation, association, landlord, or other entity formed for profit-making purposes.

(c) “Common area” means every enclosed area or unenclosed area of a multi-unit residence accessible and usable by residents of more than one unit of that multi-unit residence including, but not limited to, halls, paths, walkways, lobbies, courtyards, elevators and stairs, community rooms, playground areas, gym facilities, swimming pool areas, parking garages and parking lots, shared restrooms, shared laundry rooms, shared cooking areas, and shared eating areas.

(d) “Dining Area” means any area, including streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, established, or regularly used, for consuming food or drink.

~~(e)~~ – ~~(f)~~ [Renumbered; text unchanged]

(g) “Employee” means any person who is employed or retained as an independent contractor by any employer in consideration for direct or indirect monetary wages or profit, or any person who volunteers services for an employer.

(h) “Employer” means any business or nonprofit entity that retains the service of one or more employees.

(i) “Enclosed Area” means an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has:

(1) any type of overhead cover whether or not that cover includes vents or other openings and at least three (3) walls or other vertical constraint to airflow including, but not limited to, vegetation of any height, whether or not those boundaries include vents or other openings; or

(2) four (4) walls or other vertical constraints to airflow including, but not limited to, vegetation that exceed six (6) feet in height, whether or not those boundaries include vents or other openings.

~~(j)~~ – ~~(k)~~ [Renumbered; text unchanged]

(l) “Multi-Unit Residence” means property containing two (2) or more Units, except the following specifically excluded types of housing:

(1) a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);

(2) a campground;

(3) a single-family home;

(4) a single-family home with a detached or attached in-law or second Unit.

(m) “Reasonable Distance” means a distance of twenty five (25) feet in any direction.

(fn) [Renumbered; text unchanged]

(go) “Smoke” or “smoking” means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization, when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory such as, for example, from incense. The term “smoke” includes but is not limited to tobacco smoke, electronic smoking device vapors, and marijuana smoke, and includes: (1) inhaling or exhaling upon, burning, tending, or carrying any lighted smoking equipment (i.e., a lighted pipe, a lighted cigar, or a lighted cigarette of any kind) for tobacco or any other plant or product used for the personal habit commonly known as smoking; or (2) operating or using an electronic smoking device.

(p) “Smoking” means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, Electronic Smoking Device, or any plant product intended for human inhalation.

(q) “Unenclosed Area” means any area that is not an Enclosed Area.

(r) “Unit” means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, for example, a private balcony, porch, deck, or patio. “Unit” includes but is not limited to an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a hotel or motel room; a room in a single room occupancy (“SRO”) facility; or a room in a homeless shelter.

9.28.020030 Locations where smoking is prohibited.

(a) Except as otherwise provided in Section 9.28.030050, smoking is prohibited in the following enclosed and unenclosed locations in the city:

(1a) - (b2) [Renumbered; text unchanged]

(e3) Outdoor Eating-dining areas. Sixty percent of outdoor eating areas for all eating establishments shall be reserved for nonsmokers. Smoking is prohibited and unlawful in such areas.

(d4) - (e5) [Renumbered; text unchanged]

(fb) “No smoking” designation in other areas. Any location on city property, other than public streets and sidewalks, where smoking is not otherwise prohibited by law may be designated by the city manager as a “no smoking” area. Such areas shall be posted with appropriate signage.

(c) Nothing in this chapter prohibits any person or employer with legal control over any property from prohibiting smoking on any part of such property.

(d) Subsection(a)(3) shall not apply to outdoor areas of the two restaurants located at 769 N. Mathilda Avenue and 133 S. Murphy Avenue that have been granted use permits pursuant to Title 19 of this code to allow limited smoking (hookah) uses in outdoor areas, provided, however, that these establishments shall cease operations related to smoking in outdoor dining areas (1) within two years of the date of adoption of this ordinance, (2) at such time as either the certificate of occupancy or use of the establishment changes, (3) when fifty-one (51) percent or more of the taxable value of the establishment is destroyed by fire or natural disaster, or (4) when the establishment voluntarily prohibits smoking, whichever occurs soonest.

9.28.040. Smoking prohibited in multi-unit residences; required standards for multi-unit residences.

(a) Beginning [180 days after the effective date of this ordinance-exact date to be inserted], smoking is prohibited and no person shall smoke in any new or existing unit- of a multi-unit residence, in any enclosed or unenclosed common area of a multi-unit residence, or within a reasonable distance of any operable doorway, window, opening, or vent of a multi-unit residence, except in a designated smoking area as provided in this section.

(b) Smoking is prohibited in multi-unit residences as provided in section 9.28.040(a), except that a person with legal control over a common area, or authorized representative, may designate a portion of the common area as a designated smoking area provided that at all times the designated smoking area complies with subsection (c) below.

(c) Designated smoking areas in multi-unit residences. A designated smoking area shall:

(1) Be located in an unenclosed and clearly delineated area totaling not more than ten percent (10%) of the total unenclosed area of the multi-unit residence for which it is designated;

(2) Be located at least 25 feet in any direction from any operable doorway, window, opening, or other vent into an enclosed area that is located at a multi-unit residence;

(3) Have receptacles designed for and primarily used for disposal of tobacco waste and that are maintained free of tobacco related litter including but not limited to cigarette butts;

(4) Be at least 25 feet from and shall not include, unenclosed areas primarily used by children or that facilitate physical activity, including, for example, playgrounds, swimming pools, and school campuses.

(d) Common areas free from smoking waste. Persons with legal control over common areas in multi-unit residences, and their authorized representatives, shall ensure that all common areas except those meeting the requirements of subsection (c) remain free of smoking and tobacco waste, and ash

trays, ash cans, or other receptacles designed for or primarily used for disposal of smoking and tobacco waste.

(e) Signage. No smoking signs shall be posted as required by section 9.28.070 of this chapter, but are not required inside any unit of a multi-unit residence. Signs shall be maintained by the person or persons with legal control over the common areas or the authorized representative of such person.

(f) Lease terms. The following lease terms are required for all new and existing units in multi-unit residences:

(1) Every lease or other rental agreement for the occupancy of a new or existing unit in a multi-unit residence entered into, renewed, or continued month-to-month after the effective date of this ordinance shall include the following:

(i) A clause providing that as of [180 days after the effective date of this ordinance-exact date to be inserted], it is a material breach of the agreement to allow or engage in smoking in the unit, including exclusive-use areas such as balconies, porches, or patios. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in the unit or exclusive use areas such as balconies, porches, or patios as of [180 days after the effective date of this ordinance-exact date to be inserted]."

(ii) A clause providing that it is a material breach of the agreement for tenant or any other person subject to the control of the tenant to engage in smoking in any common area of the multi-unit residence other than a designated smoking area. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in any common area of the property, except in an outdoor designated smoking area, if one exists."

(iii) A clause providing that it is a material breach of the agreement for tenant or any other person subject to the control of the tenant to violate any law regulating smoking while anywhere on the property. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to violate any law regulating smoking while anywhere on the property."

(iv) A clause expressly conveying third-party beneficiary status to all occupants of the multi-unit residence as to the smoking provisions of the lease or other rental agreement. Such a clause might state, "Other occupants of the property are express third-party beneficiaries of those provisions in this agreement regarding smoking. As such, other occupants of the property may enforce such provisions by any lawful means, including by bringing a civil action in a court of law."

(g) Whether or not a landlord complies with subsection (f)1, the clauses required by that subsection shall be implied and incorporated by law into every agreement to which subsection 1 applies and shall become effective as of

the earliest possible date on which the Landlord could have made the insertions pursuant to subsection 1.

(h) A tenant who breaches a smoking provision of a lease or other rental agreement for the occupancy of a unit in a multi-unit residence, or who knowingly permits any other person subject to the control of the tenant or present by invitation or permission of the tenant, shall be liable for the breach to (i) the landlord; and (ii) any occupant of the multi-unit residence who is exposed to smoke or who suffers damages as a result of the breach.

(i) This chapter shall not create additional liability for a landlord to any person for a tenant's breach of any smoking provision in a lease or other rental agreement for the occupancy of a unit in a multi-unit residence if the landlord has fully complied with this section.

(g) Property adjacent to multi-unit residences. Smoking is prohibited in adjacent unenclosed property within twenty-five (25) feet in any direction of any doorway, window, opening, or other vent into an enclosed area of a multi-unit residence, except this prohibition does not apply to a person who is smoking in the restricted buffer zone area while actively passing on the way to another destination and provided smoke does not enter any area in which smoking is prohibited.

9.28.050. Smoking optional areas. [Renumbered; text unchanged]

9.28.060. Reasonable smoking distance required.

(a) Smoking in all unenclosed areas shall be prohibited within a reasonable distance in any direction from any operable doorway, window, opening, crack, or vent into an enclosed area in which smoking is prohibited, except while the person smoking is actively passing on the way to another destination and provided smoke does not enter any unenclosed area in which smoking is prohibited.

(b) Smoking in unenclosed areas shall be prohibited within a reasonable distance from any unenclosed areas in which smoking is prohibited under 9.28.030 of this chapter, except while the person smoking is actively passing on the way to another destination and provided smoke does not enter any unenclosed area in which smoking is prohibited.

(c) The prohibitions in subdivisions (a) and (b) shall not apply to unenclosed areas of private residential properties that are not multi-unit residences.

9.28.070. Signposting requirements. [Renumbered]

Posting of signs shall be the responsibility of the owner, operator, manager or other person having control of any ~~enclosed space at a place of employment or any place generally open to the public~~ area where smoking is prohibited by this chapter.

(a) Except in facilities owned or leased by county, state or federal governmental entities, "No Smoking" signs with letters of not less than one inch in height or the international "No Smoking" symbol (consisting of a pictorial

representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted in every room, building or other place where smoking is prohibited by this chapter, including, but not limited to, all entrances, all restrooms and all elevators. Signs posted on the exterior of buildings to comply with this section shall include the reasonable distance requirement set forth in section 9.28.060 of this chapter. Signs of equivalent size and character reading "Smoking is prohibited except in designated areas" shall be posed at each entrance to a building or structure where smoking is permitted in designated areas. Signs of equivalent size and character reading "Smoking Permitted" may be posted where legally applicable. Alternative means of notification (individual place cards, film clips, etc.) may be employed, provided they are equivalent to the aforementioned signs in their effect. In all motion picture theaters, illuminated "No Smoking" signs shall be installed so as to be readily visible from all seats. Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of smoking in violation of any provision of this chapter.

9.28.080. Violations.

(a) It is unlawful for any person to smoke in a place within the city where smoking is prohibited.

(b) No employer or other person with responsibility for management or control of a place where smoking is prohibited shall knowingly and intentionally allow smoking in violation of this chapter, or fail to post signs required by this chapter.

(c) No person shall dispose of used smoking or tobacco product waste within the boundaries of an area in which smoking is prohibited, including within any Reasonable Distance required by this chapter.

(d) No person, employer, or nonprofit entity shall intimidate, threaten any reprisal, effect any reprisal, or in any manner discriminate against another person who seeks to attain compliance with this chapter.

(e) Causing, permitting, aiding, abetting or concealing a violation of any provision of this article shall also constitute a violation of this article.

(f) Any violation of this chapter is declared to be a public nuisance.

9.28.090. Enforcement.

(a) The City Manager may designate enforcement authority for this chapter, including but not limited to peace officers and code enforcement officials.

(b) Any person, including a legal entity or organization acting for the interests of itself, its members, or the general public may bring a civil action in any court of competent jurisdiction, including small claims court, to enforce this chapter against any person who has allegedly violated this chapter three or more times. Upon proof of the violations, a court shall grant all appropriate relief, including: (1) awarding damages; and (2) issuing an injunction or a conditional judgment.

(c) Except as otherwise provided, enforcement of this chapter is at the sole discretion of the city. Nothing in this chapter shall create a right of action in any person against the city or its agents to compel public enforcement of this chapter against private parties.

9.28.100 Penalties.

(a) Each instance of smoking or tobacco product use in violation of this chapter shall constitute a separate violation. For violations other than for smoking, each day of a continuing violation of this chapter shall constitute a separate violation.

(b) Any person violating any of the provisions of this chapter shall be guilty of an infraction punishable as set forth in Chapter 1.04 of this code. Subsequent violations within a twelve month period may, in the discretion of the City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.

(c) Violations of this article may be subject to a civil action brought by the city, punishable by a fine of not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) per violation.

(d) The remedies provided by this chapter are cumulative and not exclusive, and shall be in addition to any and all other remedies available to the city.

SECTION 2. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

SECTION 3. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

ENDNOTES

1. U.S. Department of Health and Human Services. *The Health Consequences of Smoking — 50 Years of Progress A Report of the Surgeon General Executive Summary*.; 2014. Available at: www.surgeongeneral.gov/library/reports/50-years-of-progress/exec-summary.pdf.
2. U.S. Surgeon General. Factsheet: The Health Consequences of Smoking—50 Years of Progress: A Report of the Surgeon General. 2014. Available at: www.surgeongeneral.gov/library/reports/50-years-of-progress/factsheet.html. Accessed June 2, 2015.
3. U.S. Department of Health and Human Services. 2006 Surgeon General’s Report—The Health Consequences of Involuntary Exposure to Tobacco Smoke. 2006. Available at: www.cdc.gov/tobacco/data_statistics/sgr/2006/index.htm. Accessed June 14, 2014.
4. California Environmental Protection Agency Air Resources Board. *Environmental Tobacco Smoke: A Toxic Air Contaminant. California Environmental Protection Agency Air Resources Fact Sheet*.; 2006. Available at: www.arb.ca.gov/toxics/ets/factsheetets.pdf.
5. California Environmental Protection Agency Air Resource Board. California Identifies Secondhand Smoke as a “Toxic Air Contaminant.” *News Release*. 2006. Available at: www.arb.ca.gov/newsrel/nr012606.htm.
6. Chemicals known to the state to cause cancer or reproductive toxicity. State of California Environmental Agency Office of Health Hazard Assessment Safe Drinking Water and Toxic Enforcement Act of 1986. 2015. Available at: www.oehha.ca.gov/prop65/prop65_list/files/P65single012315.pdf.
7. Klepeis N, Ott W, Switzer P. *Real-Time Monitoring of Outdoor Environmental Tobacco Smoke Concentrations: A Pilot Study*.; 2004. Available at: http://exposurescience.org/pub/reports/Outdoor_ETS_Final.pdf.
8. Klepeis NE, Ott WR, Switzer P. Real-time measurement of outdoor tobacco smoke particles. *J Air Waste Manag Assoc*. 2007;57(August 2013):522–534. doi:10.3155/1047-3289.57.5.522.
9. Repace J. Benefits of Smokefree Regulations in Outdoor Settings: Beaches, Golf Courses, Parks, Patios, and in Motor Vehicles. *William Mitchell Law Rev*. 2008;34(4):1621–1638. Available at: www.repace.com/pdf/Repace_Ch_15_Outdoor_Smoke.pdf.
10. Centers for Disease Control and Prevention. Secondhand Smoke (SHS) Facts. 2014. Available at: www.cdc.gov/tobacco/data_statistics/fact_sheets/secondhand_smoke/general_facts/index.htm. Accessed June 13, 2014.
11. Institute of Medicine. *Secondhand Smoke Exposure and Cardiovascular Effects: Making Sense of the Evidence*. Washington, DC; 2010. Available at: www.iom.edu/en/Reports/2009/Secondhand-Smoke-Exposure-and-Cardiovascular-Effects-Making-Sense-of-the-Evidence.aspx.
12. U.S. Department of Health and Human Services. *The Health Consequences of Smoking — 50 Years of Progress A Report of the Surgeon General*.; 2014. Available at: www.surgeongeneral.gov/library/reports/50-years-of-progress/full-report.pdf.
13. Lightwood J, Glantz S a. The effect of the California tobacco control program on smoking prevalence, cigarette consumption, and healthcare costs: 1989-2008. *PLoS One*. 2013;8(2):e47145. doi:10.1371/journal.pone.0047145.
14. Guide to Community Preventive Services. Reducing Tobacco Use and Secondhand Smoke Exposure: Smoke-Free Policies. 2012. Available at: www.thecommunityguide.org/tobacco/smokefreepolicies.html. Accessed July 29, 2014.
15. California Department of Public Health California Tobacco Control Program. *State Health Officer’s Report on E-Cigarettes: A Community Health Threat*. Sacramento, CA Available at: http://cdph.ca.gov/programs/tobacco/Documents/Media/State_Health-e-cig_report.pdf.

16. Grana R, Benowitz N, Glantz S. *Background Paper on E-cigarettes (Electronic Nicotine Delivery Systems)*.; 2013. Available at: <http://escholarship.org/uc/item/13p2b72n>.
17. Williams M, Villarreal A, Bozhilov K, Lin S, Talbot P. Metal and silicate particles including nanoparticles are present in electronic cigarette cartomizer fluid and aerosol. *PLoS One*. 2013;8(3):e57987. doi:10.1371/journal.pone.0057987.
18. German Cancer Research Center. "Electronic Cigarettes - An Overview" *Red Series Tobacco Prevention and Control*. Heidelberg; 2013. Available at: www.dkfz.de/de/tabakkontrolle/download/Publikationen/RoteReihe/Band_19_e-cigarettes_an_overview.pdf.
19. Goniewicz ML, Knysak J, Gawron M, et al. Levels of selected carcinogens and toxicants in vapour from electronic cigarettes. *Tob Control*. 2013;1:1–8. doi:10.1136/tobaccocontrol-2012-050859.
20. Schripp T, Markewitz D, Uhde E, Salthammer T. Does e-cigarette consumption cause passive vaping? *Indoor Air*. 2013;23(1):25–31. doi:10.1111/j.1600-0668.2012.00792.x.
21. Schober W, Szendrei K, Matzen W, et al. Use of electronic cigarettes (e-cigarettes) impairs indoor air quality and increases FeNO levels of e-cigarette consumers. *Int J Hyg Environ Health*. 2013. doi:10.1016/j.ijheh.2013.11.003.
22. McMillen R, Maduka J, Winickoff J. Use of emerging tobacco products in the United States. *J Environ Public Health*. 2012;2012. doi:10.1155/2012/989474.
23. Tobacco Education and Research Oversight Committee (TEROC). *Position on Electronic-Cigarettes (e-cigarettes)*.; 2013. Available at: [www.cdph.ca.gov/services/boards/teroc/Documents/Positions/TEROC Official Position of E-Cigs_June 2013_final.pdf](http://www.cdph.ca.gov/services/boards/teroc/Documents/Positions/TEROC_Official_Position_of_E-Cigs_June_2013_final.pdf).
24. United States Department of Agriculture. Tobacco Outlook. *Electron Outlook Rep from Econ Res Serv*. 2007;TBS-263:TBS–263. Available at: <http://usda.mannlib.cornell.edu/usda/ers/TBS/2000s/2007/TBS-10-24-2007.pdf>.
25. Schneider JE, Peterson NA, Kiss N, Ebeid O, Doyle AS. Tobacco litter costs and public policy: a framework and methodology for considering the use of fees to offset abatement costs. *Tob Control*. 2011;20 Suppl 1(Suppl 1):i36–41. doi:10.1136/tc.2010.041707.
26. Rath JM, Rubenstein R a, Curry LE, Shank SE, Cartwright JC. Cigarette litter: Smokers' attitudes and behaviors. *Int J Environ Res Public Health*. 2012;9(6):2189–203. doi:10.3390/ijerph9062189.
27. Ocean Conservancy. *Tracking Trash: 25 Years of Action for the Ocean*. Washington, DC; 2011.
28. Novotny TE, Lum K, Smith E, Wang V, Barnes R. Cigarettes butts and the case for an environmental policy on hazardous cigarette waste. *Int J Environ Res Public Health*. 2009;6(5):1691–705. doi:10.3390/ijerph6051691.
29. Mowry JB, Spyker D a, Cantilena LR, Bailey JE, Ford M. 2012 Annual report of the American Association of Poison Control Centers' National Poison Data System (NPDS): 30th annual report. *Clin Toxicol*. 2013;51(10):949–1229. doi:10.3109/15563650.2013.863906.
30. Lewander W, Wine H, Carnevale R, et al. Ingestion of cigarettes and cigarette butts by children -- Rhode Island, January 1994 - July 1996. *Morb Mortal Wkly Rep*. 1997;40(6):125–128. Available at: www.cdc.gov/mmwr/preview/mmwrhtml/00046181.htm.
31. Cal. Labor Code § 6404.5.; 1995.
32. Al-Delaimy W, White M, Mills A, et al. *Two Decades of the California Tobacco Control Program: California Tobacco Survey, 1990-2008*.; 2010. Available at: www.cdph.ca.gov/programs/tobacco/Documents/Resources/Publications/CDPH_CTS2008_summary_report_final.pdf.
33. Goodwin Simon Victoria Research. Study of California Voters' Attitudes About Secondhand Smoke Exposure. *Cent Tob Policy Organ*. 2008. Available at: <http://center4tobaccopolicy.org/tobacco-policy/smokefree-outdoor->

[areas/secondhand-smoke-california-voters/](#).

34. American Nonsmokers' Rights Foundation. U.S. 100 % Smokefree Laws in Non-Hospitality Workplaces AND Restaurants AND Bars American Nonsmokers' Rights Foundation.; 2015. Available at: www.no-smoke.org/pdf/WRBLawsMap.pdf.
35. American Lung Association in California the Center for Tobacco Policy and Organizing. Local Policies on the Use of Electronic Cigarettes. 2015. Available at: <http://center4tobaccopolicy.org/wp-content/uploads/2015/04/Local-Policies-on-Use-of-E-Cigs-April-2015.pdf>.
36. Association AL. *State of Tobacco Control 2015*.; 2015. Available at: www.lung.org/associations/states/california/assets/pdfs/sotc-2015/sotc-2015_ca-full-report.pdf.
37. Centers for Disease Control and Prevention (CDC). Secondhand Smoke: An Unequal Danger. *CDC Vital Signs*. 2015. Available at: www.cdc.gov/vitalsigns/pdf/2015-02-vitalsigns.pdf.
38. Snyder K, Vick JH, King BA. Smoke-free multiunit housing: a review of the scientific literature. *Tob Control*. 2015;0:1–12. doi:10.1136/tobaccocontrol-2014-051849.
39. Martínez-Sánchez JM, Sureda X, Fu M, et al. Secondhand smoke exposure at home: Assessment by biomarkers and airborne markers. *Environ Res*. 2014;133:111–116. doi:10.1016/j.envres.2014.05.013.
40. Kuschner WG, Reddy S, Mehrotra N, Paintal HS. Electronic cigarettes and thirdhand tobacco smoke: two emerging health care challenges for the primary care provider. *Int J Gen Med*. 2011;4:115–20. doi:10.2147/IJGM.S16908.
41. Matt GE, Quintana PJE, Zakarian JM, et al. When smokers move out and non-smokers move in: residential thirdhand smoke pollution and exposure. *Tob Control*. 2011;20(1):e1. doi:10.1136/tc.2010.037382.
42. Sleiman M, Gundel L a, Pankow JF, Jacob P, Singer BC, Destailhats H. Formation of carcinogens indoors by surface-mediated reactions of nicotine with nitrous acid, leading to potential thirdhand smoke hazards. *Proc Natl Acad Sci U S A*. 2010;107(15):6576–81. doi:10.1073/pnas.0912820107.
43. Hang B, Sarker AH, Havel C, et al. Thirdhand smoke causes DNA damage in human cells. *Mutagenesis*. 2013;28(4):381–91. doi:10.1093/mutage/get013.
44. U.S. Fire Administration. U.S. fire statistics. 2015. Available at: www.usfa.fema.gov/data/statistics/. Accessed February 11, 2015.
45. Hall JRJ. *The Smoke-Material Fire Problem*. National Fire Protection Association Fire Analysis and Research Division. Quincy, MA; 2013. Available at: www.nfpa.org/~media/Files/Research/NFPA_reports/Major_Causes/ossmoking.pdf.
46. U.S. Fire Administration. U.S. fire deaths, fire death rates and risk of dying in a fire. 2014. Available at: www.usfa.fema.gov/data/statistics/fire_death_rates.html. Accessed February 11, 2015.
47. U.S. Fire Administration. *Behavioral Mitigation of Smoking Fires*.; 2006. Available at: www.usfa.dhs.gov/downloads/pdf/publications/fa-302-508.pdf.
48. U.S. Department of Health and Human Services. 2006 Surgeon General's Report—The Health Consequences of Involuntary Exposure to Tobacco Smoke. 2006. Available at: www.cdc.gov/tobacco/data_statistics/sgr/2006/index.htm. Accessed June 14, 2014.
49. King B a, Babb SD, Tynan M a, Gerzoff RB. National and state estimates of secondhand smoke infiltration among U.S. multiunit housing residents. *Nicotine Tob Res*. 2013;15(7):1316–21. doi:10.1093/ntr/nts254.
50. Chambers C, Sung H, Max W. Home Exposure to Secondhand Smoke among People Living in Multiunit Housing and Single Family Housing: A Study of California Adults, 2003 – 2012. *J Urban Heal*. 2014. doi:10.1007/s11524-014-9919-y.
51. Wilson KM, Klein JD, Blumkin AK, Gottlieb M, Winickoff JP. Tobacco-smoke exposure in children who live in multiunit housing. *Pediatrics*. 2011;127(1):85–92. doi:10.1542/peds.2010-2046.
52. American Lung Association in California the Center for Tobacco Policy and Organizing. Secondhand Smoke Survey: California Voters' Attitudes about Secondhand Smoke Exposure. 2008. Available at:

- <http://center4tobaccopolicy.org/wp-content/uploads/2013/06/Summary-of-Key-Findings-SHS-Poll-Overall-Results-November-2008.pdf>. Accessed February 11, 2015.
53. Ops. Cal. Leg. Counsel, No. 21547 (Sept. 23, 1999) (Smoking Bans: Residential Rental Property) (on file with ChangeLab Solutions).
 54. American Lung Association in California Center for Tobacco Policy and Organizing. Local California Smokefree-Housing Policies Detailed Analysis December 2013. 2013. Available at: <http://center4tobaccopolicy.org/wp-content/uploads/2013/12/Local-California-Smokefree-Housing-Policies-Detailed-Analysis-December-2013.pdf>.
 55. American Lung Association in California Center for Tobacco Policy and Organizing. *Matrix of Strong Local Smokefree Multi-Unit Housing Ordinances December 2013*. Sacramento, CA; 2013. Available at: <http://center4tobaccopolicy.org/wp-content/uploads/2013/12/Matrix-of-Strong-Local-Smokefree-Multi-Unit-Housing-Ordinances-December-2013.pdf>.
 56. ChangeLab Solutions. *There is No Constitutional Right to Smoke (CA Version)*. Oakland, CA; 2005. Available at: <http://changelabsolutions.org/publications/no-right-to-smoke-CA>.



City of Sunnyvale

Agenda Item

16-0034

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Support the Preferred Alignment of the Stevens Creek Trail as Recommended by the Joint Cities Working Team (JCWT) and Find that Action is Exempt from CEQA under CEQA Guidelines Sections 15262 and 15306 (Feasibility and Planning Studies and Information Collection)

REPORT IN BRIEF

The Joint Cities Coordinated Stevens Creek Trail Feasibility Study (Feasibility Study) is a study initiated by the cities of Sunnyvale, Mountain View, Cupertino, Los Altos, and the Santa Clara Valley Water District in an effort to identify feasible alignments to close the gap of the Stevens Creek Trail between Mountain View and Cupertino. The draft study was released March 2015, and after several months of public input, the Joint Cities Working Team (JCWT) has made their recommendations to each of the city councils on the preferred alignment and other policies that support this collaborative effort. The team is now asking the city councils to support their recommendations.

Staff recommends supporting the JCWT's recommendations with a phased approach; seeking grant funding as appropriate to carry out the recommendations; and adopting the following policies as identified in the JCWT recommendation summary:

- a. All trail projects should try to improve habitat values in and around Stevens Creek.
- b. Existing public lands near Stevens Creek should be maintained as public land to preserve habitat and future trail opportunities.
- c. Continue collaboration with regional partners for extension of the Stevens Creek Trail.

BACKGROUND

The Stevens Creek Trail is a partially completed bicycle and pedestrian route along the Stevens Creek corridor. The trail corridor concept was originally proposed by County of Santa Clara trail planners in 1961 to create an interconnected system of trails that would connect parks along Stevens Creek. Today the trail stretches from San Francisco Bay in Mountain View to Dale Avenue/Heatherstone Way. Another segment of the trail has been completed in Cupertino south of Stevens Creek Boulevard through Blackberry Farm Park and McClellan Ranch Preserve. The gap between these existing trail segments has been the focus of the Feasibility Study.

Most recently the City has actively participated in the Joint Cities Working Team (JCWT), a cooperative group of policy representatives from Sunnyvale, Mountain View, Cupertino, Los Altos, and the Santa Clara Valley Water District. The group was formed in 2009 with the goal of developing and coordinating a mutually agreeable concept for completion of the Stevens Creek Trail and subsequently to seek resources to construct the remaining trail in a cooperative and unified effort. As part of this effort the four cities agreed to funding contributions for a Feasibility Study to identify feasible alignments that would close the gap between Mountain View and Cupertino. Funds for the study were also provided by the Friends of the Stevens Creek Trail and a Project Readiness Initiative

grant from the Santa Clara Valley Transportation Authority (VTA).

To complete the Feasibility Study, the four cities contracted with Jana Sokale Environmental Planning (through Sunnyvale as lead agency) in 2012 and subsequently the JCWT sought out volunteers for a Citizens Working Group (CWG). The CWG was tasked with reviewing the technical Feasibility Study findings and serve in an advisory role to the JCWT. The scope of the Feasibility Study was to identify alternatives for the completion of a public bicycle and pedestrian connection and to gather community input throughout the process. The Feasibility Study analyzed a wide variety of possible routes and evaluated a range of possible improvements including fully separated off-street bicycle/pedestrian trails, on-street bike lanes, and neighborhood greenways on lower volume residential streets. The Feasibility Study report presents numerous routes that are considered feasible and documents routes that were evaluated but considered infeasible. This analysis is presented in the Joint Cities Coordinated Stevens Creek Trail Feasibility Study (Attachment 1; www.stevenscreektrail.insunnyvale.com <<http://www.stevenscreektrail.insunnyvale.com/>>).

While the Feasibility Study itself does not make any recommendations on preferred routes, it provided the framework for the JCWT on feasible alignments. The JCWT was tasked with making preferred alignment recommendations upon conclusion of the 2015 public input.

Now that the JCWT has made their recommendation on preferred alignments to close the gap between Mountain View and Cupertino, they ask their colleagues on the councils of the four cities to support their mutually agreed-on concept for completion of the Stevens Creek Trail (see Attachment 2 for Joint Cities Working Team Recommendations to the City Councils).

The Parks and Recreation Commission considered this item at a noticed public hearing on November 11, 2015 and the Bicycle and Pedestrian Advisory Commission considered this item at a noticed public hearing on November 19, 2015.

EXISTING POLICY

Land Use and Transportation Element LT-1, Protect and sustain a high quality of life in Sunnyvale by participating in coordinated land use and transportation planning in the region.

Land Use and Transportation Element LT-2, Preserve and enhance an attractive community, with a positive image and sense of place that consists of distinctive neighborhoods, pockets of interest and human-scale development

Land Use and Transportation Element LT-4, Preserve and enhance the quality character of Sunnyvale's industrial, commercial and residential neighborhoods by promoting land use patterns and related transportation opportunities that are supportive of the neighborhood concept.

Land Use and Transportation Element LT-5, Attain a transportation system that is effective, safe, pleasant and convenient.

Land Use and Transportation Element LT-8, Provide and maintain adequate and balanced open space and recreation facilities for the benefit of maintaining a healthy community based on community needs and the ability of the city finance, construct, maintain and operate these facilities now and in the future.

Land Use and Transportation Element LT-9, A regional approach to providing and preserving open space and providing open space and recreational services, facilities and amenities for the broader community.

ENVIRONMENTAL REVIEW

Supporting the preferred alignment of the Stevens Creek Trail is categorically exempt from environmental review under Section 15262 of the CEQA Guidelines, which exempts feasibility and planning studies for possible future actions that have not been funded or approved. The action is also exempt under CEQA Guideline Section 15306, which exempts information gathering activities undertaken as part of a study leading to action that the agency has not yet approved, adopted, or funded. Should Council direct staff to move the project forward, appropriate CEQA analysis will be performed during the project design or master planning process.

DISCUSSION

The Feasibility Study analyzed a variety of alignments connecting the trail gap between Mountain View and Cupertino, and included a variety of facilities such as off-street pedestrian and bike paths, as well as on-street bike lanes and neighborhood greenways. The study area was divided into four study segments to facilitate the presentation of the feasibility findings. The feasible segments vary by length and begin and end at City streets. The feasibility study area is as follows:

- Study Segment 1: Dale Avenue/Heatherstone Way to Fremont Avenue - This segment extends from the Permanente Creek Bypass Channel overpass at St. Giles Lane in Mountain View and to Mary Avenue in Sunnyvale and it surrounds Mountain View High School and Cherry Chase Elementary School. The study identifies an off-street pedestrian/bike path along the 22 acres of open space within the shared space along the Creek between Mountain View and Sunnyvale.

This is the only segment within the Feasibility Study boundaries where a trail along the Creek was found to be feasible based on the availability of public land and the physical space required for trail construction. However, implementation of a trail through this segment is very challenging due to limited Creek bank area. Several bridges would need to be built crossing the Creek and lengthy structures would be needed to span narrow areas between the State Route 85 sound wall and areas of very narrow Creek bank. A lengthy environmental review and permitting process will be required prior to any construction in this area.

- Study Segment 2: Fremont Avenue to Homestead Road - This study segment extends from Louise Lane in Los Altos to Mary Avenue in Sunnyvale and it includes the areas around West Valley Elementary School and Cupertino Middle School.
- The JCWT recommended alignment is a potential off-street pedestrian/bike path along the Bernardo Avenue sound wall, between Fremont Avenue and Homestead Road including a bike/pedestrian overpass at Fremont Avenue. The alternatives for implementation of this path include either the conversion of Bernardo to a one-way street, or significant reduction in parking. While the preliminary investigation done as part of the study determined that this option is feasible, if the City pursues this alignment, further studies must be conducted to fully evaluate the impacts of the roadway change. The JCWT recommended that a detailed traffic and parking study be conducted for this segment, with the findings being considered by the

City of Sunnyvale prior to any further trail master planning work in this segment. If based on the findings of the comprehensive traffic and parking study, the off-street bike/pedestrian path was found infeasible or if this option was not supported by the City of Sunnyvale, the JCWT recommended modest bike and pedestrian safety improvements and/or wayfinding on Belleville Way, Bernardo Ave, and Bedford Avenue.

Numerous concerns from area residents were expressed during the public outreach process regarding this alignment. Potential changes to the roadway in this segment generated concerns about traffic diversion in the neighborhood, loss of parking, and degradation of already difficult traffic conditions around Cupertino Middle School during pick-up and drop-off times. The current Feasibility Study was limited to evaluating roadway widths and physical constraints necessary for trail construction and did not evaluate the potential traffic impacts from narrowing the roadway. Conversely, the Feasibility Study also did not attempt to quantify the potential benefits of a separated off-street bike/pedestrian trail that could provide safer access to the school for area students.

- Study Segment 3: Homestead Road to Stevens Creek Boulevard - This segment extends from Grant Road/Foothill Boulevard in Los Altos and Cupertino to Mary Avenue in Cupertino and includes the area contiguous to Homestead High School and near Stevens Creek Elementary School.

In this segment only potential improvements along Homestead Road near Highway 85 are within the City of Sunnyvale. The Feasibility Study concluded that no feasible routes exist that could accommodate an off-street facility and connect through to the existing trail that ends at Stevens Creek Boulevard. Although several on-street routes were considered feasible, the JCWT recommended no specific preferred routes through this area. Rather, a long-term vision was articulated that trail routes continue to be evaluated as conditions change in the area such as the reconstruction of the I-280/SR-85 interchange, or the Union Pacific Railroad property becomes available.

Improvements to Homestead Road at the Highway 85 crossing would consist of a widening the existing bridge or constructing a new bike/pedestrian bridge to create a separated bike/pedestrian path on the north side of Homestead. Highway 85 on-off ramps would also be realigned to promote bike/pedestrian safety. Improvements in this area could be extended along Homestead to connect to an existing off-street bike /pedestrian trail in Los Altos. These improvements would be designed to improve safety for students walking and cycling to nearby Cupertino Middle School and Homestead High School.

- Study Segment 4: Trail Connections to Rancho San Antonio County Park via Stevens Creek Boulevard - This segment is in Cupertino and connects east-west along Stevens Creek Boulevard to Rancho San Antonio County Park. This connection would not be considered part of the Stevens Creek Trail but could provide an important connection from the existing trail through Blackberry Farm Park to an extensive trail network in Rancho San Antonio County Park. While no part of this segment is within the City of Sunnyvale, supporting the efforts of our four-cities partners could help secure funding to improve a route that would be available to Sunnyvale residents.

During the months of July and August 2015 the JCWT held a series of meetings to discuss the team's recommendation to the city councils. During these discussions, the JCWT policymakers took into consideration all these potential issues and others outlined in the draft Feasibility Study, to make their recommendations on preferred alignments and other improvements. As they developed their recommendations the team also considered the public input received during the comment period, the CWG recommendations, and their individual insight to conclude on regional recommendations for the Stevens Creek Trail. The team's recommendations are summarized in the *Joint Cities Working Team Recommendations to the City Councils*, Attachment 2. The recommendation represents the majority support of the policymakers and includes alignment preferences as well as policy recommendations, such as protect and improve habitat, preserve public land, and continue collaboration with regional partners for extension of the Stevens Creek Trail.

Now that the Feasibility Study is complete and the JCWT has made their recommendations, Sunnyvale must decide which alignment(s), if any, to pursue. If the City decides to pursue the implementation of major infrastructure as part of the Stevens Creek Trail, a master plan and environmental review will be required. While the JCWT was a regional group who made recommendations within Sunnyvale, the City of Sunnyvale is ultimately the only party responsible for decisions on improvements in Sunnyvale and implementation of these improvements.

As part of their recommendation, the JCWT also asked the cities to support each other in a collaborative effort to close the existing gap of the Stevens Creek Trail. This collaboration would include coordination and sponsorship in seeking grant funding, coordination during the planning and environmental review processes, and coordination with construction of any improvements.

The JCWT agreed that each of the four cities would present the study and JCWT recommendations to their respective councils and commissions in accordance with their corresponding schedules and procedures. Once the four councils have made their recommendations, the JCWT will reconvene to discuss the outcome and next steps.

FISCAL IMPACT

The fiscal impact of any recommendations for improvements will vary depending on the extent of trail improvements made. Most improvements identified by the Feasibility Study will require funding for further planning, environmental review, and implementation and may require future regional collaboration to seek grant funding.

The identification of a preferred trail alignment does not commit the City to provide funding for additional planning and implementation. Regional transportation funding typically includes funds designated specifically for bicycle and pedestrian improvements. Transportation grant funds often require local matching funds and vary by grant program. Current City policies require staff to seek Council approval when applying for grants that require matching funds, except in cases where matching funds are available in the approved City budget.

PUBLIC CONTACT

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

Between November of 2012 and May 2014, a series of 23 JCWT and CWG meetings and other public meetings were held to discuss the project and potential alignments to be studied. The draft of the study was released in March 2015 and posted on the project website for public review and comment. Three public input meetings were held in Sunnyvale, Cupertino, and Mountain View. These meetings were advertised by each of the four cities with mailed notices to businesses and residences within a 500-foot radius of study alignments, social media, web posting, and the project's email list; it is estimated that 100-200 people were in attendance at each of the meetings. While each of the meetings had a brief overview of the project, the primary purpose of the three meetings was to obtain public input on the project and potential alignments. A summary of high-level themes heard during these meetings is included in the JCWT Recommendations to City Councils (Attachment 2).

During the comment period, the public was encouraged to submit written comments. The initial deadline for written public comments was June 10, 2015, but was extended by the JCWT to July 20, 2015. A total of 945 written comments were received during this period. Technical comments were reviewed and included in the body of the report as revisions where appropriate. All written comments received during the public comment period are included in Appendix C of the Feasibility Study report.

During the comment period, staff also received comments from Caltrans, County of Santa Clara, Santa Clara Valley Water District, and the Cupertino Union School District. The School District expressed concerns with the Stevens Creek Trail Alignments on Belleville Way and Bernardo Avenue. The School District's comments and comments received from the other public agencies are listed in Attachment 3 (Public Agency Comments on the Draft Joint Cities Coordinated Stevens Creek Trail Feasibility Study).

Commission Review

The Parks and Recreation Commission reviewed this item at their November 11, 2015 meeting (RTC 15-0900). While the commissioners expressed concerns regarding traffic if an alignment on Bernardo Avenue were implemented, they were in support of further study as staff recommended. The Parks and Recreation Commission voted 4-0 unanimously in agreement with Staff recommendation to support Alternatives 1, 2(a), 3, 4, and 5, (See Attachment 4).

The Bicycle and Pedestrian Advisory Commission reviewed this item at their November 19, 2015 meeting (RTC 15-1038). The Commission expressed concerns with the staff recommendation to initiate a comprehensive traffic and parking study for an off-street bicycle/pedestrian trail on Bernardo Avenue, between Fremont Avenue and Homestead Road, *after* completing environmental review and securing funding for potential construction of Study Segment 1. The Commission felt that the recommended phasing could unnecessarily delay the potential implementation of Study Segment 2. The commission voted 6-0 (Commissioner Okuzumi absent) in agreement with Staff recommendation to support Alternatives 1, 2(a), 3, 4, and 5, (See Attachment 5) with the following modifications:

- Remove the phasing condition from Alternative 2(a) and change it to the following:
 - Initiate a comprehensive traffic and parking study for an off-street bicycle/pedestrian trail on Bernardo Avenue for Study Segment 2 (Fremont Avenue to Homestead Road). If the traffic study indicates that an off-street facility is desirable as determined by the Sunnyvale City Council, then proceed to seek grant funding for trail master planning, environment review and potential construction of Study Segment 2.
- Revise Alternative 5(c) to include support for the spur trail recommended by the JCWT for Study Segment 4.

Staff has reviewed the changes to the recommendation as proposed by the Bicycle and Pedestrian Advisory Commission. Staff supports the recommended change to Alternative 5(c) to include support for the connection to Rancho San Antonio Park. However, staff has not changed its recommendation on Alternative 2(a) to remove the phasing condition. Staff considers the recommended improvements to Segment 2 along Bernardo Avenue as a potential extension of the trail system south from a completed Segment 1 trail and not a stand-alone project. With an unknown schedule to implement a trail in Segment 1 and only a preliminary concept of an alignment connecting to Fremont Avenue, staff believes it would be premature to initiate the traffic study of Bernardo. Since traffic patterns and volumes can change over time and may be impacted by the potential modifications connecting to Fremont Avenue, staff included the phasing conditions as a way to ensure traffic studies of Bernardo would not begin until there was more certainty about the implementation of Segment 1. This phasing would better allocate City resources by ensuring studies for Bernardo Avenue do not become obsolete before the City considers further extension of the trail.

ALTERNATIVES

1. Support the recommended alignment of the JCWT in Study Segment 1 (Dale Avenue/Heatherstone Way to Fremont Avenue). This includes an off-street trail along the 22 acres of open space along State Route (SR) 85 from Dale Avenue/Heatherstone Way to Fremont Avenue, and connections at Fremont Avenue, on both sides of SR 85. Collaborate with Mountain View to seek out grant funding for the master planning, environmental review, and potential construction.
2. (a) Upon completing environmental review and securing funding for potential construction of Study Segment 1, initiate a comprehensive traffic and parking study for an off-street bicycle/pedestrian trail on Bernardo Avenue for Study Segment 2 (Fremont Avenue to Homestead Road). If the traffic study indicates that an off-street facility is desirable as determined by the Sunnyvale City Council, then proceed to seek grant funding for trail master planning, environmental review and potential construction of Study Segment 2.
2. (b) Evaluate modest bike and pedestrian safety improvements on Bernardo Avenue, for Study Segment 2 (Fremont Avenue to Homestead Road), as well as other routes in the area that could connect to the Stevens Creek Trail, such as Belleville Way and Bedford Avenue.
3. Collaborate with Cupertino and Los Altos to seek out grant funding for the master planning, environmental review, and construction of Study Segment 3 (Homestead Road to Stevens Creek Boulevard) improvements at Homestead Road (i.e., the Homestead Road bridge widening or Homestead Road pedestrian/bike bridge).
4. Support our regional partners as they pursue funding for closing the gap for the Stevens Creek Trail between Mountain View and Cupertino.
5. In an effort to achieve the regional goal of extending the Stevens Creek Trail the City will support and adopt the following policies as identified in the JCWT recommendation summary:
 - a. All trail projects should try to improve habitat values in and around the Creek.
 - b. Existing public lands near Stevens Creek should be maintained as public land to preserve habitat and future trail opportunities.
 - c. The City will continue collaboration with regional partners for extension of the Stevens Creek Trail and support the alignment of a Stevens Creek Boulevard spur trail connection to Rancho San Antonio County Park.
6. Other direction as determined by City Council.

STAFF RECOMMENDATION

Alternatives 1, 2(a), 3, 4, and 5:

1. Support the recommended alignment of the JCWT in Study Segment 1 (Dale Avenue/Heatherstone Way to Fremont Avenue). This includes an off-street trail along the 22 acres of open space along State Route (SR) 85 from Dale Avenue/Heatherstone Way to Fremont Avenue, and connections at Fremont Avenue, on both sides of SR 85. Collaborate with Mountain View to seek out grant funding for the master planning, environmental review, and potential construction.
2. (a) Upon completing environmental review and securing funding for potential construction of Study Segment 1, initiate a comprehensive traffic and parking study for an off-street bicycle/pedestrian trail on Bernardo Avenue for Study Segment 2 (Fremont Avenue to Homestead Road). If the traffic study indicates that an off-street facility is desirable as determined by the Sunnyvale City Council, then proceed to seek grant funding for trail master planning, environmental review and potential construction of Study Segment 2.
3. Collaborate with Cupertino and Los Altos to seek out grant funding for the master planning, environmental review, and construction of Study Segment 3 (Homestead Road to Stevens Creek Boulevard) improvements at Homestead Road (i.e., the Homestead Road bridge widening or Homestead Road pedestrian/bike bridge).
4. Support our regional partners as they pursue funding for closing the gap for the Stevens Creek Trail between Mountain View and Cupertino.
5. In an effort to achieve the regional goal of extending the Stevens Creek Trail the City will support and adopt the following policies as identified in the JCWT recommendation summary:
 - a. All trail projects should try to improve habitat values in and around Stevens Creek.
 - b. Existing public lands near Stevens Creek should be maintained as public land to preserve habitat and future trail opportunities.
 - c. Continue collaboration with regional partners for extension of the Stevens Creek Trail and support the alignment of a Stevens Creek Boulevard spur trail connection to Rancho San Antonio County Park.

Supporting the alignments recommended by the JCWT and supporting our regional partners provides an opportunity to extend the Stevens Creek Trail and develop pedestrian and bicycling infrastructure intended to provide a convenient transportation alternative to motor vehicles, improve recreational opportunities and access to open space. Furthermore, prioritizing improvements on Study Segment 1 will give the City an opportunity to use the findings of the environmental review and design of this segment to establish the framework for the analysis and studies to be done for Study Segment 2.

Prepared by: Carla Ochoa, Traffic Engineer

Reviewed by: Manuel Pineda, Director, Department of Public Works

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

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Joint Cities Coordinated Stevens Creek Trail Feasibility Study
2. Joint Cities Working Team Recommendations to the City Councils
3. Public Agency Comments on the Draft Joint Cities Coordinated Stevens Creek Trail Feasibility Study
4. Excerpt of Draft PRC Minutes of November 11, 2015

5. Excerpt of Draft BPAC Minutes of November 19, 2015

The Joint Cities Coordinated Stevens Creek Trail Feasibility Study can be found here:

www.stevenscreektrail.insunnyvale.com

Joint Cities Coordinated Stevens Creek Trail Feasibility Study

JOINT CITIES WORKING TEAM RECOMMENDATION TO THE COUNCILS

Project Background

The vision for a Stevens Creek Trail was first identified by the Santa Clara County Planning Department in 1961. The County's plan for a "Stevens Creek Park Chain" created a framework for preserving land along Stevens Creek for an interconnected system of parks and trails. Today, the Stevens Creek Trail extends approximately five miles from San Francisco Bay to the Dale/Heatherstone bike-pedestrian overcrossing of State Route 85 in Mountain View. An additional one mile trail segment is in place from Stevens Creek Boulevard to McClellan Road through Blackberry Farm Park and McClellan Ranch Preserve in Cupertino. A gap exists between these trail segments of approximately three miles through the cities of Cupertino, Los Altos, Mountain View and Sunnyvale.

The purpose of this feasibility study was to evaluate potential routes to bridge the gap in trail segments that currently exist. The scope of the feasibility study also included an evaluation of routes to connect Stevens Creek Trail to Rancho San Antonio County Park which features an extended trail network into the Santa Cruz Mountains. Study area boundaries, as shown in Figure 1, were established from Heatherstone Way in the north, Mary Avenue to the east, Grant Road to the west, and Stevens Creek Boulevard to the south. The study area is approximately 3.25 miles north to south and 1.50 miles east to west.

A coordinated trail planning effort between the four cities was started in 2009 with the appointment of a Stevens Creek Trail Coordination Committee consisting of one elected official and one staff member from each of the four jurisdictions. This group worked to develop the scope of the current feasibility study, prepare the funding plan, and selected a consultant to prepare the feasibility study. In 2011, the four cities entered a funding agreement and created the Joint Cities Working Team (JCWT) to oversee preparation of the feasibility study. In the fall of 2012, a Citizens Working Group (CWG) was also created to assist with public outreach and act in an advisory role to the JCWT.

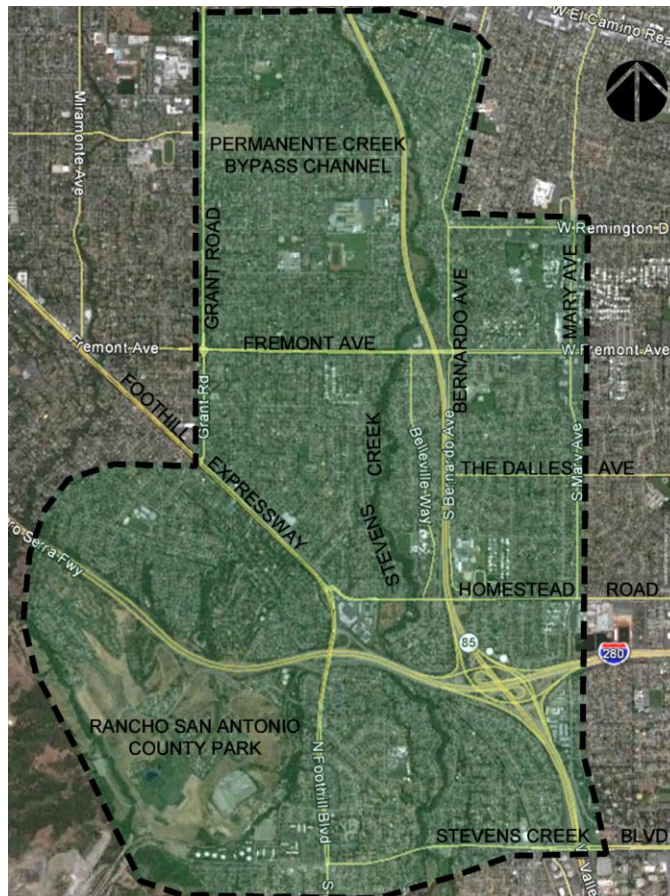


Figure 1 - Study Area

Feasibility Study Outreach Process

Between November of 2012 and May of 2014, a series of public meetings of the JCWT and CWG were held to review current conditions and discuss possible trail alignments. Five community meetings were held to gather input on potential trail alignments. A full summary of these meetings can be found in Appendix B of the Joint Cities Coordinated Stevens Creek Trail Feasibility Study (<http://www.stevenscreektrail.insunnyvale.com>). After this series of meetings a draft feasibility study report was prepared and then published for public comment in March 2015.

It is important to note that the final feasibility study report does not include recommendations for which trail alignments are considered to be the best. The feasibility study was developed to assess the technical feasibility of a wide array of possible alignments and to document the characteristics of routes that are considered feasible. Filling the gap in the Stevens Creek Trail presents many challenges including the possibility of constructing bridges or tunnels to traverse the Creek itself and to cross major roadways such as Interstate 280, State Route 85, Fremont Avenue, and Homestead Road. The feasibility study developed potential solutions to these challenges with conceptual level engineering analysis and ruled out some potential routes as infeasible. This analysis focused on physical constraints including elevation changes, existing infrastructure such as the location of bridges and sound walls, and the availability of existing public land. Although the feasibility study provides a solid basis from which the JCWT formulated a set of recommendations, these recommendations may require further planning, studies, or environmental review to determine further feasibility.

Once the draft feasibility study was published in March 2015, an additional seven public meetings of the CWG and JCWT were held before this final recommendation from the JCWT was completed on August 21, 2015. During this time, comments on the draft feasibility study report were accepted via e-mail and mailings. Ultimately, 945 written comments were received and are included as Appendix C of the Final Joint Cities Coordinated Stevens Creek Trail Feasibility Study report. All comments were provided to members of the CWG and the JCWT before recommendations were made. Three additional public outreach meetings were held by the JCWT in May and June of 2015 to obtain public input on the project. These meetings were well attended with approximately 100-200 residents attending each of the three meetings. A brief summary of the outreach meetings is included as Attachment A (High-Level Themes – SCT Public Input Meetings).

Recommendation Development

The recommendations outlined in this summary represent the majority support of the JCWT and includes alignment preferences as well as policy recommendations. During their discussions, the policymakers took into consideration the draft feasibility study, public comments, the CWG recommendations (Attachment B), and individual insight to conclude on regional recommendations for the Stevens Creek Trail. The JCWT made its recommendations as a regional body and considered the alignments through all of the cities. These recommendations were discussed during a series of four meetings on July 20th, July 24th, August 5th, and August 21st. Meeting minutes for these four meetings can be found [here](#).

(<http://sunnyvale.ca.gov/Departments/PublicWorks/StevensCreekTrailJointCitiesFeasibilityStudy/Steven sCreekTrailMeetingNotes.aspx>).

Alignment Recommendations

Study Segment 1 – Dale Avenue/Heatherstone Way to Fremont Avenue

The preferred Stevens Creek Trail (SCT) route in this segment is an off-street trail through existing open space areas along Stevens Creek as shown in Figure 2.

Steps to preserve and enhance the riparian habitat along the Creek in this segment should be included as part of master planning for the trail project. Special attention should be paid to narrow areas where new bridges or structures are needed to traverse the Creek.

Connections to the trail in this study segment should include:

- A connection to West Remington Drive in Sunnyvale via a new bicycle/pedestrian bridge over Stevens Creek. This connection is prioritized by the JCWT to provide neighborhood access.
- A connection to Mountain View High School via new bicycle/pedestrian bridge over Highway 85 near Bryant Ave. in Mountain View.
- Connections to Fremont Avenue east and west of Highway 85 if feasible.

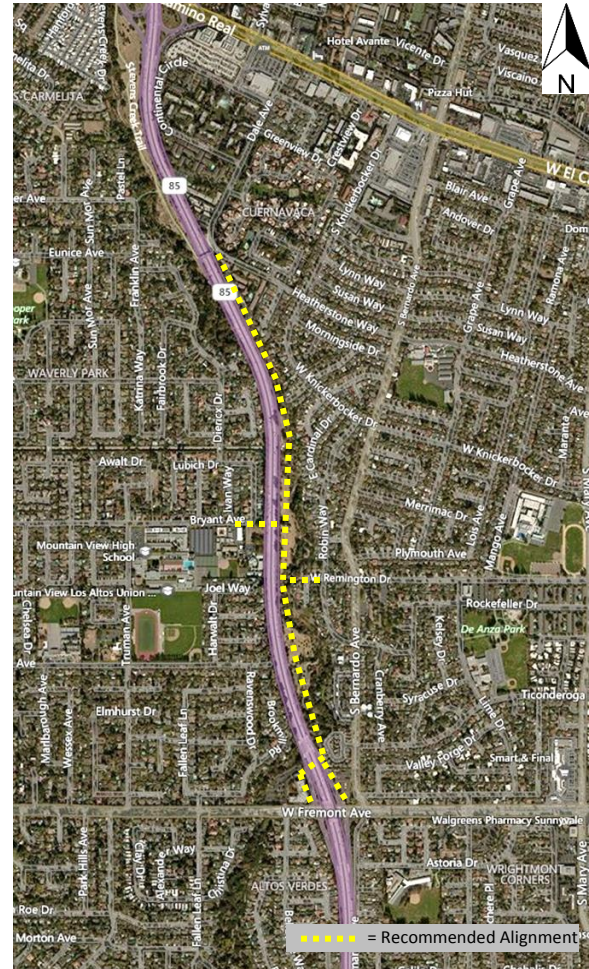


Figure 2 – Study Segment 1 Recommended off-street pedestrian/bike trail



Figure 3 – Potential Configuration on Bernardo Avenue, between Astoria Drive and The Dalles Avenues

Study Segment 2 – Fremont Avenue to Homestead Road

The preferred alignment is an off-street bike/pedestrian pathway on Bernardo Avenue including a bike/pedestrian overpass of Fremont Avenue at Bernardo. This alignment requires either the removal of on-street parking or the conversion of Bernardo to a one-way street. A detailed parking and traffic study should be conducted prior to further trail master planning work in this segment so the City of Sunnyvale can determine if this alignment is feasible. Every effort should be made to minimize impacts to nearby residents by preserving parking where feasible. In addition to the off-street improvements

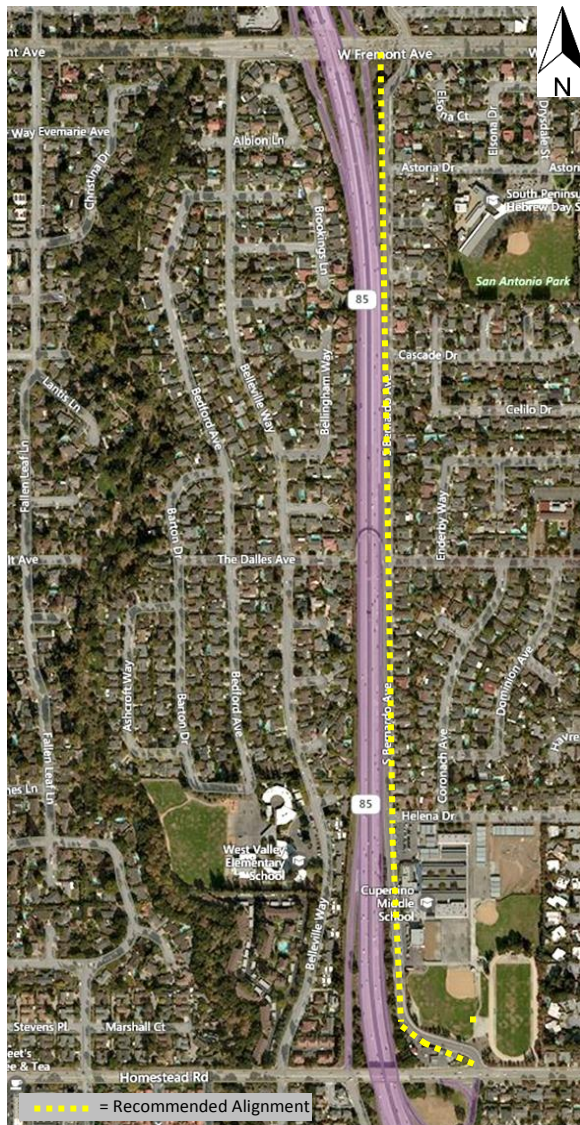


Figure 4- Study Segment 2 Recommended off-street pedestrian/bike trail

on Bernardo, modest on-street bike/pedestrian improvements should be considered on Belleville Way and Fallen Leaf Lane consistent with each city's adopted bike/pedestrian master plans. Special attention should be paid to making safety enhancements for bikes and pedestrians near Cupertino Middle School and managing traffic during school pick up and drop off times. A potential configuration of Bernardo Avenue, between Astoria Drive and The Dalles Avenue is shown in Figure 3 and Figure 4 outlines the location of the JCWT recommendation in this segment.

If an off-street bike/pedestrian pathway on Bernardo Avenue is not considered feasible by the City of Sunnyvale, no routes should be designated as the Stevens Creek Trail in this segment. In this case, other modest bike and pedestrian safety improvements should be evaluated on Bernardo Avenue as well as other routes in the area that could connect to the Stevens Creek Trail, such as Belleville Way, Fallen Leaf Lane, Bernardo Avenue, and Bedford Avenue.

The extent of these modest improvements and their implementation should be determined by each city for the streets within its jurisdiction.

Study Segment 3 – Homestead Road to Stevens Creek Boulevard

In this study segment no route for an off-street facility was found to be feasible. Although several feasible alternatives were identified in the feasibility study, the JCWT did not select one of these routes as a preferred alternative. Feasible routes identified in the study had major drawbacks which included: 1) the route required on-street bike lanes on heavily traveled and high-speed streets such as Stevens Creek Boulevard, Foothill Boulevard, or Mary Avenue which



Figure 5 – Existing Homestead Road Bike/Pedestrian Path in Los Altos

was considered incompatible with the goal of a system that was suitable for bike riders of all skill levels; or 2) the route required a new crossing of Interstate 280 in an area that could be changed by the planned reconfiguration of the I-280/SR 85 interchange.

While the JCWT did not specify for an alignment in segment 3, they recognize there is a need for a long term vision for the trail. The JCWT agreed that should circumstances change regarding the availability of land in the area, further studies should be undertaken to identify a feasible route. For example, if the Union Pacific Railroad right-of-way became available in the future, new off-street trail routes may be possible and should be explored and pursued as a “rails-to-trails” concept. In addition, if the I-280/State Route 85 Interchange were rebuilt, new routes may become available through this area. Since the rebuilding of this interchange is included in current long-range transportation plans, the JCWT recommends that cities reach out proactively to Caltrans and VTA to express that bike and pedestrian accesses through the interchange is a community priority and discourage any modifications that may limit future improvements. Furthermore, the JCWT supports improvements on Foothill Expressway/Boulevard. While this segment would not be part of the Stevens Creek Trail, bicycle and pedestrian improvements should be considered if there are Caltrans improvements to the I-280/Foothill interchange or as part of other city or county projects in the vicinity.

Within this segment improvements to Homestead Road were evaluated. The Homestead Road crossing of State Route 85 is particularly challenging for bicycles. The JCWT supported either widening the existing bridge or building a separate parallel bicycle/pedestrian bridge to provide a connection to the existing off-street bike/pedestrian pathway along the north side Homestead Road in Los Altos. This improvement would have independent utility as a safety improvement for better bike access to Cupertino Middle School and Homestead High School for students in Cupertino, Los Altos and Sunnyvale.

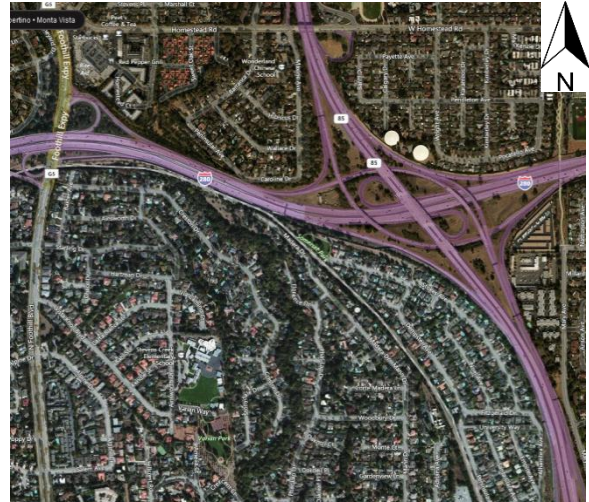


Figure 6 - Study Segment 3 Area



Figure 7 – Eastbound Homestead Road Approaching Bernardo Avenue/NB SR 85

Study Segment 4 – Trail Connections to Ranch San Antonio County Park via Stevens Creek Boulevard

The preferred route from Blackberry Farm to Rancho San Antonio County Park is using the existing Stevens Creek Boulevard on-street bike lanes and then continuing west via an off-street trail along the north side of Stevens Creek Boulevard starting near Stonebridge. This route would include a new bike/pedestrian bridge over the Union Pacific Railroad tracks and connect to the Hammond-Snyder Loop Trail in Rancho San Antonio County Park. This route is considered an important recreational amenity for the community but is not considered part of the Stevens Creek Trail.

A staging area is recommended with parking, restrooms, and signage on County Roads and UPRR land south of the new railroad crossing bridge.

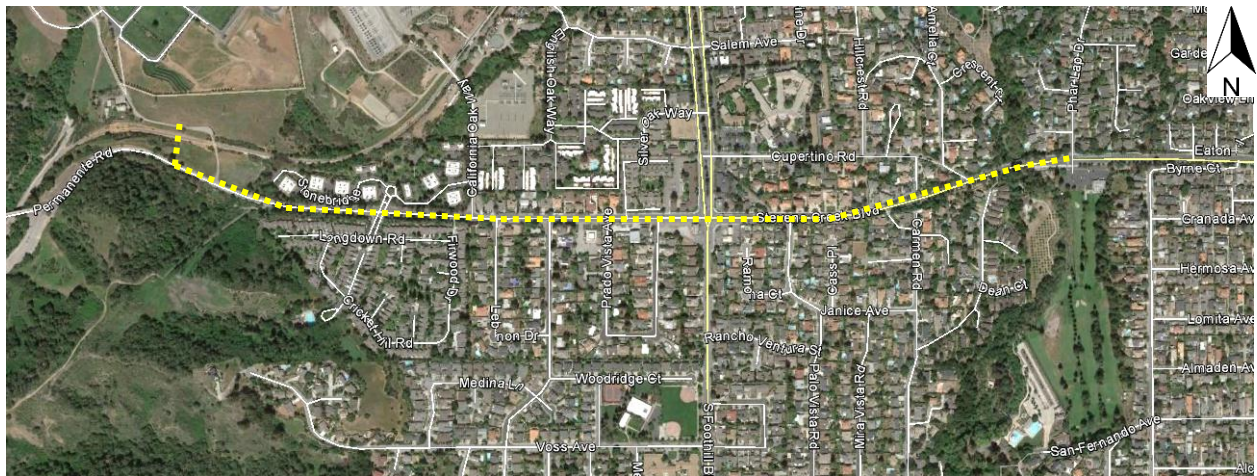


Figure 8 - Study Segment 4 Area

Other Recommendations

- Stevens Creek is important habitat for Steelhead which is a Federally-listed threatened species. Any construction near the Creek will require an extensive environmental review process by State and Federal wildlife agencies. Any future trail projects should try to improve habitat values in and around the Creek channel.
- Existing public lands near Stevens Creek should be maintained as public land to preserve habitat and future trail opportunities.
- Extension of the Stevens Creek Trail is an important regional goal that can benefit each jurisdiction. The four cities should support each other with future efforts to continue with master planning and implementation of trail segments within each jurisdiction through continued collaboration and support for funding opportunities.

List of Attachments

Attachment A: High-Level Themes – SCT Public Input Meetings

Attachment B: Citizens Working Group Recommendations to the Joint Cities Working Team on the Stevens Creek Trail Feasibility Study

ATTACHMENT A

High-Level Themes – SCT Public Input Meetings

High-Level Themes SCT Public Input Meetings

The following themes from each of the three SCT Public Input meetings were compiled by Shawn Spano, meeting facilitator, and shared with the participants at the end of each meeting.

May 21, 2015 Meeting in Sunnyvale

- Use existing infrastructure (to minimize costs and impacts)
- Connect trail using Mary Ave and existing overpass bridge
- Utilize multiple paths through city streets and neighborhoods (don't have one designated trail/path/route)
- Use alignments that ensure safety for residents and trail users (away from the middle school, have access for emergency vehicles, safe for bicyclist, etc.)
- Use alignments that minimize vehicle spill over onto neighborhood streets
- Use alignments that minimize costs (no new overpass bridge)
- Use alignments that don't result in loss of neighborhood parking spaces
- Use alignments that minimize disruptions to neighborhoods (creating one-way streets, removal of existing trees, etc.)
- No alignment or connection preferences – do not pursue the trail project extension

June 1, 2015 Meeting in Cupertino

- Keep trail as close to the creek alignment and open spaces as much as possible, if possible, while minimizing environmental impacts
- Corollary is to keep trail/path/route off city and residential streets as much as possible
- Use alignments that ensure safety for residents and trail users (cars pulling out of driveways on residential streets)
- Use alignments that minimize impacts to the neighborhoods (loss of parking, traffic, congestion, etc.)
- Use and upgrade existing infrastructure (use existing overpass bridge, build protected bike lanes)
- Use alignments that minimize costs (no new overpass bridge)
- Preference is to complete the trail project extension, and the benefits that will result from this (health, recreations, and commuting), as long as negative impacts (safety, cost, etc.) can be maintained

June 8, 2015 Meeting in Mountain View

- Keep trail/path/route off city and residential streets as much as possible, including busy streets like Stevens Creek Ave. The main reason given was safety for residents and trail users (cars pulling out of driveways on residential streets)

- Keep trail as close to the creek alignment and open spaces as much as possible, if possible
- Do not have a single designated route/path through residential areas. Have numerous routes available and let bicyclist and pedestrians choose what they want to use (will lessen the impact to a single neighborhood)
- Use and upgrade existing infrastructure (use existing overpass bridge, build protected bike lanes)
- Trail preference mentioned most often was creek corridor/Bernardo Ave. Second most was Heatherstone to Mary Ave and existing overpass bridge
- Preference is to complete the trail project extension, as long as negative impacts (safety.) can be maintained

ATTACHMENT B

**Citizens Working Group Recommendations to the Joint Cities Working Team
on the Stevens Creek Trail Feasibility Study**

Citizens Working Group Recommendations to the Joint Cities Working Team on the Stevens Creek Trail Feasibility Study

The Citizens Working Group, comprised of three citizens from each city, was selected by the Joint Cities Working Team (JCWT) to assist agency staff, the consultant team and policy representatives to prepare a feasibility study for connecting the completed segments of the Stevens Creek Trail in Mountain View and Cupertino. The Citizens Working Group reviewed technical feasibility findings including ownership and land availability information, habitat and wildlife data, geologic and hydrological materials, assessments of on-street conditions, institutional opportunities and constraints, and cost estimates over the course of two years. The Citizens Working Group members were provided a summary of themes from community input meetings held in May and June 2015 and were provided copies of all written comments submitted by the public on the draft feasibility study report. Their volunteer efforts have culminated in these recommendations discussed at a meeting of the group on June 17, 2015. These recommendations set a long-range vision for the development of the trail. A map is also attached that shows the preferred trail alignment and key connecting routes.

Citizens Working Group Recommendations

1. Alignment Themes

- Extend the Stevens Creek Trail as a pedestrian/bike path as far south as possible to keep the trail separated from automobile traffic to the greatest extent possible in order to create a family-friendly and recreational route that enhances the bicycle and pedestrian networks of the four cities.
- Enhance the habitat along the creek corridor with the development of the trail.
- For existing bike routes that are in the area but not part of the recommended alignment modest safety improvements (such as adding sharrows, other street markings, and/or additional signage) should be considered.

2. Recommendation Details by Segment

a. Dale/Heatherstone Pedestrian Overcrossing to Fremont Avenue

- The preferred alignment and top priority is to extend the Stevens Creek Trail through the 22 acres of open space along State Route 85 from Dale/Heatherstone to Fremont Avenue. The trail should incorporate habitat enhancements and the 22 acres along the creek corridor should be managed as passive open space.
- Develop the project in phases, as needed, to construct as soon as possible. Suggested phases include Dale/Heatherstone to Remington and Remington to Fremont Avenue.
- Include a neighborhood access point at Remington Avenue.
- Continue to explore the potential for an overcrossing over Highway 85 to provide a connection to Mountain View High School, which would provide

Citizens Working Group Recommendations to the Joint Cities Working Team on the Stevens Creek Trail Feasibility Study

an east-west connection between Mountain View and Sunnyvale via Remington Drive. This is the lowest priority feature in this segment.

- The preferred crossing of Fremont Avenue is a pedestrian/bike overcrossing to Bernardo Avenue to continue the separated pedestrian/bike path.
- A second connection to Fremont Avenue is also recommended via a trail underpass beneath State Route 85 connecting to Fremont Avenue west of the Highway 85 interchange adjacent to the southbound off-ramp. A preferred alternative to make this connection is to pursue a trail easement along the creek through the parking lot located at 1195 W. Fremont Avenue (current Stanford medical office).
- When the Fremont Avenue bridge over Stevens Creek is replaced in the future, consider a trail underpass to facilitate pedestrian and bicycle crossings of Fremont Avenue and provide an access point to the trail.

b. Fremont Avenue to Homestead Road

- If a pedestrian overcrossing at Fremont Avenue is considered feasible, the preferred alignment to extend the Stevens Creek Trail is a separated off-street pedestrian/bike path along the soundwall on Bernardo Avenue. This pedestrian/bike path would continue the experience of the trail by providing a route free from automobile traffic.
- The feasibility study indicates that a road reconfiguration of Bernardo is necessary to support the off-street pedestrian/bike path. Conduct traffic and parking studies to determine the feasibility of either one-way traffic or two-way traffic with loss of parking.
- If a separated pedestrian/bike path were not feasible on Bernardo, the second choice would be to modestly enhance Bernardo, Belleville and Fallen Leaf streets with bicycle safety improvements and wayfinding signage to the trail. None of these on-street routes would be designated as the Stevens Creek Trail. Even if the off-street route on Bernardo is considered feasible, evaluate bicycle safety improvements that could be made with modest improvements to Belleville and Fallen Leaf.
- Connect the pedestrian/bike path on Bernardo to the pedestrian/bike path on the north side of Homestead Road in Los Altos. The Homestead Road path currently extends from Stevens Creek west to El Sereno Avenue near the Grant Road/Foothill Expressway intersection. Continue to explore either a) widening the existing Homestead Road Bridge over State Route 85 or b) placing a new pedestrian/bike bridge parallel and just to the north of the Homestead Road bridge and making path improvements in Sunnyvale west from State Route 85 interchange to Stevens Creek to provide for a continuous off-street path. Extension of the Homestead Road path could proceed as a

Citizens Working Group Recommendations to the Joint Cities Working Team on the Stevens Creek Trail Feasibility Study

stand-alone project intended to improve walking and bicycling access to Cupertino Middle School and Homestead High School.

- Bicycle safety improvements to existing on-street bike lanes on Mary Avenue and Fremont Avenue.

c. Homestead Road to Stevens Creek Boulevard

- A new grade-separated crossing of Interstate 280 is recommended to provide access to the Stevens Creek Trail on a direct route along low-volume, low-speed streets. The potential grade-separated crossing alternatives in order of preference include:
 - i. The preferred crossing is a trail underpass beneath Interstate 280 using one of the existing tunnels that convey the Stevens Creek flows to San Francisco Bay. This option is potentially technically feasible but was previously not supported by Caltrans. The use of one of the tunnels should continue to be pursued as a long-term solution to extending the trail south. The tunnel route would connect Barranca Drive to Madera Drive. The trail would use Madera Drive to Phar Lap Drive to access Stevens Creek Blvd., where it would connect to the existing trail in Cupertino.
 - ii. An alternate choice is a pedestrian overcrossing that spans both Interstate 280 and the UPRR tracks connecting Peninsular Avenue to Madera Drive.
 - iii. Another option to consider if the previous two alternatives for crossing I-280 were considered infeasible is a pedestrian overcrossing that spans only Interstate 280 connecting Caroline Drive to Somerset Square Park located off Stokes Avenue.
- Safety improvements to Mary Avenue from the Don Burnett Bicycle-Pedestrian Bridge to Stevens Creek Boulevard and the Stevens Creek Boulevard crossing of State Route 85. These improvements are important, but should not be considered part of the Stevens Creek Trail. The State Route 85/Stevens Creek Blvd. interchange is not appropriate for the wide range of cycling abilities that currently use the Stevens Creek Trail in Mountain View and Cupertino.
- Pedestrian and bicycle improvements along Foothill Expressway/Foothill Blvd. between Vineyard Drive and Cristo Rey Drive. These improvements are important, but should not be considered part of the Stevens Creek Trail. The expressway environment is not appropriate for the wide range of cycling abilities that currently use the Stevens Creek Trail in Mountain View and Cupertino.

Citizens Working Group Recommendations to the Joint Cities Working Team on the Stevens Creek Trail Feasibility Study

d. Trail Connection to Rancho San Antonio County Park and Open Space Preserve









- A pedestrian/bike path that extends along the north side of Stevens Creek Boulevard west from Stonebridge to undeveloped open space land behind the Gate of Heaven Cemetery is recommended to provide access to Rancho San Antonio County Park. This alignment would include a pedestrian/bike bridge over the UPRR tracks to provide a connection to the Hammond-Snyder Loop Trail in Rancho San Antonio County Park. This route is viewed as an important recreational amenity for the community and could be developed as a stand-alone project.
- A trail staging area with parking, restrooms and signage is recommended. The additional parking area would provide a more convenient access into Rancho San Antonio County Park and would also help reduce parking demand at the busy Rancho San Antonio parking lots.

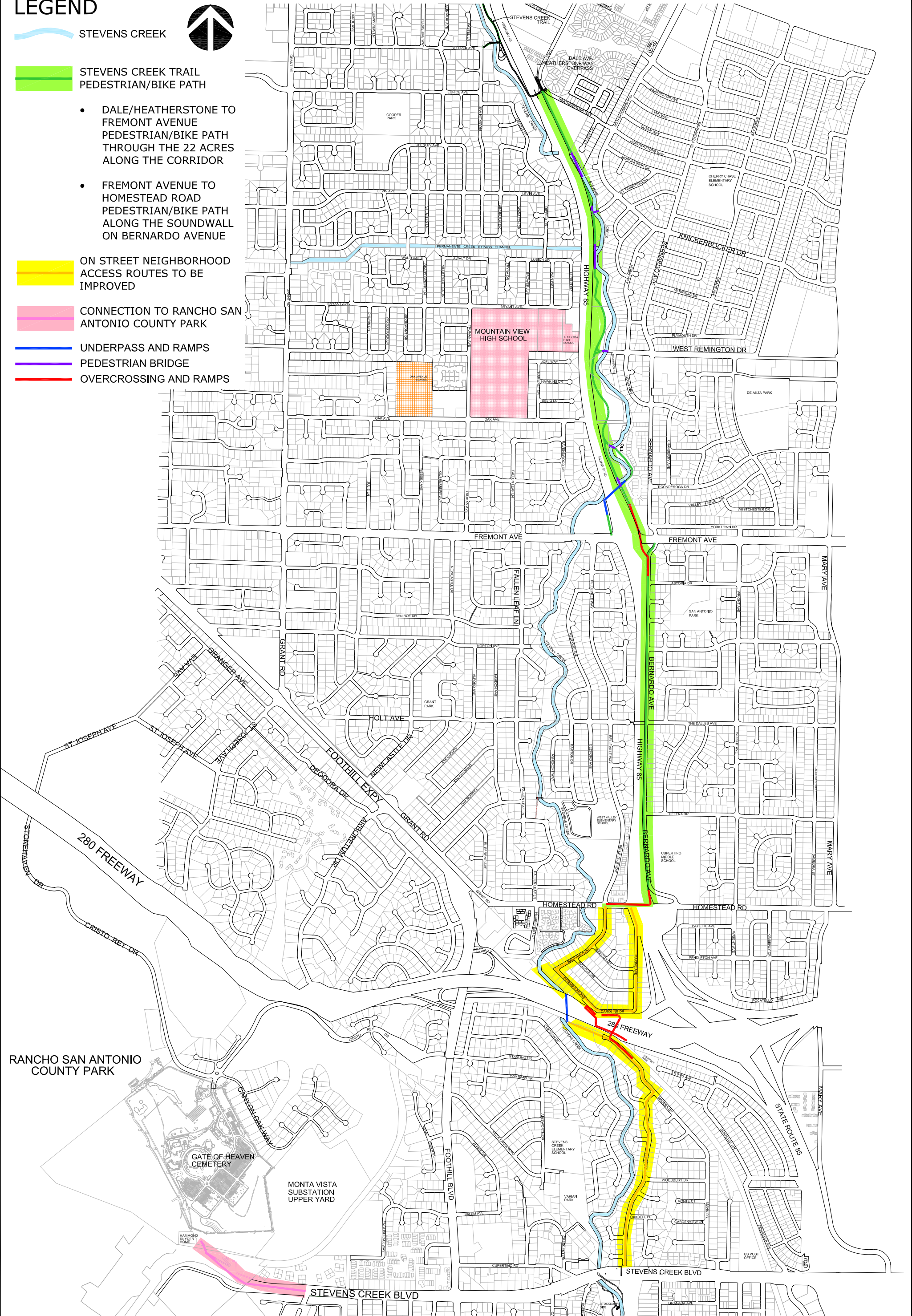
3. Additional Recommendations

- Encourage the Joint Cities Working Team to continue to collaborate throughout the trail planning and development process.
- Continue to seek long-term opportunities to make the creek corridor publically accessible.
- Retain all publicly owned land along the creek corridor.
- Connect the Stevens Creek Trail to a trail using the UPRR corridor when and if this land becomes available.

The feasibility study is the first step in a trail planning process. The feasible alignments identified in the Stevens Creek Trail Feasibility Study report provide a range of choices for decision makers to consider for extending and improving connections to the trail. The next step is an evaluation of the study findings, the public input and the Citizens Working Group recommendations by the Four Cities Working Team. This will be followed by presentations to the four respective city councils. The next step would involve the development of a trail master plan for the alignments selected by the four city councils. A trail master plan would be evaluated under the California Environmental Quality Act (CEQA). All future trail planning and environmental review will provide opportunities for public involvement.

LEGEND

-  STEVENS CREEK
- 
-  STEVENS CREEK TRAIL
PEDESTRIAN/BIKE PATH
- DALE/HEATHERSTONE TO FREMONT AVENUE
PEDESTRIAN/BIKE PATH
THROUGH THE 22 ACRES
ALONG THE CORRIDOR
 - FREMONT AVENUE TO HOMESTEAD ROAD
PEDESTRIAN/BIKE PATH
ALONG THE SOUNDWALL
ON BERNARDO AVENUE
-  ON STREET NEIGHBORHOOD
ACCESS ROUTES TO BE
IMPROVED
-  CONNECTION TO RANCHO SAN
ANTONIO COUNTY PARK
-  UNDERPASS AND RAMPS
-  PEDESTRIAN BRIDGE
-  OVERCROSSING AND RAMPS



STEVENS CREEK TRAIL FEASIBILITY STUDY
CITIZENS WORKING GROUP PREFERRED ALIGNMENT

**PUBLIC AGENCY COMMENTS ON
DRAFT JOINT CITIES COORDINATED STEVENS CREEK TRAIL FEASIBILITY STUDY**

CALTRANS

We are looking forward to working with you on the implementation of this important regional bicycle and pedestrian project in Santa Clara County and appreciate early coordination with the Department on any work within State right-of-way.

We have reviewed the draft Stevens Creek Trail Feasibility Study and have the following suggestions;

- Just a general comment regarding the study, It discusses providing pedestrian trail adjacent to 280 and SR 85 may be partially within the state Right of Way (R/W) and also an overcrossing on 101, No details are available to comment on at this time. However, once enough details are developed, Cities will need to be advised on the appropriate Caltrans process to follow to clear the projects within our R/W.
- Alternatives within state Right of Way (R/W) needs to meet the Departments design and safety standards and requirements,
- Also, alternatives should not preclude and future widening to the highway system,
- Maintenance and operations of this proposed facility will be the responsibilities of the local agencies
- Maintenance agreement between CT and the locals will be needed before the operations of the facility
- Page 22: Trail Design Guidelines paragraph: Please revise the following language: "Caltrans defines three types of trail facilities" to "Caltrans defines three types of bike facilities." Class II and III cannot be considered as trail facilities.
- Also, please note that Caltrans is developing guidelines for a Class IV bicycle facility or cycletrack, which is separated from motor traffic using a physical barrier, such as curbs, planters, or parked cars.

Please feel free to contact me at (510)286-6355 or Dina El-Tawansy Regional Project Manager at (510)286-7236 for any question and for future coordination on this important project.

**PUBLIC AGENCY COMMENTS ON
DRAFT JOINT CITIES COORDINATED STEVENS CREEK TRAIL FEASIBILITY STUDY**

COUNTY OF SANTA CLARA ROADS & AIRPORTS DEPARTMENTS

Dear Carla Ochoa,

Thank you for the opportunity to review the "Draft Four Cities Coordinated Stevens Creek Trail Feasibility Study" report. The County of Santa Clara Roads and Airports Department does not have any comments regarding this feasibility study. We would like to be notified on the progress of the study and new project documents as they become available for review.

Sincerely,
Aruna

Aruna Bodduna
Associate Transportation Planner

Planning, Land Development & Survey Unit
County of Santa Clara Roads & Airports Department
101 Skyport Drive, San Jose, CA 95110
aruna.bodduna@rda.sccgov.org
Phone: [408-573-2462](tel:408-573-2462)

SANTA CLARA VALLEY WATER DISTRICT

Thank you for providing the draft feasibility study to the District for comment. As identified in the study there are several pinch points along the creek where a structure to accommodate a trail is proposed. A seasonal trail is also proposed under the Highway 85 bridge.

There is insufficient detail at this point to opine as to the potential impacts and feasibility of proposed structures at the pinch points. Completion of further structural, hydraulic and habitat studies will assist in identifying any constraints. A seasonal trail undercrossing the freeway may not be practical based on the experience with the Highway 101 undercrossing of Adobe Creek (which will soon be replaced with a freeway overcrossing).

Sue Tippetts, PE, CFM
Engineering Manager/Permit Authority
Community Projects Review Unit
Watersheds Stewardship & Planning Division
Santa Clara Valley Water District
5750 Almaden Exprwy, San Jose CA 95118
[\(408\) 630-2253](tel:4086302253)
stippets@valleywater.org

**PUBLIC AGENCY COMMENTS ON
DRAFT JOINT CITIES COORDINATED STEVENS CREEK TRAIL FEASIBILITY STUDY**

CUPERTINO UNION SCHOOL DISTRICT

Cupertino Union School District

10301 Vista Drive, Cupertino, CA 95014-2040 • (408) 252-3000 • Fax (408) 865-0326

Superintendent Wendy Gudalewicz
Board of Education Anjali Kausar
Josephine Lucey
Kristen Lyn
Soma McCandless
Phyllis Vogel

June 9, 2015

City of Sunnyvale
Attn: Public Works – SCT
456 W. Olive Avenue
Sunnyvale, CA 94086

Dear CWG and JCWT:

As referenced in the City of Sunnyvale's Stevens Creek Trail Study website written comments are to be emailed to SCTfeasibilitystudy@sunnyvale.ca.gov, no later than 5:00 p.m. on June 10, 2015.

The District is in receipt of the report titled, "Four Cities Coordinated Stevens Creek Trail Feasibility Study. There is one alignment option found in Chapter 3 and one pedestrian/bicycle-path option found in Chapter 4, that the Cupertino Union School District would like to make comments on.

| Option Description | Report Page No. | District Comments |
|---------------------------------|-----------------|---|
| Belleville Way Alignment Option | 51 | Removal of parking is of concern to the District. West Valley Elementary is located on Belleville Way and the roadway is very busy during school drop-off and pickup when parents queue and park to collect children. Any removal of parking will create issues, etc. |
| Bernardo Ave. Path | 63 | Changing Bernardo Ave. to a one-way street or removal of parking is of concern to the District. Cupertino Middle School is located on Bernardo Ave. and the roadway is very busy during school drop-off and pickup when parents queue and park to collect children. Changing Bernardo Ave. to a one way street or any removal of parking will create issues, etc. |

Sincerely,

Toby A. Smith
Director of Maintenance, Operations and Transportation

EQUAL OPPORTUNITY EMPLOYER

showing Mountain View residents who support the Stevens Creek Trail.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

1A [15-0981](#) Draft Minutes of September 9, 2015.

Vice Chair Kenton moved and Commissioner Pochowski seconded the motion to approve the consent calendar. The motion carried by the following vote:

Yes: 3 - Chair Pasqua
 Vice Chair Kenton
 Commissioner Pochowski

No: 0

Abstain: 1 - Commissioner Alexander III

PUBLIC HEARINGS/GENERAL BUSINESS

2 [15-0900](#) Support the Preferred Alignment of the Stevens Creek Trail as
 Recommended by the Joint Cities Working Team

Assistant City Manager Kent Steffens presented the staff report. He noted that this is the beginning of a process. If approved, it will require permits and difficult construction along the creek. To complete parts of the trail could take another 5-10 years. He responded to the Commissioners' questions. In response to Commissioner Pochowski's question about alternatives to Segment 2, he explained that the Working Team needs more information to consider further alternatives. In response to Commissioner Alexander's questions about effects on the environment, he explained CEQA requirements will be met in any future studies, including environmental impacts such as additional carbon emissions from idling cars due to increased congestion. He addressed Vice Chair Kenton's question about the feasibility of an elevated path. He answered Commissioner Alexander's question about the types of support the City can offer, which have no financial obligation. He answered Chair Pasqua's questions regarding public safety on the trail. He also addressed how the City is working with partners to expedite the process. He indicated that there was no attempt to summarize Appendix C - Summary of Public Comments.

Chair Pasqua opened Public Comments.

Vivian Euzent spoke in opposition to alignment on Bernardo Avenue due to traffic

issues, and provided pictures of the current congestion. She is opposed to disrupting the neighborhood when there is no alignment beyond Homestead Road. She also expressed disappointment that emails were not categorized. She uses the Stevens Creek Trail and supports the recommendations in Segment 1.

Angela Huang spoke in opposition to the proposed path on Bernardo Avenue due to safety concerns, traffic, limited parking, and her opinion that users of the path would not experience a connection with nature, like the trail in Mt. View.

Anne Ng spoke in support of the Stevens Creek Trail. She is a board member of Friends of Stevens Creek Trail and was in a citizens work group on the Joint Cities Working Team. She shared her own informal categorization of the public comments. She also thanked the City for being the lead City for the study, and expressed hope that residents could see it differently and that it might simplify the traffic flow.

Bruce Euzent spoke in opposition to the proposed path on Bernardo Avenue because the school district boundaries end at Fremont Avenue and students don't need to connect Bernardo across West Fremont Ave. He attended both the Cupertino and Sunnyvale Joint Cities Work Group public meetings and observed that local residents were supportive of the path on public property but opposed to a trail on streets. He said the consultant also expressed that building a trail on the road is not preferred.

Kathleen Cordova spoke in response to the video shown by FOSCT, about the sense of community that already exists in the neighborhood around the proposed path on Bernardo Avenue. She expressed concern that the path would not solve traffic problems and explained that students living on the north side of Bernardo do not cross West Fremont Avenue to attend school, and therefore; do not benefit from a bridge over West Fremont Avenue.

There were no further speakers and Chair Pasqua closed Public Comments.

Vice Chair Kenton moved and Commissioner Pochowski seconded the motion to approve staff's recommendation:

Alternatives 1, 2(a), 3, 4, and 5:

1. Support the recommended alignment of the JCWT in Study Segment 1 (Dale Avenue/Heatherstone Way to Fremont Avenue). This includes an off-street trail along the 22 acres of open space along State Route (SR) 85 from Dale Avenue/Heatherstone Way to Fremont Avenue, and connections at Fremont

Avenue, on both sides of SR 85. Collaborate with Mountain View to seek out grant funding for the master planning, environment review, and potential construction.

2. (a) Upon completing environmental review and securing funding for potential construction of Study Segment 1, initiate a comprehensive traffic and parking study for an off-street bicycle/pedestrian trail on Bernardo Avenue for Study Segment 2 (Fremont Avenue to Homestead Road). If the traffic study indicates that an off-street facility is desirable as determined by the Sunnyvale City Council, then proceed to seek grant funding for trail master planning, environment review and potential construction of Study Segment 2.

3. Collaborate with Cupertino and Los Altos to seek out grant funding for the master planning, environmental review, and construction of Study Segment 3 (Homestead Road to Stevens Creek Boulevard) improvements at Homestead Road (i.e., the Homestead Road bridge widening or Homestead Road pedestrian/bike bridge).

4. Support our regional partners as they pursue funding for closing the gap for the Stevens Creek Trail between Mountain View and Cupertino.

5. In an effort to achieve the regional goal of extending the Stevens Creek Trail the City will support and adopt the following policies as identified in the JCWT recommendation summary:

- a. All trail projects should try to improve habitat values in and around the Creek.
- b. Existing public lands near Stevens Creek should be maintained as public land to preserve habitat and future trail opportunities.
- c. The City will continue collaboration with regional partners for extension of the Stevens Creek Trail.

The motion carried by the following vote:

Yes: 4 - Chair Pasqua
Vice Chair Kenton
Commissioner Alexander III
Commissioner Pochowski

No: 0

Commissioners expressed their support of Alternative 1. While they had some concerns about Alternative 2(a), they were in favor of further study as recommended. They also were in favor of Alternatives 3, 4 and 5 so that the efforts towards the trail could continue to move forward.

The Commission would like to advise Council that Alternative 2(a) [comprehensive traffic and parking study] should take into account the traffic patterns involved on Bernardo to make it friendlier to traffic and the environment.

Commissioners' discussed the following with the consultant: options, turn lanes, access to busses, challenges during peak hour times, would prefer a much simpler intersection with fewer traffic movements, features available for pedestrians and parking issues.

Mr. Dankberg encouraged the Commissioners' to attend the meeting of December 10 to suggest any additional changes.

ORAL COMMUNICATIONS

Commissioner Jackson gave an update on the most recent Safe Routes to School workshop and announced that MTC renewed Safe Routes to School funding, Joint meeting with Cupertino Parks and Recreation and Bike and Pedestrian Commission to discuss the Stevens Creek trail on December 15.

CONSENT CALENDAR

1. A [15-1047](#) Draft Minutes of the Bicycle and Pedestrian Advisory
Commission Meeting of October 15, 2015

The minutes were approved with the following modification:

Public Hearing item no. 2, regarding bicycle lanes on Homestead Road, final motion to include a provision to recommend investigating lanes to replace lost street parking.

Yes 6 - Chair Jones
 Vice Chair Cordes
 Commissioner Jackson
 Commissioner Kolber
 Commissioner Rausch
 Commissioner Welch

No 0

Absent 1 - Commissioner Okuzumi

PUBLIC HEARINGS/GENERAL BUSINESS

2. [15-1038](#) Support the Preferred Alignment of the Stevens Creek Trail as
Recommended by the Joint Cities Working Team

Kent Steffens, Assistant City Manager, presented the report and discussed the Staff recommendation.

Commissioners' discussed the project with Mr. Steffens and asked questions regarding impact on creek habitat sensibility, challenges posed by segment 1, Cupertino Middle School traffic safety for students, what should be top priority and concerns with unnecessary delays with Segment 2.

Commissioner Jackson expressed support in including Segment 4 as part of Alternative No. 4.

Commissioner Kolber asked if Segment 1 and 2 could be combined. Mr. Steffens responded yes. He gave examples of why Staff is recommending Segment 1 first and then pursue funding for Segment 2.

Commissioner Jackson asked if Staff would be involved heavily with Segment 1. Mr. Steffens responded that the details were still being worked out and gave examples of how the City could potentially be involved in the future.

Commissioner Cordes asked if the Remington extension could be built first. Mr. Steffens discussed the suggestion and stated that it was a possibility. Commissioners discussed the suggestion.

Chair Jones referred to the 2006 Bicycle Plan and asked if there would be diversion of other capital programs for cross city bike ways and projects for infrastructure for bicycles or would the focus be completely on the Stevens Creek trail. Mr. Steffens responded that at the moment it was unknown.

Chair Jones opened the Public Hearing.

Randy Rhody, Los Altos resident, shared information with the Commission about the Joint Study Session between their City Council and their BPAC in Los Altos. He noted that their BPAC considered the Staff recommendations in the staff report. He announced the upcoming November 24 City Council meeting and encouraged the Commission to look at the agenda on the City's web site. He discussed the five recommendations that Staff is proposing with the Commission and noted that BPAC suggested rewording Alternative 2.

Tim Oey, Sunnyvale resident, agreed with the Staff recommendation. He noted that Staff and the Joint Cities Working Team did shy away from a complete connection recommendation. He noted that the Citizens Working Group made a recommendation all the way through and referred to Segment 3. He urged the BPAC to recommend using surface streets and building a new bridge. He added that he wishes Segment 2 will be done parallel with Segment 1. He hoped the

BPAC will recommend a complete trail that is safe for all.

Garth Williams, Sunnyvale resident, agreed with the Staff recommendation however expressed concern with the wording of Segment 1. He noted that he would like to see the parking study of Segment 2 completed and not delayed.

Tom Schaefer, resident of Cupertino, was impressed to see the project moving forward and its accomplishments. He gave credit to Council and the City of Los Altos. He then noted that the Remington to Fremont approach did not appeal to him and expressed his concerns.

David Simons, VTA BPAC, agreed with earlier comments on Segment 1 and stated that he did not agree that the planning stages should be held up in Segment 2. He expressed his concerns.

Chair Jones closed the Public Hearing.

Commissioner Kolber moved to offer a friendly amendment to strike the words "and securing funding" from Alternative 2 (a) and proceed to Segment 2. Commissioner Cordes seconded.

Commissioner Jackson expressed his concerns and recommended a more flexible recommendation to Segment 2 to state: "loosen the restrictions and expedite the progress on the other segments where possible". The Commission discussed the new language. Mr. Steffens stood by Staff recommendation and explained why.

Commissioner Kolber withdrew his friendly amendment.

Commissioner Jackson moved to approve the staff recommendation and strike the timing restrictions in 2 (a) before starting Segment 2 and to continue collaboration with regional partners for extension of the Stevens Creek Trail and support the alignment of a Stevens Creek Boulevard spur trail connection to Rancho San Antonio County Park.

Commissioner Rausch made a substitute motion to include Commissioner Jackson's motion with the additional recommendation from the Citizens Working Group to be included in Segment 3 to allow experienced and non-experienced cyclists to use the trail on Homestead.

Commissioner Cordes did not support the motion.

Chair Jones suggested going with Staff recommendation and not try to change the recommendation. He did not support Commissioner Jackson's motion and Commissioner Rausch's substitute motion.

Commissioner Jackson supported Commissioner Rausch's substitute motion.

Substitute motion failed.

Original motion was brought back by Commissioner Jackson to approve the staff recommendation and strike the timing restrictions in 2 (a) before starting Segment 2 and to continue collaboration with regional partners for extension of the Stevens Creek Trail and support the alignment of a Stevens Creek Boulevard spur trail connection to Rancho San Antonio County Park.

Commissioner Jackson moved and Commissioner Kolber seconded to recommend Staff's recommendation:

Alternatives 1, 2(a), 3, 4, and 5:

1. Support the recommended alignment of the JCWT in Study Segment 1 (Dale Avenue/Heatherstone Way to Fremont Avenue). This includes an off-street trail along the 22 acres of open space along State Route (SR) 85 from Dale Avenue/Heatherstone Way to Fremont Avenue, and connections at Fremont Avenue, on both sides of SR 85. Collaborate with Mountain View to seek out grant funding for the master planning, environment review, and potential construction.
2. (a) Upon completing environmental review and securing funding for potential construction of Study Segment 1, initiate a comprehensive traffic and parking study for an off-street bicycle/pedestrian trail on Bernardo Avenue for Study Segment 2 (Fremont Avenue to Homestead Road). If the traffic study indicates that an off-street facility is desirable as determined by the Sunnyvale City Council, then proceed to seek grant funding for trail master planning, environment review and potential construction of Study Segment 2.
3. Collaborate with Cupertino and Los Altos to seek out grant funding for the master planning, environmental review, and construction of Study Segment 3 (Homestead Road to Stevens Creek Boulevard) improvements at Homestead Road (i.e., the Homestead Road bridge widening or Homestead Road pedestrian/bike bridge).
4. Support our regional partners as they pursue funding for closing the gap for the Stevens Creek Trail between Mountain View and Cupertino.
5. In an effort to achieve the regional goal of extending the Stevens Creek Trail the City will support and adopt the following policies as identified in the JCWT recommendation summary:

- a. All trail projects should try to improve habitat values in and around Stevens Creek.
- b. Existing public lands near Stevens Creek should be maintained as public land to preserve habitat and future trail opportunities.
- c. Continue collaboration with regional partners for extension of the Stevens Creek Trail.

The motion carried by the following vote:

Yes 6 - Chair Jones
Vice Chair Cordes
Commissioner Jackson
Commissioner Kolber
Commissioner Rausch
Commissioner Welch

No 0

Absent 1 - Commissioner Okuzumi

3. [15-1048](#) Ranking of Study Issues

Mr. Abbas announced that currently Staff is working with a consultant to update the Bicycle plan, Safe Routes to School Plan, and the Pedestrian Safety Comprehensive Plan. This will be combined into one document and it will be called the Safety Plan for the City.

Mr. Abbas went through the list of potential study issues, gave a description of each study Issue and its recommendation.

The Commissioners' voted on which Study Issues to rank, defer or drop.

Commissioner Cordes moved to drop Study Issue DPW 16-03 (Develop a Centralized Database for Bicycle and Pedestrian Project). Chair Jones seconded. Motion failed.

Commissioner Kolber moved to defer DPW 16-03. Commissioner Welch seconded.

Motion passed 6-0.

Chair Jones moved to defer DPW 16-06 (Utilizing the East Channel to Improve North/South Pedestrian and Bicycle Access). Commissioner Kolber seconded.

Motion failed.



City of Sunnyvale

Agenda Item

15-1104

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Introduce an Ordinance Amending Chapter 5.36 (Taxicabs) of the Sunnyvale Municipal Code; Adopt a Resolution Amending Related Taxicab Franchise Fees, Rates and Charges; and Find CEQA Exemption per Guideline 15061(b)(3)

BACKGROUND

Sunnyvale Municipal Code (SMC) Section 5.36 (Taxicabs) regulates taxicab franchises in the interest of achieving a reasonable assurance of driver and passenger safety and risk reduction. On February 19, 2015, Council directed staff to conduct a study of car and ride share impacts on taxicab franchises and review of taxicab franchise regulations in the City of Sunnyvale (Study Issue Paper DPS 15 -0102, Attachment 1). Due to increased presence and popularity of car/ride share businesses, known as Transportation Network Companies (TNCs), and concerns raised by local taxicab franchises, a need arose to review City regulation of taxicabs.

The firm Harvey M. Rose Associates, LLC (Consultant) was selected to conduct the study. As prioritized and ranked by Council, the primary objectives of the study were to: 1) compare the profiles of the Sunnyvale taxicab franchises with those of car/rideshare businesses, including the differences, benefits, challenges and risks; 2) assess the impact of car/rideshare businesses on Sunnyvale taxicab franchise businesses; 3) review and compare the City's current taxicab franchise requirements with those of neighboring cities; and 4) review and compare regulatory developments related to taxicabs that have taken place in other jurisdictions.

At the October 13, 2015 Council meeting, the Consultant and staff presented the findings of the study and made recommendations for policy and fee changes (RTC 15-0373). The City Council approved staff recommendations and directed staff to prepare and introduce an Ordinance amending the Sunnyvale Municipal Code Chapter 5.36 (Taxicabs) and a Resolution amending related fees, rates and charges.

EXISTING POLICY

General Plan

Chapter 6: Safety and Noise (SN):

Goal SN-3 Safe and Secure City

Ensure a safe and secure environment for people and property in the community by providing effective Public Safety response and prevention and education services.

Chapter 3: Land Use and Transportation (LT):

Goal LT-5 Effective, Safe Pleasant and Convenient Transportation

Attain a transportation system that is effective, safe, pleasant and convenient

Policy LT-5.5

Support a variety of transportation modes

ENVIRONMENTAL REVIEW

Amending the City's taxicab franchise rules does not require environmental review because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. CEQA Guidelines Section 15061(b)(3).

DISCUSSION

The attached proposed revisions to Chapter 5.36 and the Taxicab Franchise Fee Schedule would implement the policy recommendations of the study, while maintaining a reasonable and stable regulatory environment. A reasonable and stable regulatory environment will continue to further the safety and security for community members who use this mode of transportation. Key changes include:

- Eliminating the requirement for a minimum of five permitted drivers, consistent with the policy of many surrounding cities. The number of minimum vehicles required for any franchise within the city will continue to be five, which supports the requirement that a franchise be fully operational twenty four hours a day and is consistent with the requirements of surrounding cities.
- Removing the requirement for driver uniforms.
- Authority for the director of public safety to approve up to two (2), two-year extensions to a taxi franchise, providing that the franchise remains in good standing, for a total term not to exceed six (6) years.
- Modernization of communication requirements that will allow drivers to use a mobile phone or electronic application to maintain contact with the driver's dispatcher.
- Modernization of recordkeeping requirements that will allow the daily trip manifest to be maintained in an electronic format.
- Extending the term of a driver permit from one to two years.
- Other administrative clarifications.

Fee Schedule

The following are proposed changes to the fee schedule. The fees are calculated on a full cost recovery basis and reflect the operational changes outlined above.

| | Proposed Fee | Current Fee* |
|----------------------------|--------------|--------------|
| A. <u>Franchise Fees</u> | | |
| Application/Franchise Fee | \$2,578.00 | \$4,689.00 |
| Additional Owner(s) (Each) | \$139.00 | \$109.00 |
| Franchise Renewal | \$ 2,513.00 | \$ 4,506.00 |
| Non-Compliance Penalty | \$250.00 | \$250.00 |

| | | |
|---------------------------------------|----------|----------|
| B. <u>2-Year Driver's Permit Fees</u> | | |
| Application | \$295.00 | \$356.00 |
| Renewal fee | \$230.00 | \$234.00 |
| Re-test Fee | \$87.00 | \$56.00 |
| Change of Company | \$87.00 | \$56.00 |
| Non-Compliance Penalty | \$250.00 | \$250.00 |
| C. <u>Vehicle Fee</u> | | |
| Per Vehicle Annual Fee | \$266.00 | \$464.00 |
| Non-Compliance Penalty (per vehicle) | \$250.00 | \$250.00 |

- *"Current Fee" takes into account the extended term of both franchise agreements (2-year initial term and two 2-year options to renew) and driver permits.*

Franchise owners will benefit from immediate costs savings of at least \$990 per year for vehicle licenses (minimum 5 vehicles x \$198 reduction in the annual vehicle fee) and \$2,111.00 in franchise renewal fees. The savings will be greater if the franchise registers more than five vehicles. Drivers will benefit from the time saved by issuance of a two-year permit as opposed to the current annual permit renewal requirement. Additionally, there is a nominal cost savings for permit renewals.

The proposed fee schedule also reflects some minor increases to the re-test and change of company fees that drivers will pay. This is a result of increased cost factors over the two-year period since fees were last adjusted, as well as time and motion calculations of the activities involved in providing the services indicated.

In conclusion, staff is mindful that the transportation industry continues to evolve. The changes proposed in this report reflect careful consideration of the long standing practices and policies that govern the awarding and administration of taxicab franchises in the City. Staff will continue to monitor regulatory changes to this industry locally and throughout the state, with the understanding that there may be opportunities in the future to initiate further positive changes to SMC Chapter 5.36 that will benefit both the community and franchise holders.

FISCAL IMPACT

There are currently six approved taxicab franchises in the City of Sunnyvale, five of them fully operational and one on voluntary suspension. Revenue from Taxicab Franchise fees in the past two fiscal years was \$32,622 in FY2013/14 and \$9,550 in FY2014/15 (taxicab franchise licenses fees are assessed every two years). Revenue from Vehicle and Driver permit fees was \$73,417 in FY2013/14 and \$48,534 in FY2014/15.

Revisions to SMC Chapter 5.36 (Taxicabs) have prompted analysis and revision of the City Fee Schedule as it pertains to Taxicab Franchise licenses, vehicle inspections, and driver permits. Some of the proposed policy revisions will result in reduced revenue; however, as the revenue reductions from taxicab related permits and franchise fees are small, the impact can be absorbed in the General Fund.

Funding Source:

Revenues and expenses related to taxi cab activities are accounted for in the General Fund.

PUBLIC CONTACT

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

ALTERNATIVES

1. Introduce an Ordinance Amending Chapter 5.36 (Taxicabs) of the Sunnyvale Municipal Code; and Adopt a Resolution Amending Related Fees, Rates and Charges; and Find CEQA Exemption per Guideline 15061(b)(3).
2. Do not introduce an Ordinance Amending Chapter 5.36 (Taxicabs) of the Sunnyvale Municipal Code, or a Resolution Amending Related Fees, Rates and Charges; and
3. Other action(s) as determined by City Council.

STAFF RECOMMENDATION

Alternative 1: Introduce an Ordinance Amending Chapter 5.36 (Taxicabs) of the Sunnyvale Municipal Code; and Adopt a Resolution Amending Related Fees, Rates and Charges; and Find CEQA Exemption per Guideline 15061(b)(3).

The recommended changes to Chapter 5.36 (Taxicabs) provide some relief from regulatory requirements on the taxicab industry, while preserving the standards of safety and accountability for taxicab franchises in the City.

Prepared by: Elaine Ketell, Management Analyst

Reviewed by: Frank J. Grgurina, Director, Department of Public Safety

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. DPS Study Issue 15-0102
2. Ordinance Amending Chapter 5.36 Taxicabs
3. Resolution Amending Related Taxicab Franchise Fees, Rates and Charges



City of Sunnyvale

Agenda Item

15-0102
Agenda Date: 1/30/2015

2015 COUNCIL STUDY ISSUE

NUMBER

DPS 15-02

TITLE Car/Ride Share Impacts on Taxicab Franchises and Review of Taxicab Franchise Regulations

BACKGROUND

Lead Department: Public Safety

Support Department(s): Office of the City Attorney

Sponsor(s):

Councilmembers: Griffith, Larsson

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 compare the profiles of the Sunnyvale taxicab franchises with those of car/rideshare businesses, including the differences, benefits and challenges, and risks; assess the impact of car/rideshare businesses on Sunnyvale taxicab franchise businesses; and review and compare regulatory developments that have taken place in other jurisdictions. This study will also review and compare the City's current taxicab franchise requirements with that of neighboring cities and research potential policy options such as the deregulation of taxicab franchises.

What precipitated this study?

Car/ride share businesses have evolved over the past several years. Of the more commonly known businesses, or Transportation Network Company (TNC) services, Uber and Lyft use smartphone applications to receive ride requests and connect passengers with drivers who provide the services in their personal vehicles. The taxicab industry is raising concerns over the increasing popularity of such programs and the negative impacts TNCs are having on their businesses. While the City regulates taxicab franchises per SMC Section 5.36 to ensure reasonable assurance of driver, passenger safety and risk reduction, and a predictable fee structure, the City does not set regulations for TNCs. TNCs are regulated at the State level by the Public Utilities Commission (PUC).

Mayor Griffith, when sponsoring the study, indicated that he has heard feedback from local franchise taxi operators with concerns that their businesses are being impacted by car sharing services such as Uber and Lyft. Additionally, in a recent meeting Mayor Griffith had with taxicab franchise owners, they indicated that the City's requirements are much more rigorous than other cities and those the PUC places on TNCs, therefore potentially deterring taxicab drivers from continuing operation in

Sunnyvale.

Planned Completion Year: 2015

FISCAL IMPACT

Cost to Conduct Study

Level of staff effort required (opportunity cost): Minor

Amount of funding above current budget required: \$25,000

Funding Source: Will seek grant funding. If grant funding is unavailable, will seek a budget supplement.

Explanation of Cost:

Due to current staff vacancies in the Department of Public Safety, the process would require the assistance of a consultant experienced in conducting such studies. There could also be additional staff costs associated with managing the study, conducting additional research, and presenting the final Report to Council.

Cost to Implement Study Results

Unknown. Study would include assessment of potential costs.

EXPECTED PARTICIPATION IN THE PROCESS

Council-approved work plan: No

Council Study Session: No

Reviewed by Boards/Commissions: No

STAFF RECOMMENDATION

Position: Support

Explanation: The popularity and number of TNCs will likely increase over time. In anticipation of its continued growth, this study would help to determine if and how the City's current taxicab franchise regulations are impacting taxicab franchise owners' abilities to remain competitive and potentially deterring interest in continuing operations in Sunnyvale.

Prepared by: Nancy Thome, Senior Management Analyst

Reviewed by: Frank Grgurina, Director, Department of Public Safety

Reviewed By: Robert A. Walker, Assistant City Manager

Approved By: Deanna J. Santana, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE TO AMEND CHAPTER 5.36 (TAXICABS)
OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS)
OF THE SUNNYVALE MUNICIPAL CODE**

WHEREAS, on February 19, 2015, at the Study Issues Workshop, City Council directed staff to conduct a study on car and ride share impacts on taxicab franchises and review of taxicab franchise regulations; and

WHEREAS, the study was in response to concerns raised by local taxicab companies that City regulation of taxicabs was more stringent than the rules imposed on car/ride share businesses known as Transportation Network Companies ("TNCs"); and

WHEREAS, on October 13, 2015, City staff presented the findings of the study and made recommendations for certain policy and fee changes to the City's taxicab regulations, contained in Chapter 5.36 (Taxicabs) of the Sunnyvale Municipal Code; and

WHEREAS, the City Council hereby adopts the amended Chapter 5.36 (Taxicabs) of the Sunnyvale Municipal Code.

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

SECTION 1. CHAPTER 5.36 AMENDED. Chapter 5.36 (Taxicabs) of Title 5 (Business Licenses and Regulations) of the Sunnyvale Municipal Code is hereby amended to read as follows:

Chapter 5.36.

TAXICABS

| | |
|-----------------|--|
| 5.36.010 | Definitions. |
| 5.36.020 | Administrative authority. |
| 5.36.030 | Franchise- Compliance required. |
| 5.36.040 | Application and franchise fees. |
| 5.36.050 | Franchise-Application. |
| 5.36.060 | Public hearing. |
| 5.36.070 | Execution of franchise agreement. |
| 5.36.090 | Transfer of franchise. |
| 5.36.100 | Maintenance of records. |
| 5.36.110 | Franchise- denial. |

- 5.36.120 Franchise-term.**
- 5.36.130 Franchise suspension.**
- 5.36.140 Franchise revocation.**
- 5.36.150 Owner's responsibilities for maintenance and compliance with laws.**
- 5.36.160 Direct route request.**
- 5.36.170 Receipt.**
- 5.36.180 Refusal of service.**
- 5.36.190 Additional passenger**
- 5.36.200 Seating capacity.**
- 5.36.210 Posting of permits.**
- 5.36.220 Local contact requirements.**
- 5.36.230 Twenty-four hour service.**
- 5.36.240 Adequate personnel.**
- 5.36.250 Insignia.**
- 5.36.260 Taxicab identification.**
- 5.36.270 Inspection permitted.**
- 5.36.280 Fare schedule.**
- 5.36.290 Posting schedule.**
- 5.36.300 Insurance required.**
- 5.36.310 Cancellation of insurance.**
- 5.36.320 Taximeter required.**
- 5.36.326 Daily trip manifest.**
- 5.36.330 Display flag.**
- 5.36.350 Driver's permit required.**
- 5.36.350 Application for driver's permit.**
- 5.36.355 Requirements.**
- 5.36.360 Investigation of applicant.**
- 5.36.365 Testing of taxicab drivers for controlled substances and alcohol.**
- 5.35.370 Issuance of driver's permit.**
- 5.35.380 Revocation or suspension of driver's permit.**
- 5.35.390 Notice of intent to deny or revoke permit-Hearing.**
- 5.35.400 Nonliability.**
- 5.35.405 Investigation of complaints of unauthorized taxicab operation.**
- 5.35.410 Prosecution of violations.**

5.36.010. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section.

(1) – (4) [Text Unchanged]

5.36.020. Administrative authority.

[Text Unchanged]

5.36.030. Franchise—Compliance required.

[Text Unchanged]

5.36.040. Application and franchise fees.

[Text Unchanged]

5.36.050. Franchise—Application.

(a) The application for such owner's franchise shall be verified under oath by the applicant, and shall set forth:

(1) A full identification of the applicant, relevant business information, and all persons to be directly or indirectly interested in the franchise, if granted;

(2) – (6) [Text Unchanged]

(7) The number of vehicles proposed to be operated under the franchise, and a complete description of the same including the distinguishing color or colors thereof, the model and year, the manufacturer's name, the license number and the vehicle registration number; the applicant must be the registered owner of at least five taxicabs to be included in the franchise at the time of filing of the application and must maintain at least five taxicabs ~~and five permitted drivers~~ while operating in the city of Sunnyvale;

(8) – (9) [Text Unchanged]

~~(10) — A description of the proposed uniform to be worn by the drivers of applicant's taxicabs.~~

(b) [Text Unchanged]

(1) – (4) [Text Unchanged]

5.36.060. Public hearing.

[Text Unchanged]

5.36.070. Notice of hearing.

[Text Unchanged]

5.36.090. Transfer of franchise.

[Text Unchanged]

5.36.100. Maintenance of records.

[Text Unchanged]

5.36.110. Franchise—Denial.

The city council may deny a franchise to any applicant if it appears to its satisfaction that the applicant has been convicted of a felony or violation of any narcotic law or of any penal law involving moral turpitude; that the applicant's proposed color scheme or other insignia will tend to confuse the identification of the vehicles proposed to be operated by such applicant with those of another owner operating in the city; that the applicant has failed to provide the necessary information required in Section 5.36.050 or made a material misstatement or

misrepresentation in the application; that the applicant has been in violation of any of the terms of this chapter, or of any other laws or regulations relating to the conduct of a taxicab business; that the applicant has had a taxicab license revoked or suspended in the city of Sunnyvale or any other jurisdiction within five years prior to the date of the application; that the applicant has previously applied for a taxicab franchise in the city of Sunnyvale and been denied within two years prior to the date of the current application; or that any other reasonable cause exists which, within the council's sound discretion, would render the proposed operations undesirable to the city of Sunnyvale, or inadequate.

5.36.120. Franchise—Term.

The franchise issued under this chapter shall be issued for a-an initial term of two years. The city council may authorize the director of public safety to approve up to two, two-year extensions, provided the franchisee remains in good standing, for a total term not to exceed six years. At the expiration of the total term including approved extensions, unless a new franchise is issued under the provisions of this chapter, or unless the city council, for good cause, extends the term of the original franchise, the franchise shall be deemed to have expired and shall no longer be valid. If an owner has submitted all necessary renewal materials and all fees are current and paid in full, subject to the written approval of the director of public safety, the owner may continue to operate under the terms of the franchise previously issued, until such time as the council takes formal action on the franchise renewal.

5.36.130. Franchise suspension.

[Text Unchanged]

5.36.140. Franchise revocation.

(a) The director of public safety, or his or her designee, may revoke the franchise granted under this chapter, if any of the following determinations are made:

(1) [Text unchanged]

(2) If the owner discontinues or suspends service for a period of ten days without first having obtained permission from the director of public safety~~city manager~~;

(4) – (6) [Text Unchanged]

(b) – (e) [Text unchanged]

5.36.150. Owner's responsibilities for maintenance and compliance with laws.

[Text Unchanged]

5.36.160. Direct route request.

[Text Unchanged]

5.36.170. Receipt.

[Text Unchanged]

5.36.180. Refusal of service.

[Text Unchanged]

5.36.190. Additional passenger.

[Text Unchanged]

5.36.200. Seating capacity.

[Text Unchanged]

5.36.210. Posting of permits.

[Text Unchanged]

5.36.220. Local contact requirements.

(a) [Text Unchanged]

(b) Each taxicab shall be equipped with operable transmitters and receivers, or the driver shall possess a mobile phone or utilize an electronic application that ~~to~~ provides direct reliable contact with the driver's dispatcher.

(c) [Text Unchanged]

5.36.230. Twenty-four hour service.

[Text Unchanged]

5.36.240. Adequate personnel.

[Text Unchanged]

5.36.250. Insignia.

[Text Unchanged]

5.36.260. Taxicab identification.

[Text Unchanged]

5.36.270. Inspection permitted.

[Text Unchanged]

5.36.280. Fare schedule.

[Text Unchanged]

5.36.290. Posting schedule.

[Text Unchanged]

5.36.300. Insurance required.

[Text Unchanged]

5.36.310. Cancellation of insurance.

[Text Unchanged]

5.36.320. Taximeter required.

[Text Unchanged]

5.36.325. Daily trip manifest.

Every taxicab driver shall maintain, on a form or through an electronic format approved by the director of public safety, a daily manifest of all trips made by the taxicab while under his or her control. The manifest shall include the date, time, place of origin, and destination of each trip. The manifest shall be maintained~~kept on file~~ for a minimum of two years and shall be provided to the department of public safety on request.

5.36.330. Display flag.

[Text Unchanged]

5.36.340. Driver's permit required.

It is unlawful for any person to operate or drive a taxicab which originates trips within the city without having first obtained a driver's permit from the director of public safety. To secure such permission, a prospective taxicab driver shall file a written application with the director of public safety, which application shall be accompanied by a nonrefundable processing fee in an amount to be established by resolution of the city council. A permit card shall be issued by the director of public safety, which permit card shall not be transferable. Regardless of date of issuance, permits are issued for ~~two~~the current calendar years and expire December 31st of the ~~calendarsame~~ year following issuance. The permittee shall post the permit card in the taxicab in view of the passengers therein, during all working hours. Applications for renewal of a driver's permit must be received by the director of public safety no later than thirty days before the date of expiration, or the driver will be assessed a late fee in an amount established by resolution of the city council.

5.36.350. Application for driver's permit.

Any person may apply to the city for a permit to operate a taxicab by filing with the director of public safety, upon forms supplied by the city, an application containing the following information:

(a) – (d) [Text Unchanged]

(e) Number, class and expiration date of state of California driver's license and agreement that the City may perform an initial and annual review of the driver's record;

(f) – (g) [Text Unchanged]

5.36.355. Requirements.

[Text Unchanged]

5.36.360. Investigation of applicant.

[Text Unchanged]

5.36.365. Testing of taxicab drivers for controlled substances and alcohol.

[Text Unchanged]

5.36.370. Issuance of driver's permit.

(a) Upon approval of an application for a driver's permit and upon payment of the fee in an amount to be established by resolution, the director of public safety shall issue a permit to the applicant. Such permit shall bear the name and photograph of the applicant, date of expiration of the permit, and the name of the licensed franchise owner for which the driver is authorized to operate a vehicle. Such permit shall be picked up by the driver or owner named therein and shall be valid only so long as the driver continues in the employ of such owner, or for ~~the two one-year permit period~~, whichever is less.

(b) [Text Unchanged]

5.36.380. Revocation or suspension of driver's permit.

[Text Unchanged]

5.36.390. Notice of intent to deny or revoke permit—Hearing.

[Text Unchanged]

5.36.400. Nonliability.

[Text Unchanged]

5.36.405. Investigation of complaints of unauthorized taxicab operation.

[Text Unchanged]

5.36.410. Prosecution of violations.

[Text Unchanged]

SECTION 2. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

SECTION 3. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

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

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

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

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSAL:

ATTEST:

APPROVED:

City Clerk
Date of Attestation: _____

Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SUNNYVALE AMENDING THE CITY'S FEES, RATES, AND
CHARGES RESOLUTION, PERTAINING TO TAXICABS**

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, 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 Ordinance No. _____ amending Chapter 5.36 (Taxicabs) of the Sunnyvale Municipal Code; and

WHEREAS, to ensure consistency with Ordinance No. _____, the City desires to implement updated Fees for Taxicab Franchises as set forth in Exhibit "A."

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

1. Section 7.07, "Taxicab Franchises" 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 _____ (Taxicabs) of the Sunnyvale Municipal Code.
4. All other provisions of Resolution No. 704-15 shall remain in effect.

Adopted by the City Council at a regular meeting held on _____, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

**CITY OF SUNNYVALE
FISCAL YEAR 2015/16
FEE SCHEDULE**

| | <u>Fiscal Year 2015/16</u> | <u>Fiscal Year 2015/16</u> | <u>Charge Code</u> | <u>Object Level 3 & 4</u> | <u>Title (Obj. Lvl. 3)</u> | <u>Title (Obj. Lvl. 4)</u> |
|---|---------------------------------------|---------------------------------------|-------------------------------|--|---------------------------------------|---------------------------------------|
| <u>SECTION 7.07 TAXICAB FRANCHISES (SMC Ch. 5.36)</u> | | | | | | |
| A. <u>2-Year</u> Franchise Fees | | | | | | |
| Application | <u>\$1,563.00</u> | <u>\$2,578.00</u> | 799000 | 600 - 3 | Franchise - Other | Taxicab Service |
| Renewal Additional Owner(s) (Each) | <u>\$1,502.00</u> | <u>\$2,513.00</u> | 799000 | 600 - 3 | Franchise - Other | Taxicab Service |
| Renewal Additional Owner(s) (Each) | <u>\$109.00</u> | <u>\$139.00</u> | 799000 | 600 - 3 | Franchise - Other | Taxicab Service |
| Non-Compliance Penalty | <u>\$250.00</u> | <u>\$250.00</u> | 799000 | 600 - 3 | Franchise - Other | Taxicab Service |
| B. <u>2-Year</u> Driver's Permit Fees | | | | | | |
| Application | <u>\$178.00</u> | <u>\$295.00</u> | 799583 | 1370 - 1 | Permit - Taxi Driver and Vehicle | Driver |
| Renewal fee | <u>\$117.00</u> | <u>\$230.00</u> | 799583 | 1370 - 1 | Permit - Taxi Driver and Vehicle | Driver |
| Re-test Fee | <u>\$56.00</u> | <u>\$87.00</u> | 799583 | 1370 - 1 | Permit - Taxi Driver and Vehicle | Driver |
| Change of Company | <u>\$56.00</u> | <u>\$87.00</u> | 799583 | 1370 - 1 | Permit - Taxi Driver and Vehicle | Driver |
| Non-Compliance Penalty | <u>\$250.00</u> | <u>\$250.00</u> | 799583 | 1370 - 1 | Permit - Taxi Driver and Vehicle | Driver |
| C. <u>Vehicle Fee</u> | | | | | | |
| <u>Per Vehicle Annual Fee</u> | <u>\$116.00</u> | <u>\$266.00</u> | 799583 | 1370 - 2 | Permit - Taxi Driver and Vehicle | Vehicle |
| For the maximum number of vehicles which at any one time during each calendar quarter were registered with the City to be in service under the franchise, or which should have been, but were not, so registered (per quarter for each vehicle). | | | | | | |
| Such franchise fees shall be billed quarterly, for each of the following calendar quarters: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31. | | | | | | |
| Non-Compliance Penalty (Per quarter for each vehicle.) | <u>\$250.00</u> | <u>\$250.00</u> | 799583 | 1370 - 2 | Permit - Taxi Driver and Vehicle | Vehicle |



City of Sunnyvale

Agenda Item

16-0126

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Update and Possible Council Action on the Amended North County and West Valley Cities Proposal, and Funding Categories, as an Advocacy Position as Part of the Envision Silicon Valley Process

BACKGROUND

On August 18, 2015 the City held a four topic Council Study Session, including a discussion on "Transportation Initiatives and Proposed Ballot Measure." As part of that discussion staff provided updates on the proposed 2016 transportation ballot measure, the Envision Silicon Valley process, the City's priorities for transportation funding, and coordination meetings that had occurred with the North County and West Valley cities. The City priorities for funding are as follows:

- Construction funding for 101/237/Mathilda Interchange
- Lawrence Expressway grade separations within Sunnyvale
- Bike and pedestrian funding
- Maximize pavement/flexible funding
- Competitive funding for Cal train grade separations

The presentation also included an update on the meetings that had occurred between the North County and West Valley cities regarding transportation priorities. As part of that regional process the staff determined the following items:

- Support a comprehensive transportation study for the County
- Oppose setting aside approximately \$800-850 million in funding for an undetermined and undefined future transit project
- "Trading" funding for local priorities (such as Mathilda/101/237 and Lawrence Expressway) for the to-be-determined Transit Project

Attachment 1 includes two letters signed by the Mayors of North County and West Valley cities stating the support for a Comprehensive Transportation Study.

EXISTING POLICY

General Plan, Chapter 3, *Land Use and Transportation*, Goal LT-1 - Coordinated Regional Planning - Protect and sustain high quality of life in Sunnyvale by participating in coordinated land use and transportation planning in the region

General Plan, Chapter 3, *Land Use and Transportation*, Goal LT-5 - Effective, Safe, Pleasant, and Convenient Transportation - Attain a transportation system that is effective, safe, pleasant, and convenient.

General Plan, Chapter 3, *Land Use and Transportation, Policy LT-5.7* - Pursue local, state, and federal transportation funding sources to finance City transportation capital improvement projects consistent with City priorities.

ENVIRONMENTAL REVIEW

N/A

DISCUSSION

Over the past few months North County and West Valley cities have continued to meet with the goal of reaching consensus on the type of projects that should be included in the ballot measure, levels of funding, and developing a definition to a project to reduce congestion by providing alternatives to reliance on single-occupancy vehicles. As part of that process, a proposal was developed that includes proposed expenditure categories, levels of funding, and defining a new category of project. This proposal is summarized in Attachment 2.

While it is entirely the City Council's decision to determine the City's position of the draft proposal, recent amendments in favor of Sunnyvale's transportation needs suggest that the original proposal has changed sufficiently to bring back to the City Council for consideration of a support position of the draft proposal and funding categories. The draft proposal now provides a funding category for all City priorities and has a new funding category referred to as "Congestion Relief/Transit/Mode Shift". This category is intended to fund projects that will "expand transit and other innovative strategies focused on congested commute corridors based on the results of a comprehensive, system-wide study and plan." Given the recent amendments, and based on the previous City Council discussion on this topic, staff believes that this new category is responsive to former Council concerns because the definition includes projects that would meet a number of City policies and General Plan goals. The projects would be identified through a comprehensive study that the Valley Transportation Authority has agreed to complete, and that the City would participate in.

It is important to note that meeting the proposed categories and funding allocations is not a requirement for City support of a 2016 ballot measure. However, it does provide advocacy direction as the ballot measure and Envision Silicon Valley process moves forward. The City will continue to work with the Silicon Valley Leadership Group (who is leading the polling process) and the Valley Transportation Authority to help finalize the final project list, project categories, and funding levels. Staff expects that the final project categories and funding levels will vary from this draft proposal.

FISCAL IMPACT

N/A

PUBLIC CONTACT

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

ALTERNATIVES

1. Support the North County and West Valley cities Proposal, and funding categories, as an advocacy position as part of the Envision Silicon Valley process.

2. Do not support the North County and West Valley cities proposal, and funding categories, as an advocacy position as part of the Envision Silicon Valley process and provide a different advocacy position.
3. Take no action at this time and continue to participate in discussions with regional partners.

RECOMMENDATION

Staff makes no recommendation.

The proposal is expected to be modified as part of the ballot measure and Envision Silicon Valley process, however it can provide an advocacy position for projects and funding categories that meet the City and region's needs.

Prepared by: Manuel Pineda, Director, Public Works
Reviewed by: Kent Steffens, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Letters
2. Draft Proposal



August 27, 2015

The Honorable Perry Woodward, Chair
Valley Transportation Authority
3331 North First Street
San Jose, CA 95134-1906

Dear Chair Woodward:

The Mayors and City Managers of West Valley and North County cities have been meeting in recent weeks to discuss regional transportation issues and our common interests in addressing the transportation-related needs of our residents and businesses. A commitment to an innovative, intermodal and geographically balanced transportation vision for Santa Clara County is critical to the continued growth and vitality of the Silicon Valley as well as the quality of life of its residents.

The Valley Transportation Authority's (VTA's) current effort to update the list of projects to be included in the Valley Transportation Plan (VTP) 2040 provides Valley leaders with a critical opportunity to shape a new and transformative long-range vision for transportation in Santa Clara County.

Representatives of the West Valley and North County cities believe that in addition to VTP project requests submitted from each city, a stronger "systems" perspective is needed to support an integrated regional strategy and decisions on future mass transit investments. Specifically, the cities signing this letter respectfully request that the VTA **initiate a comprehensive study**, leading to an alternatives analysis and formal Federal environmental review process and clearance, to develop a system-wide plan that integrates future mass transit investments in Santa Clara County with connections to other counties, via such systems as Caltrain, as well as community-level systems and "first/last mile" strategies. The study's initial focus should be on the Highway 85/U.S. Route 101/State Route 237/Interstate 280 corridors, recognizing the changing dynamics of commute patterns within the Peninsula, East Bay and southern Santa Clara County that affect West Valley and North County cities.

The undersigned cities all agree that it is imperative that work on this study begin as soon as possible, so that the study can inform near-term project funding decisions, and

that the study process include the consideration of the formation of a joint powers advisory board.

Thank you for your attention to this request.

Sincerely,



Jeffrey Christina, Mayor
City of Campbell



John McAlister, Mayor
City of Mountain View



Rod G. Sinks, Mayor
City of Cupertino



Karen Holman, Mayor
City of Palo Alto



Jan Pepper, Mayor
City of Los Altos



Howard Miller, Mayor
City of Saratoga



Courtenay C. Corrigan, Mayor
Town of Los Altos Hills



James Griffith, Mayor
City of Sunnyvale



Marcia Jensen, Mayor
Town of Los Gatos

cc: Nuria Fernandez, General Manager, VTA
VTA Board of Directors
Carl Guardino, Silicon Valley Leadership Group
Mark Linder, City Manager, City of Campbell
David Brandt, City Manager, City of Cupertino
Marcia Somers, City Manager, City of Los Altos
Carl Cahill, Town Manager, Town of Los Altos Hill
Les Whiles, Interim Town Manager, Town of Los Gatos
Daniel H. Rich, City Manager, City of Mountain View
James Keene, City Manager, City of Palo Alto
James Lindsay, City Manager, City of Saratoga
Deanna Santana, City Manager, City of Sunnyvale



December 3, 2015

The Honorable Perry Woodward, Chair
Valley Transportation Authority
3331 North First Street
San Jose, CA 95134-1906

Dear Chair Woodward:

We are writing to follow up on our letter dated August 27, 2015 regarding the need to initiate a comprehensive study to develop a system-wide plan that integrates future mass transit investments in Santa Clara County. The continued economic vitality of the region is dependent on congestion relief and getting people from where they live to where they work to ensure a continued high quality of life for all residents.

We appreciate your quick response dated September 3, 2015. In that letter, you stated that you would refer our request to Valley Transportation Authority (VTA) staff at the VTA Board of Directors' September 3 meeting. It has been almost three months now and we are not clear what the status of our request is.

We ask that the Board take up this issue by the end of the year. If that is not possible, please provide a firm commitment of when it will happen. Although a draft scope of a transportation study of the State Route 85 corridor was discussed by the State Route 85 Corridor Policy Advisory Board (PAB) during its first meeting last week, we want to make it clear to the VTA Board that the proposed West Valley study, while beneficial, is not the comprehensive study the nine cities requested in our joint letter.

We understand the comprehensive study we are requesting cannot be completed before a 2016 sales tax measure, but, as we noted in our letter, it is imperative that work on the study begin as soon as possible and not wait for the sales tax measure before it gets underway. Please let us know when the VTA Board will be taking up the issue of initiating the comprehensive study.

We would also appreciate your assistance in directing VTA staff to share any relevant data they have developed regarding current and future employment, housing and

The Honorable Perry Woodward

December 3, 2015

Page 2

commute patterns/ data within and outside of Santa Clara County. This information will help cities as we evaluate and prioritize all the VTP 2040 proposals.

Thank you for your attention to this request.

Sincerely,



Jason Baker, Mayor
City of Campbell



John McAlister, Mayor
City of Mountain View



Barry Chang, Mayor
City of Cupertino



Karen Holman, Mayor
City of Palo Alto



Jeannie Bruins, Mayor
City of Los Altos



Howard Miller, Councilmember
City of Saratoga



Courtenay C. Corrigan, Mayor
Town of Los Altos Hills



James Griffith, Mayor
City of Sunnyvale

cc: Nuria Fernandez, General Manager, VTA
VTA Board of Directors
Carl Guardino, Silicon Valley Leadership Group
Mark Linder, City Manager, City of Campbell
David Brandt, City Manager, City of Cupertino
Marcia Somers, City Manager, City of Los Altos
Carl Cahill, Town Manager, Town of Los Altos Hill
Laurel Prevetti, Town Manager, Town of Los Gatos
Daniel H. Rich, City Manager, City of Mountain View
James Keene, City Manager, City of Palo Alto
James Lindsay, City Manager, City of Saratoga
Deanna Santana, City Manager, City of Sunnyvale

**Draft Preferred Allocation of
2016 Transportation Sales Tax Measure Funds**

| Expenditure Category | Allocation (\$ millions) | Allocation (Percent) |
|---|-------------------------------------|---------------------------------|
| BART (Phase II of BART Silicon Valley Extension) | \$1,200 | 20.0 |
| Caltrain (Santa Clara County portion of costs to expand capacity, improve reliability, and major station upgrades and improvements) | 400 | 6.7 |
| Congestion Relief/Transit/Mode Shift* | 500 | 8.3 |
| Rail/Road Grade Separations (Caltrain and VTA light rail rail/road separations – similar to Measure A program in San Mateo County) | 900 | 15.0 |
| Expressways (Funding for projects identified in the County Expressway 2040 Plan) | 1,000 | 16.7 |
| Streets and Highways (Key interchange and operational projects) | 500 | 8.3 |
| Local Streets and Roads (Agencies would have flexibility to focus on maintenance or other local needs) | 1,000 | 16.7 |
| Bicycle/Pedestrian (Bicycle and pedestrian improvement projects) | 500 | 8.3 |
| TOTAL | \$6,000 | 100.0 |

* Expanded transit and other innovative strategies focused on congested commute corridors based on the results of a comprehensive, systemwide study and plan. Potential projects include express commuter bus service, new transit options, last mile strategies (e.g., bike share), and other commute alternatives.

These strategies would be aimed at supporting the continued economic vitality and employment growth in the Silicon Valley, further reducing reliance on single-occupancy vehicle use for commuting, and providing new options to get people from where they live to where they work.



City of Sunnyvale

Agenda Item

15-0957

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Introduce an Ordinance Amending Title 18 (Subdivisions) of the Sunnyvale Municipal Code to Designate the Director of Public Works to Take Action on Final Maps and Offers of Dedication Stated on the Final Maps; Determine the Review Frequency of the Subject Delegation of Authority; and Find CEQA Exemption per Guideline 15061(b)(3)

BACKGROUND

Pursuant to California Government Code (GC) Sections 66458 and 66463, the approval of final maps shall be by the legislative body, while the approval of parcel maps shall be established by local ordinance. Per Sunnyvale Municipal Code (SMC) Chapter 18.20, final maps are approved by the City Council, and parcel maps are approved by the Director of Public Works. Although the GC requires the City Council to take action on final maps, it also allows the City Council to delegate their authority to a designated official by ordinance. In general, final and parcel maps are only differentiated in that a final map is for subdivisions with five or more lots/parcels while a parcel map is for subdivisions with less than five lots/parcels.

In an effort to provide better schedule management as part of development projects, staff is proposing that the Council consider delegating approval authority on final maps, and any associated offer(s) of dedication, to the Director of Public Works. The Director of Public Works would be the approval authority for both final maps and parcel maps.

EXISTING POLICY

City Council Policy, Chapter 1, Land Use and Transportation, Policy 1.1.3 - It is the policy of the City to provide for expeditious processing of development plans. Also it is a desire of the City to communicate clearly to developers and the public.

ENVIRONMENTAL REVIEW

Designating the Public Works Director as the approval authority and amending the subdivision ordinance does not require environmental review because it can be seen with certainty that there is no possibility that these activities will have a significant effect on the environment. (CEQA Guidelines Section 15061(b)(3))

DISCUSSION

As part of the Map process, the GC requires the City Engineer to certify that the final map or parcel map is substantially the same as it appeared on the tentative map. In Sunnyvale, all final or parcel maps would have a previously approved tentative map, and the Planning Commission is the advisory agency for tentative maps. Once a tentative map has been approved, and the City Engineer has certified that the final map or parcel map is substantially the same, the GC prohibits the City Council or its designated official from disapproval of the map. Therefore, once the City Engineer certifies the

map, there are no additional discretionary grounds for the City Council or its designated official to disapprove the map.

Designating the Director of Public Works to take action on final maps, the same as on parcel maps, aligns well with the overall map review process since the Director of Public Works supervises the City Engineer. It is important to note that as part of the process the Council will still be aware of final map approvals, as the City Clerk will provide notice as part of the regular agenda of any pending final map approval or disapproval. The City Council would also hear any appeals related to a final map. Lastly, the City Council is required to review this delegation of authority on a set timeframe and make any changes if deemed necessary.

Other cities have adopted similar ordinances to delegate final map approval, and these include Sacramento, Brentwood, and San Jose. The GC requires that Council periodically reviews the delegation of authority, and these Cities review it every five years, three years, and one year respectively (Attachments 1, 2, and 3). In the proposed ordinance, staff is recommending a periodic review of the delegation of authority by the City Council every three years.

FISCAL IMPACT

There is 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.

STAFF RECOMMENDATION

Introduce an ordinance amending title 18 (subdivisions) of the Sunnyvale municipal code to designate the Director of Public Works to take actions for final maps and for offers of dedication stated on the final maps; Establish a three year review frequency of the subject delegation; and find a CEQA exemption per guideline 15061(b)(3).

Staff recommends designating the Director of Public Works in taking action on final maps. This creates a consistent process between parcel map and final map approvals and helps facilitate development permit approvals within committed schedules. Staff also recommends that the City Council review this delegation of authority every three years, which allows the Council to determine if any changes are warranted.

Prepared by: Judy Chu, Senior Engineer

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. City of Sacramento Ordinance for Final Map Approval
2. City of Brentwood Ordinance for Final Map Approval

3. City of San Jose Ordinance for Final Map Approval
4. Draft Amended Sunnyvale Ordinance for Title 18

Sacramento City Code

Up **Previous** **Next** **Main** **Collapse** **Search** **Print** **No Frames**
[Title 16 SUBDIVISIONS](#)

Chapter 16.28 FINAL MAPS

16.28.010 Timing.

Within thirty-six (36) months of the date of approval or conditional approval of the tentative map, or within any further time period for which an extension has been granted, the subdivider may cause the proposed subdivision or any part thereof to be surveyed and a final map to be prepared and recorded in accordance with the provisions of this chapter and the Subdivision Map Act. (Ord. 2005-050 § 21; prior code § 40.07.701)

16.28.020 Preparation and form of final map.

The final map shall be prepared by or under the direction of a registered civil engineer or licensed land surveyor in the manner required by the Subdivision Map Act, and shall conform to all of the following provisions:

- A. The general form and layout of the map, including but not limited to the size and type of lettering, and the drafting and location of acknowledgements, shall be as determined by the city manager's designee.
- B. The scale of the map shall be one inch equals one hundred (100) feet, unless otherwise permitted by the city manager's designee, but in any case the map shall show clearly all details of the subdivision.
- C. All dimensions shall be shown in feet and hundredths of a foot. No ditto marks shall be used.
- D. If more than three sheets are necessary to show the entire subdivision, an index map shall be included on one of the sheets.
- E. The subdivision designation, scale and north point shall be shown on each sheet except the endorsement sheet.
- F. A title sheet, designated as page number one of the final map, shall be provided; except that, where the size of the subdivision permits, in lieu of a separate title sheet, the information required to be shown thereon may be shown on the same sheet as the map of the subdivision.
- G. The final map shall be so made and shall be in such condition when filed that legible prints and negatives can be made therefrom. (Ord. 2004-033 § 1; prior code § 40.07.702)

16.28.030 Title sheet of final map.

The title sheet shall contain the following information:

- A. Title followed by the words "City of Sacramento."
- B. Below the title shall be a subtitle consisting of a description of all property being subdivided to such map or maps or property shown thereon as shall have been last previously recorded or filed in the county recorder's office, or shall have been last previously filed with the county clerk pursuant to a final judgment in any action in partition, or shall have been previously filed in the office of the county recorder under authority of the Subdivision Map Act or by reference to the plat of

any United States survey. The description shall also include reference to any vacated area with the number of the ordinance vacating said area.

C. The subtitle of maps filed for the purpose of reverting subdivided land to acreage shall consist of the words "A reversion to acreage of _____."

D. References to tracts and subdivisions in the description must be worded identically with original records, and references to book and page of record must be complete.

E. Affidavits, certificates, acknowledgments, endorsements, acceptances, dedications and notarial seals required by law and by these regulations.

F. The basis of bearings used in the field survey, making reference to some recorded subdivision map or other record acceptable to the city manager's designee. (Ord. 2004-033 § 1; prior code § 40.07.703)

16.28.040 Certificates on final map title sheet.

The title sheet of the final map shall contain those certificates required by the Subdivision Map Act. The form of the certificate shall be approved by the city attorney. (Prior code § 40.07.704)

16.28.050 Information on final map.

The final map shall substantially conform to the tentative map approved or conditionally approved by the council (including all approved modifications) and shall contain the following information:

A. The boundary line of the subdivision shall be designated by a bold border line.

B. All areas shown on the map which do not constitute a part of the subdivision shall be labeled "Not a part of this subdivision," or "N.A.P.O.T.S." All lines delineating such areas shall be dashed.

C. All survey data and information required by Section 16.44.120, Survey data and information to be shown on final map or parcel map, of this title.

D. All lots or parcels intended for sale or reserved for private purposes and all parcels offered for dedication to the city or any other public agency for any purpose with all dimensions, boundaries and courses clearly shown and defined in every case.

Dimensions of lots shall be as total dimensions, corner to corner in addition to point to point dimensions.

E. All lots shall be numbered consecutively, without omissions or duplications, throughout the subdivision starting with the number "1," except units of a total development, which shall be numbered consecutively throughout the development. Only parcels offered for dedication other than for streets or easements shall be designated by letters; provided, however, in single-family subdivisions the parcels intended for other than single-family use may be designated by letters. Each numbered lot shall be shown entirely on one sheet.

F. The location and total width of all streets, alleys, pedestrian ways, equestrian and hiking trails and biking paths; the names of streets, and the width on each side of center line of each street, the width of the portion of the street, alley, pedestrian way, equestrian and hiking trail, and biking path being dedicated, and the width of the existing dedication, if any, within the subdivision.

G. The location and widths of any other rights-of-way within the subdivision.

H. Building setback lines, if they differ from the standard requirements established by the Planning and Development Code.

I. All necessary data including width and side lines of all public easements to which the lots of the subdivision are subject. Each easement shall be clearly labeled and identified as to nature and purpose and, if already of record, its recorded reference given. If any easement is not definitely located on record, a statement concerning the easement shall appear on the title sheet. Easements shall be denoted by fine, dashed lines.

J. All limitations on rights of access to and from streets and lots and other parcels of land.

K. The lines of any natural water course, channel, stream, creek or body of water in or adjacent to the subdivision.

L. The location, width and name of any street and the location and width of any alley, pedestrian way, equestrian or hiking trail, biking path, railroad right-of-way or other right-of-way adjacent to the subdivision.

M. Any city boundary crossing or adjoining the subdivision clearly designated and tied in.

N. In areas subject to one hundred (100) year flood hazard, base flood elevation or depth of flow and floodway boundary shall be indicated or a separate document shall be recorded with the final map indicating floodway boundary and base flood elevation or depth of flow. (Ord. 2013-0021 § 93; prior code § 40.07.705)

16.28.060 Statements, documents and other data to accompany final map.

The following statements, documents and other data, and as many additional copies thereof as may be required, shall be filed with the final map:

A. The names, addresses and telephone numbers of the record owners and subdivider and persons preparing the final map.

B. A guarantee of title or letter from a title company certifying that the signatures of all persons whose consent is necessary to pass a clear title to the land being subdivided and all acknowledgments thereto appear and are correctly shown on the proper certificates and are correctly shown on the final map, both as to consents for the making thereof and the affidavit of dedication.

C. A traverse sheet in a form approved by the city manager's designee giving lot areas, latitudes, departures and coordinates and showing the mathematical closures.

D. The engineer or surveyor under whose supervision the survey has been made shall furnish the city manager's designee field notes as required by Chapter 16.44, Surveys and Monuments, of this title.

E. The complete plans, profiles, cross sections, specifications and applicable permits for the construction and installation of improvements as required by Chapter 16.48, Improvements, of this title.

F. A final grading plan. Submission of a final grading plan may be waived by the city manager's designee when he or she determines that the submission of said plan is not required for proper grading, flood hazard mitigation and erosion control of the subdivision.

G. The agreement to make improvements and the security for such improvements as required by Chapter 16.48, Improvements, of this title.

H. All protective covenants, conditions, restrictions or affirmative obligations in the form in which the same are to be recorded when approval thereof by an officer of the city has been required as a condition of approval of the tentative map.

I. Any offer of dedication by separate instrument and accompanying title report as may be provided or required as a condition of approval of the tentative map. The dedication instrument and title report shall conform to the requirements of this section and shall be processed in accordance with the provisions of Section 16.32.110 of this title, Processing of parcel map, that relate to instruments of dedication and accompanying title reports.

Whenever an offer of dedication by separate instrument accompanies a final map, the final map shall not be accepted for filing by the city manager's designee unless and until the real estate supervisor notifies the city manager's designee that said offer of dedication has been approved for recordation as provided in Section 16.32.120 of this title.

J. All other data required by law or as a condition of approval of the tentative map, including plans, reports, agreements, permits, fees, security or other requirements.

K. If the final map creates one or more halfplex lots, the approved final inspection of the halfplexes constructed on each of the halfplex lots. (Ord. 2010-030 § 5; Ord. 2004-033 §§ 1, 4; prior code § 40.07.706)

16.28.070 Filing fee.

The final map shall be accompanied by a filing fee as established by resolution of the city council. (Prior code § 40.07.707)

16.28.080 Survey of final map.

A complete and accurate survey of the land to be subdivided shall be made by a registered civil engineer or licensed land surveyor in accordance with the provisions of Chapter 16.44, Surveys and Monuments, of this title. (Prior code § 40.07.708)

16.28.090 Filing of final map.

The subdivider shall cause all certificates to be executed except those to be executed by the city manager's designee, the city clerk and the county recorder, and shall file with the city manager's designee the original tracing of the final map and as many prints thereof as may be required. (Ord. 2004-033 § 1; prior code § 40.07.709)

16.28.100 Action by the city manager's designee.

Upon acceptance of the final map and accompanying documents, fees and materials for filing, the city manager's designee shall cause the same to be examined, and if found to be in substantial conformity with the approved tentative map and all amendments, conditions, modifications and provisions made or required by the city council, and if found to be complete, technically correct, in conformity with improvement plans and specifications, and in compliance with the requirements of these regulations, planned street lines and other applicable specific plans and ordinance, shall execute the city manager's designee certificate on the map for approval and acceptance, conditional acceptance or rejection of dedications. The city manager's designee shall submit the map to the city clerk for his or her certification. No final map shall be certified until the required improvements have

been installed or agreed to be installed in accordance with Chapter 16.48, Improvements, of this title.

Should the map or other accompanying documents, fees or materials be found to be incomplete or incorrect in any respect, the subdivider shall be advised in writing, by mail, of the changes or additions that must be made before the map may be certified. If the defect is the result of a technical and inadvertent error which, in the opinion of the city manager's designee does not materially affect the validity of the map, the city manager's designee may waive the defect and execute his certificate of approval.

The city manager's designee may refuse to approve the recording of a final map governing only a portion of a tentative map when, in the process of checking the final map he determines that said portion does not by itself provide adequate or satisfactory access, design or improvements and therefore does not conform to the design and improvement of the subdivision as indicated by the approved tentative map.

The city manager's designee must act on the final map within the time period prescribed by the Subdivision Map Act. (Ord. 2004-033 § 1, 5; prior code § 40.07.710)

16.28.110 Approval of final maps, execution of subdivision agreements and acceptance of dedications.

The city manager's designee shall notify the city council at its next regular meeting after the city manager's designee receives the map that the city manager's designee is reviewing the map for final approval.

The city clerk shall provide notice of any pending approval or disapproval by the city manager's designee, which shall be attached and posted with the city council's regular agenda and shall be mailed to interested parties who request notice.

The city manager's designee shall approve or disapprove the final map within ten (10) days following the meeting of the city council that was preceded by the notice in the paragraph above. The city manager's designee is authorized to execute subdivision agreements, as permitted by Government Code Section 66462(d), in accordance with the city's standard subdivision agreement.

As permitted by Government Code Section 66458(d), the city manager's designee may also accept, accept subject to improvement or reject dedications and offers of dedications that are made by a statement on the map.

The decisions of the city manager's designee to approve or disapprove the final map, to execute or not to execute subdivision agreements and to accept, accept subject to improvement or reject dedications and offers of dedications are final unless an interested party files a written appeal and accompanying fee with the city clerk within ten (10) days of receipt of the city manager's designee's decisions. The appeal will be considered by the city council at its next available regular meeting.

The city council shall review the delegation of authority to the city manager's designee every five years from the effective date of this section, or as soon thereafter as is practical.

Except as specifically authorized by this section, the processing of final maps shall conform to all procedural requirements of this chapter. (Ord. 2004-033 § 6; prior code § 40.07.711)

16.28.120 Multiple final maps.

Multiple final maps relating to an approved or conditionally approved tentative map may be filed prior to the expiration of the tentative map if:

A. The subdivider, at the time the tentative map application is filed, provides notice of the subdivision boundaries which will appear on said final maps and the sequence in which said final maps will be filed, in accordance with Section 16.24.060(S) of this chapter. In providing such notice, the subdivider shall not be required to define the number or configuration of the proposed multiple final maps; or

B. After filing of the tentative map application, the subdivider and the planning director and the city manager's designee concur in the filing of multiple final maps.

The filing of a final map on a portion of an approved or conditionally approved tentative map shall not invalidate any part of such tentative map. Each final map which constitutes a part, or unit, of the approved or conditionally approved tentative map shall have a separate subdivision number. The subdivision improvement agreement executed by the subdivider shall provide for the construction of improvements as required to constitute a logical and orderly development of the whole subdivision. (Ord. 2004-033 § 1; prior code § 40.07.712)

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Brentwood Municipal Code

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Title 16 SUBDIVISIONS AND LAND DEVELOPMENT

Chapter 16.070 FINAL MAP PROCEDURE

16.070.010 Filing.

Following tentative map approval and with the time limits set forth in Section 16.050.050 a subdivider may file with the city a final map which shall be in substantial conformance with the tentative map as approved or conditionally approved by the city and with the Map Act. (Ord. 471 § 3, 1990)

16.070.020 Filing fee.

At the time of filing a final map the subdivider shall pay the fee for plan checking and processing in the amount set forth in the current city fee schedule. (Ord. 471 § 3, 1990)

16.070.030 Procedure.

A. City Engineer Review. Following receipt of a final map the city engineer shall review the map and required documents submitted. If he determines that the surveys are correct and that such map is technically correct and substantially conforms to the approved tentative map and the required documents are in order, he shall certify on such map and submit the same to the city clerk for transmittal to the city council. If he shall find that full conformity has not been made, he shall so advise the subdivider and afford him or her an opportunity to make the necessary change.

B. Improvement Plans Approval Required. Review of a final map, certification and approval shall not proceed until the improvement plans for the subdivision have been submitted and reviewed by and approved by the city engineer.

C. Grounds for Final Map Denial. The city shall disapprove a map for failure to meet or perform any of the requirements or conditions imposed by the Map Act or this title; provided that a final map shall be disapproved only for failure to meet or perform requirements or conditions which were applicable to the subdivision at the time of approval of the tentative map; and provided further that such disapproval shall be accompanied by a finding identifying the requirements or conditions which have not been met or performed. Denial of the map shall not be required when the failure of the map is the result of a technical and inadvertent error which, in the determination of the local agency, does not materially affect the validity of the map. (Ord. 759 § 2, 2003; Ord. 471 § 3, 1990)

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[Title 16 SUBDIVISIONS AND LAND DEVELOPMENT](#)

Chapter 16.165 CITY MANAGER APPROVAL OF FINAL MAP AND SUBDIVISION AGREEMENTS

16.165.010 City manager's approval of final maps.

The city clerk shall notify the legislative body at its next regular meeting after the city manager receives the map that the city manager is reviewing the map for final approval; the city manager shall approve or disapprove the final map within ten days following the meeting of the legislative body that was preceded by the notice required by this subsection. (Ord. 759 § 1, 2003)

16.165.020 Appeal.

The city manager's action may be appealed to the city council, as provided in Brentwood Municipal Code Section 16.170.030(C) through (H), inclusive. (Ord. 759 § 1, 2003)

16.165.030 City clerk's notice.

The city clerk shall provide notice of any pending approval or disapproval by the city manager, which notice shall be attached and posted with the city council's regular agenda and shall be mailed to interested parties who request notice. (Ord. 759 § 1, 2003)

16.165.040 Periodic review.

The city council shall review the delegation of authority to the city manager every three years from the effective date of this chapter, or as soon thereafter as is practical. (Ord. 759 § 1, 2003)

16.165.050 Conformity.

Except as specifically authorized by this subsection, the processing of final maps shall conform to all procedural requirements of this chapter. (Ord. 759 § 1, 2003)

19.16.130 - Final map - Director processing and transmittal.

Upon receipt of the final map, the director shall check said final map to ascertain if it complies with the approved or conditionally approved tentative map and any requirements imposed as conditions to the acceptance of said map, and shall thereafter transmit it to the city engineer.

(Prior code § 9230.)

19.16.140 - Final map - City engineer processing and approval.

- A. Upon receipt of the final map, the city engineer shall check same for correctness of surveying data, the adequacy of certificates of dedication, compliance with conditions of approval of tentative map, and any other matters or features which require checking in order to insure that the map complies with the provisions of this title and of the Subdivision Map Act. If the final map complies in all respects with the tentative map as approved, if the subdivider has fulfilled all the conditions imposed by the director in connection with the provisions of the tentative map, and if the final map complies with the provisions of this title and the Subdivision Map Act, the city engineer shall endorse his or her certificate on the map in the form prescribed by the Subdivision Map Act and approve the map. The city engineer, by written finding, may waive the requirements of this subsection when the failure to conform is the result of a technical or inadvertent error which in the determination of the city engineer does not materially affect the validity of the map pursuant to the provisions of Government Code Section 66473.
- B. The city engineer shall accept, accept subject to improvement, or reject any and all offers of dedication of land for public use shown on the map, and the city clerk shall thereupon transmit said map to the clerk of the county board of supervisors for submittal to the county recorder; provided that the city engineer shall not endorse his or her certificate on or approve the map until the required improvements set forth in the approval of the tentative map have been installed or the subdivider has entered into an agreement to install such improvements.
- C. If the map does not comply with the provisions of this title and the Subdivision Map Act or does not conform to the approved or conditionally approved tentative map, the city engineer shall disapprove the map as provided in Section 19.04.060.
- D. The city engineer shall notify the city council at its next regular meeting after receipt of a final map that the city engineer is reviewing the map for final approval. The city clerk shall provide notice of the city engineer's pending decision on a final map by attaching and posting the notice with the city council's regular agenda and mailing the notice to interested parties who request notice. The city engineer shall approve or disapprove the final map within ten days following the meeting of the city council that was preceded by the clerk's notice.
- E. The city council shall review the delegation of authority to the city engineer hereunder annually in conjunction with its budget process.

(Prior code § 9231; Ord. 26386.)

19.16.145 - Final map - Appeal to city council.

The city engineer's decision to approve or disapprove the final map may be appealed to the city council. Such appeal shall be in writing and filed with the city clerk within fifteen days of the city engineer's decision. The city clerk shall place the matter on the city council agenda as soon as is

practicable.

(Ord. 26386.)

19.16.150 - Final map - Action by city council.

- A. The city council on appeal shall approve said map if it complies in all respects with the tentative map as approved, if the subdivider has fulfilled all the conditions imposed by the director in connection with the approval of the tentative map, and if the final map complies with all the requirements of the Subdivision Map Act and this title applicable at the time of approval or conditional approval of the tentative map. The city council, by resolution, may waive the requirements of this subsection when the failure to conform is the result of a technical or inadvertent error which in the determination of the city council does not materially affect the validity of the map pursuant to the provisions of Government Code Section 66473.
- B. The city council on appeal shall, at such meeting, also accept, accept subject to improvement, or reject any and all offers of dedication of land for public use, and unless the streets, alleys, pedestrian ways and easements have been improved and accepted shall, as a condition precedent to the acceptance of any streets, alleys, pedestrian ways or easements, provide for the improvement of such streets, alleys, pedestrian ways and easements in accordance with the standard specifications applicable at the time of approval of the tentative map and with the plans for the improvement of the subdivision which are approved by the city engineer.

(Prior code § 9232; Ords. 22126, 26386.)

19.16.160 - Final map - Approval and recordation conditions - Disapproved maps.

If the city engineer or the city council on appeal approves said final map, it shall be recorded as provided by the Subdivision Map Act. The final map shall not be approved and recorded until the required improvements as set forth in the approval of the tentative map have been installed, or the subdivider has entered into an agreement to install such improvements. If the map is disapproved by the city engineer or the city council on appeal, the city engineer shall return the disapproved map to the subdivider with the reasons for such disapproval.

(Prior code § 9233; Ord. 26386.)

ORDINANCE NO. ____-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING CERTAIN SECTIONS IN
CHAPTERS 18.04 (GENERAL PROVISIONS) AND 18.20
(MAPS) OF TITLE 18 (SUBDIVISIONS) OF THE
SUNNYVALE MUNICIPAL CODE

WHEREAS, Government Code section 66458 allows the City Council to enact an ordinance for the approval or disapproval of final maps and the acceptance or rejection of dedications and offers of dedications on the map by the city engineer or other designated official; and

WHEREAS, the City would like to streamline the development review process in order to facilitate timely permit issuance for applicants; and

WHEREAS, Sunnyvale Municipal Code Title 18 sets forth the City's review procedures for the review of subdivision maps in accordance with the Subdivision Map Act; and

WHEREAS, the City Council hereby adopts the amended Title 18 of the Sunnyvale Municipal Code to reflect the revised sections in Chapters 18.04 and 18.20.

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

SECTION 1. SECTION 18.04.030 AMENDED. Section 18.04.030 of Chapter 18.04 (General Provisions) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code is hereby amended and renumbered as follows:

18.04.030. Advisory agency designation—Appeal board designation.

(a) - (b) [Text unchanged]

(c) The city council is the advisory agency with respect to the following:

~~(1) Final maps;~~

~~(2) Acceptance or rejection of dedications made in conjunction with final maps;~~

~~(3)~~ Reversions to acreage.

(d) The director of public works is the advisory agency with respect to the following:

(1) Action on specific design detail pursuant to Chapter 18.12;

(2) Estimating the cost of improvements pursuant to Section

18.16.020;

(3) Action on final maps;

- ~~(4)~~ Acceptance or rejection of dedications made in conjunction with final maps;
- ~~(5)~~ Action on parcel maps;
- ~~(46)~~ Acceptance or rejection of dedications made in conjunction with parcel maps;
- ~~(7)~~ Waiver of parcel maps;
- ~~(58)~~ Control over grading operations in streets and public rights-of-way;
- ~~(6) Review of form and contents and accuracy of related data on final maps and parcel maps;~~
- ~~(79)~~ Improvement security and all matter related thereto, except in relation to undergrounding of utilities;
- ~~(8) Acceptance or rejection of dedications made in conjunction with parcel maps;~~
- ~~(109)~~ Lot line adjustments;
- ~~(1011)~~ Certificates of correction and amending maps;
- ~~(1112)~~ Requirements of soil testing in streets and public rights-of-way.
- (e) - (h) [Text unchanged]

SECTION 2. SECTION 18.04.040 AMENDED. Section 18.04.040 of Chapter 18.04 (General Provisions) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code is hereby amended and renumbered as follows:

18.04.040. Definitions.

For the purpose of this title the following terms, phrases, words and their derivations shall have the meaning ascribed to them by this section:

- (1) - (5) [Text unchanged]
- ~~(6)~~ “City engineer” means the city engineer of the city of Sunnyvale.
- ~~(67)~~ - ~~(324)~~ [Renumbered; text unchanged]

SECTION 3. SECTION 18.20.100 AMENDED. Section 18.20.100 of Chapter 18.20 (Maps) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code is hereby amended as follows:

18.20.100. Final or parcel map—Action before filing.

Subsequent to the approval or conditional approval of the tentative map, the subdivider shall furnish the following information to the ~~director of public works~~city engineer and shall receive his or her authorization prior to the filing of the final map or parcel map:

- (a) – (d) [Text unchanged]

SECTION 4. SECTION 18.20.120 AMENDED. Section 18.20.120, of Chapter 18.20 (Maps) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code is hereby amended as follows:

18.20.120. Final or parcel map—Preparation and filing.

(a) - (b) [Text unchanged]

(c) The subdivider shall submit to the ~~director of public works~~city engineer ~~five six copies~~prints of the final or parcel map containing such information and accompanied by such other data as required by this chapter.

(d) [Text unchanged]

(e) All construction plans for improvements required for compliance with the conditions of approval of the tentative map shall be prepared by a registered civil engineer and shall conform to the required design standards. Such plans shall be submitted to the ~~director of public works~~city engineer prior to the expiration of the approved tentative map.

(f) - (g) [Text unchanged]

SECTION 5. SECTION 18.20.220 AMENDED. Section 18.20.220, of Chapter 18.20 (Maps) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code is hereby amended as follows:

18.20.220. Final or parcel map—Examination and checking.

(a) Except as provided in subsection (b), after issuance of a receipt for the final or parcel map, the ~~director of public works~~city engineer, shall examine it as to the correctness of the surveying data, mathematical data computations and such other matters as require checking to ensure compliance with the “Subdivision Map Act” and this title.

(b) No checking of maps or plans shall be commenced until all required maps, plans, calculations and other supporting data have been filed with the ~~director of public works~~city engineer.

SECTION 6. SECTION 18.20.240 AMENDED. Section 18.20.240, of Chapter 18.20 (Maps) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code is hereby amended as follows:

18.20.240. Final map—Transmittal to ~~director of public works~~city engineer.

If the ~~city engineer determines that the final map is technically correct and substantially conforms to the approved tentative map, he or she shall certify on the final map and submit the same to the director of public works, together with plans and specifications. If he/she the city engineer shall find that full conformity has not been made, he or she shall~~ final map is found to be in correct form and the matters shown thereon are sufficient, the director of public works shall endorse his or her approval thereon and transmit it to the city council, together with plans and specifications or a report thereon of proposed improvements and such other matters as are required to enable the city council to consider the final map, or

return the final map to the subdivider, together with a statement setting forth the grounds for its return.

SECTION 7. SECTION 18.20.270 AMENDED. Section 18.20.270, of Chapter 18.20 (Maps) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code is hereby amended as follows:

18.20.270. Final map—Action by director of public works~~city council~~.

(a) ~~Upon receipt of the final map from the city engineer, the director of public works city council, at its next meeting or within a period of not more than ten days after the filing of the final map by the director of public works, shall approve the map if it conforms to all the provisions of this title and the “Subdivision Map Act” applicable at the time of approval of the tentative map, or the city council shall advise the subdivider of its disapproval, and the reason or reasons therefor shall notify the city council at its next regular meeting that the director of public works is reviewing the map for final approval. The city clerk shall provide notice of any pending approval or disapproval by the director of public works which notice shall be attached and posted with the city council’s regular agenda and shall be mailed to interested parties who request notice.~~

(b) ~~If the city council approves the final map, it shall authorize the city to enter into an agreement with the subdivider for construction of all the improvements specified in this title. The approval of the final map and subdivision agreement shall authorize the mayor to sign the subdivision agreement. The director of public works shall approve or disapprove the final map within ten days following the city council meeting that was preceded by the notice required by this subsections (a) and (e). The director of public works shall, as required by section 18.20.250 and as part of the final map approval, and shall authorize enter ing into an improvement agreement with the subdivider for construction of all the improvements specified in this title.~~

(c) ~~The city council director of public works shall accept, accept subject to improvement, or reject dedications and offers of dedications that are made by a statement on the map. may reject any and all offers of dedication. If at the time the final map is approved any street dedications are rejected by the council director of public works, the offer of dedication shall be deemed to remain open. The city council director of public works may, by resolution at any later date and without further action by the subdivider, rescind its previous action and accept and open said streets for public use, which acceptance shall be recorded in the office of the county recorder.~~

(d) ~~The director of public works’ action under this section to approve or disapprove the final map may be appealed to the city council. Such appeal shall be in writing and filed with the city clerk within ten days of the director’s decision. The city clerk shall place the matter on the city council agenda as soon as is practicable.~~

(e) ~~The city council on appeal shall approve said final map if it complies in all respects with the tentative map as approved, if the subdivider has fulfilled all the conditions imposed by the director in connection with the approval~~

of the tentative map, and if the final map complies with all the requirements of the Subdivision Map Act and this title applicable at the time of approval or conditional approval of the tentative map.

(f) The city council on appeal shall accept, accept subject to improvements, or reject any and all offers of dedication that are made with a statement on the map that complies with the Subdivision Map Act.~~(de) The city clerk shall provide notice of any pending approval or disapproval by the director of public works which notice shall be attached and posted with the city council's regular agenda and shall be mailed to interested parties who request notice.~~

(g) The city council shall review the delegation of authority to the director of public works every three years from the effective date of this chapter, or as soon thereafter as is practical.

(h) Except as specially authorized by this section, the processing of final maps shall conform to all procedural requirements of this chapter and Division 2 Subdivision of the California Government Code.

(i) Subsequent to the approval of the final map by the city council~~director of public works~~ and the execution of the required agreements the city clerk shall transmit the map ~~to the clerk of the county board of supervisors for transmittal to the county recorder, or~~ directly to the county recorder, ~~whichever is required by law.~~

SECTION 8. 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 9. 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 10. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 11. 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



City of Sunnyvale

Agenda Item

15-0988

Agenda Date: 2/9/2016

REPORT TO COUNCIL

SUBJECT

Approval of Budget Modification No.17 to Appropriate Funds to Add Staff Positions in the Departments of Community Development, Public Safety and Public Works for Development Review and Construction Inspection Services and for On-call Building Inspection and Fire Inspection services, and Authority to Establish Contracts

REPORT IN BRIEF

Based on pending development applications and building permit activity, staff expects that the current high level of construction activity will continue for at least several more years. Currently, staff is not meeting performance standards for plan check, inspections, and scheduling projects for public hearings. Development activity is quite varied and ranges from permits for home improvements to large office, residential and hotel projects. In order to effectively respond to the workload needs for development and environmental review, construction permitting and construction inspections, staff recommends that the City Council approve Budget Modification No. 17 to provide funds to hire additional staff in the Community Development, Public Works and Public Safety Departments to respond to the workload needs for development and environmental review, construction permitting and construction inspections; and delegate authority to the City Manager to establish temporary on-call staffing contracts at levels greater than \$100,000 as necessary, so long as the appropriation limit is not exceeded.

This request is a stop-gap measure to address current pressing needs and to modify the current staffing model which has become unsustainable due to the duration of demand for service and the competitive market conditions for development staff. Other adjustments to development services budgets may be presented to the Council with the FY 2016/17 budget. Funding for both the contracts and the staff will be provided through the Development Services Enterprise Fund Reserve (i.e., fees collected for processing development and construction permits). A hallmark of Sunnyvale's development services is fast turnaround times for plan reviews and inspections. We have lost some of our regional competitiveness and customer service edge with the longer timeframes. Staff is requesting this additional budget outside of the normal budget process due to the critical need for staffing; delaying it longer could severely jeopardize the City's reputation for efficient and effective. This action allows for staff to begin the recruitment process for several development related positions so that if the City Council fully funds the positions over the 20 Year Plan, the City will have completed a lengthy recruitment process for these positions and expedite the placement of staff in key positions that will result in more efficient and effective services for residents and businesses.

The additional staff would allow the City to better achieve its performance standards for providing responsive customer service. Since development activity is cyclical, workload needs will be regularly monitored to determine if a future vacant position should be filled when a staff member retires or leaves the City.

BACKGROUND

The development review, permit processing and construction inspection functions in the City have been operating at a heightened level since 2011 when the region emerged from one of the worse recessions in past decades. The economic turnaround in Sunnyvale has been rapid and sustained. Sunnyvale continued to exhibit a modest level of construction permitting activity during the recession years between 2008-2011, but activity in the last four years has been unprecedented in terms of home improvements and development interest as reflected in construction valuation, permits issued, and permit fees. Sunnyvale and adjacent cities were one of the first regions in the nation to experience a pronounced economic recovery, mainly driven by the strength of the innovation-based technology sector in Silicon Valley. Attachment 1 shows the development trend for the past 15 years for construction valuation, permits issued and inspections in Sunnyvale. This data is also indicative of Planning and Engineering activity during the same period.

When the economic recovery began, it was difficult to assess how long the robust level of economic activity would continue. Given historic records, few foresaw the duration of the current economic cycle. The economic forecast for Silicon Valley, while still favorable, is expected to moderate going forward. However, given the current number of projects in process that will take multiple years, and the continued high demand for housing, it is expected that demand for development services will remain strong for at least several more years before subsiding. Several factors suggest that this economic activity will continue in the near term:

- Although there are notable exceptions, Silicon Valley companies continue to prosper with an interest in expanding facilities to meet a growing workforce, building new modern Class “A” offices, and repurposing existing Class “B” and “C” industrial buildings with extensive tenant improvements.
- Residential development will continue to respond to the strong market demand for new for-sale and rental housing, and this demand is reflected in rising home prices and apartment rents.
- Favorable financing continues to be available for both residential and non-residential construction.
- Residential remodeling and additions are continuing at a high pace to meet the growing needs of Sunnyvale families. Additionally, with the brisk sale of homes, new property owners often embark on home improvement projects.

Tangible evidence that development activity is not subsiding is reflected in recent construction activity for the first quarter of FY 2015/16 (July 1 to September 30, 2015). Total building valuation for permits issued in the first quarter of FY 2015/16 was over \$241 million compared to approximately \$174 million for first quarter of FY 2014/15. The number of issued construction permits and amount of fees, which are based on building valuation, are up about 30 percent over the same period last year.

While development activity in Sunnyvale is often associated with the large office and residential complexes in the City, the vast majority of zoning approvals and construction permits actually pertain to residential remodels, additions or new single-family houses which directly serve homeowners/residents. Of the 5,387 building permits issued in FY 2014/15, 63 percent of permits consisted of these types of residential projects. Another 16 percent of permits were related to small commercial tenant improvements, which generally serve the small business community (valuation

less than \$25,000). Additionally, of the 23,232 building construction inspections that were performed in FY 2014/15, 65 percent involved inspection of small residential projects and minor tenant improvements for commercial buildings.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” with the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378 (b) (4) in that is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

DISCUSSION

The high demands for development review and construction permitting and inspection services have heavily impacted staffing in several City departments and divisions including: Department of Community Development’s Building Safety and Planning Divisions; Department of Public Work’s Engineering and Transportation Divisions; and Department of Public Safety’s Fire Prevention Office.

Performance Standards

Performance standards for Development Services activities have suffered in recent years as construction activity has remained at a high level. Inspections for building, fire and public works projects have especially suffered with longer turnaround times. Whereas a longstanding goal of the City is to offer inspections within one to three days of a requested time, building inspections currently have wait periods of seven to ten days, while Fire inspections are three to four weeks out. The impact is not only felt by larger projects, but also adversely affects homeowners and small businesses which, as noted earlier, constitute a large proportion of inspection stops. Complaints from homeowners, businesses and developers have increased. In response, inspectors have been authorized to conduct after hour and Saturday inspections when requested, but a prolonged reliance on overtime is straining staff and is not cost effective. Plan checks are exceeding the performance goal of 21 days for turnaround times, and there is typically a long wait for customers at the One Stop Permit Center, especially in the morning hours. Planning, Transportation and Engineering staffs are also struggling to process a high volume of development applications. An unprecedented number of environmental impacts reports and traffic impact analyses are concurrently being prepared, which is becoming the norm and not the exception. The delays in meeting performance goals by a day or two were not considered significant; however, as workload increased and staffing options decreased the cumulative effect has been delays as many as three to four weeks in scheduling inspections. To address the issue staff members have worked overtime, part-time were hired and left for full-time positions or reached their annual hour limits and contract staff budgets have run out. This model is not sustainable for staff health and morale.

Development applications have also become more complex at the planning approval and building permit stages. At the planning review stage, expanded community outreach and public noticing and more complex environmental review, particularly with regard to traffic impact analyses, have required more staff hours to process development applications. At the building permit stage, each version of the state building and fire codes (latest version 2013) exhibits more complex regulations which have necessitated more staff time for plan checking and inspections. For instance, the state CalGreen code includes ambitious green building and sustainable requirements that are enforced along with the City’s Green Building Program. Additionally, recently enacted Title 24 energy conservation standards and stormwater reporting and monitoring requirements have placed additional staff demands on plan checking and inspections.

A performance goal for Planning applications is to provide comments for at least 85 percent of non-public hearing applications within 15 days of submittal and that at least 85 percent of public hearing applications receive comments within 20 days. For last fiscal year, 83 percent of non-public hearing applications and only 74 percent of public hearing applications met the goal; this year, to date, the performance is 62 percent of non-public hearing items and 73 percent of public hearing applications. Also, the number of planning applications this fiscal year to date, compared to last year, is up 11 percent (450 vs. 500). Due to the State maximum 30 days to determine application completeness (per the Permit Streamlining Act), other planning reviews such as building plan checks tend to be further delayed.

The goal for preparation and review of traffic studies is 16-18 weeks. This timeframe is inclusive of time required for staff to scope the needed traffic study, contact a city consultant for a quote, collect the funds from the applicant, for consultant to prepare the study, and for staff to review the draft and final. This time frame is currently running about 24 weeks.

The Engineering Division of Public Works also reviews development land use applications and encroachment permits. The goal for review is a three-week turn around for the first review and two-week review for every other review after. However due to the increased number of projects the number of projects that are currently meeting the expected review rates vary from 44 percent and 38 percent respectively.

Contract and Part-time Staffing Solutions

The initial response to the rising workload was to supplement base staffing levels with one-time budget allocations to hire temporary contract/casual staff to assist staff in responding to the high level of development activity. In August 2012, the Council approved a budget modification for \$933,760 (\$343,000 for Building Permitting and \$590,760 for Fire Prevention Construction) to provide supplemental staff support for permitting and construction inspection activities. In September 2014, the Council approved \$300,000 to fund supplemental temporary staffing for the Planning Division. Most recently, in November, the Council appropriated \$300,000 for transportation and traffic staff. While this response was an appropriate short-term response, it is not the most effective long-term solution, especially now that it appears the base staffing level for the development review functions may be higher due to the changing development and regulatory environment.

Limitations with Contract and Casual Staffing

Temporary contract/casual staffing has the following limitations:

- **Availability.** While recruiting temporary staff was easier several years ago when the region was emerging from the recession, finding qualified temporary staff has been extremely challenging in recent years as other cities are competing for that same pool of expertise.
- **Continuity.** Temporary staff does not provide an optimal level of staff stability or continuity and does not develop institutional knowledge in the City. This can ultimately affect customer service and the efficiency of service delivery in the City. In the Community Development Department alone, 24 temporary contract/casual staff have been hired in the last three years (although three have transitioned to permanent staff). When the turnover of permanent staff during this time period is factored in, the result is a transitional staffing condition, which presents management, supervision, and training challenges.

- Cost. Contract staffing is most appropriate when short-term, limited scope assistance is required (e.g., filling in for staff vacancies, or a single large project that requires additional assistance). The hourly rates for contract staff tend to be much higher than regular staff cost (35 percent to 50 percent over budgeted fully loaded hourly rates).
- Staff Supervision and Training. State civil service rules limit the ability for many temporary staff to work full-time (for both City causal part-time or contract staff). This requires hiring more part-time staff to cover workload needs, which further impacts managers and supervisors.
- Succession Planning. A reliance on temporary staff does not provide a full complement of permanent staff to aid in succession planning and staff transitions as employees retire or leave the City.

Concerns with Additional Full-time Staffing

The main concern with adding full-time staff is that departments could be overstaffed during more average or downturn periods. Over the past 25 years the experience is that about 10 percent of the development services staff members leave per year. Staff members leave City of Sunnyvale employment due to retirement, promotional or other opportunities with other agencies or businesses, or family reasons (e.g., spouse has a job that requires relocation, a parent stays home to care for children). During particularly slow years there may be fewer vacancies; when this has occurred in the past, staff members have been reassigned to other departments where there is a need for additional help and the employee's skill set is transferrable. Transfers have been temporary and permanent to other divisions within the same department as well as to other departments. During busier periods there are deferred activities such as permit archiving and data management; as fees have already been collected for these activities, staff resources are available to focus on deferred services. Staff levels also can be managed through attrition, by not filling vacancies that occur during a slow economy.

Staffing Requests

While a certain level of temporary contract/casual staff continues to be recommended to respond to the volatile nature of development activity, staff is recommending a higher number of City positions to promote continuity and enhanced customer service, as well as additional funding for temporary staff until recruitments can be completed. The proposed staffing level responds to an immediate need; staff will continue to assess the workload and if warranted present requests for additional staffing with the FY 2016/17 Recommended Budget. While this high level of activity is expected to subside eventually, staff vacancies and retirements will inevitably occur in the future, which will allow the flexibility to adjust staffing levels as necessary. Funding is recommended to add the six staff positions.

Past recruitments for each of the requested position classifications suggest that the City attracts more applicants for the entry level positions than the more advanced positions. Higher level positions may be filled with promotions. Even recruitments with lower candidate pools have resulted in filled positions. Given the current workload in Human Resources recruiting for the requested additional staff is anticipated to start in February and March with certified lists of qualified candidates available in March and April. Public Safety positions would take longer to fill due to more rigorous background checks. New classifications may take about four months to prepare and process with additional time for recruitment to follow (the one revised classification is anticipated to be filled through closed promotion which would require less time to complete than a new hire).

This request for staff and interim funding is intended to address the most pressing needs of staff, building, fire and construction inspectors, and transportation engineer. Other positions will be presented to the Council as part of the entire budget package for FY 2016/17.

Community Development

Building Inspector I/II (two positions)

These two positions will assist in responding to the heavy demand for construction inspections, but can also provide back-up plan checking services if needed. The goal is to reduce the wait period for inspections and achieve the Building Division's longstanding performance goal of offering next day inspections for 90 percent of customer requests for immediate inspections. One of the inspectors will focus on inspections for small residential and commercial projects.

Public Works

Public Works Construction Inspector

As work in encroachment permits and public right of way improvements continues to increase, the Engineering Division has maintained only one inspector to inspect construction of improvements. This has limited the inspectors focus to only work currently under construction and does not allow for review of plans, problem resolution as part of the design process, and proactive communication with contractors. It also delays projects as only a certain number of inspections can be completed daily.

Senior Transportation Engineer

The increase in development activity has greatly impacted the Transportation Division. Prior to the last two years, the maximum number of Traffic Impact Analysis (TIAs) that the Division had managed at one time was six. Currently staff is managing 14 TIAs and cannot maintain the committed schedules. In addition to TIAs, development projects require review from the Transportation Division and this workload has increased significantly. These reviews included encroachment permits, traffic control plans, signing and striping plans, street lighting plans, and signal plans. Limited staff affects the performance goal of first round plan reviews within 21 days and second round plan reviews within 14 days.

Public Safety

Fire Protection Engineer (two positions)

These two positions will assist in providing plan check services to reduce customer wait times and to help meet Public Safety's performance goal to complete first round plan reviews within 21 days and second round plan reviews within 14 days. These positions will also assist in responding to the heavy demand for construction inspections related to fire protection systems. The goal is to reduce the wait time for inspections, minimize the reliance on contract inspectors and achieve Public Safety's longstanding performance goal of completing 90 percent of customer requests for next available fire safety inspection within two days of the request.

Next and Future Fiscal Years

Staff will present other development services staffing requests as part of the annual budget review in May and June. If additional staffing resources are approved, it would be advantageous to commence the recruitment process in advance of July 1, making it clear that there is not a current vacancy for any of those contemplated positions.

Short Term: On-Call Staffing

Also requested, in addition to the above staffing requests, are funds for on-call contract staffing for

building inspectors and fire inspectors. This funding will allow staff to respond to the backlog of inspection requests needs while recruitment for regular staff is in progress. Staff is requesting \$150,000 for building inspection staffing services and \$350,000 for fire inspection staffing services. At current spending levels these funds could last for about one year.

FISCAL IMPACT

The new positions will be funded by the Development Enterprise Fund. The Development Enterprise Fund accounts for development-related revenues as well as the associated operating budget for development services. In recent years, with development activity at a very high level, revenue from development-related fees such as Building Permits, Fire Prevention Permits, and Plan Check Fees has continually exceeded projections. This has continued into the current year, with revenue in the Development Enterprise Fund at \$8.5 million through only half of the fiscal year against the original projection \$11.43 million for the year.

Budget Modification No. 17 has been prepared to appropriate \$828,922 from the Development Enterprise Fund Reserve to operating programs in the Community Development, Public Works, and Public Safety Departments. This appropriation to the FY 2015/16 operating budget covers three months of budgeted personnel costs and related equipment and vehicles expenses for the six positions identified above. Funding for FY 2016/17 and all following years, pending approval of this Budget Modification, will be included in the FY 2016/17 Recommended Budget. The annual amount for all six positions is approximately \$1.05 million. Budget Modification No. 17 also includes \$500,000 appropriated to two special projects for continued supplemental staffing.

BUDGET MODIFICATION NO. 17 FISCAL YEAR 2015/2016

| Current | Increase (Decrease) | Revised |
|------------------------------------|--------------------------------|----------------|
| Development Enterprise Fund | | |
| <u>Expenditures:</u> | | |
| CDD Building | \$124,032 | \$3,344,479 |
| DPW Land Dev | \$105,836 | \$1,403,380 |
| Engineering Pr | | |
| DPS Fire Preve | \$99,054 | \$810,964 |
| Program | | |
| 829750 - Fire F | \$350,000 | \$529,110 |
| 829760 - Buildi | \$150,000 | \$225,283 |
| Services | | |
| <u>Reserves:</u> | | |
| Development E | (\$828,922) | \$13,936,698 |
| Reserve | | |

Funding Source

Development related activities are funded by the Development Enterprise 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.

ALTERNATIVES

1. Approve Budget Modification No. 17 to provide funds to hire additional staff in the Community Development, Public Works and Public Safety Departments to respond to the workload needs for development and environmental review, construction permitting and construction inspections.
2. Approve Budget Modification No. 17 with modifications.
3. Do not approve Budget Modification No. 17.
4. Delegate authority to the City Manager to establish temporary on-call staffing contracts at levels greater than \$100,000 as necessary, so long as the appropriation limit is not exceeded.

STAFF RECOMMENDATION

Alternatives 1 and 4: Approve Budget Modification No. 17 to provide funds to hire additional staff in the Community Development, Public Works and Public Safety Departments to respond to the workload needs for development and environmental review, construction permitting and construction inspections; and delegate authority to the City Manager to establish temporary on-call staffing contracts at levels greater than \$100,000 as necessary, so long as the appropriation limit is not exceeded.

Staff is concerned that not providing additional resources for staffing will cause review times and inspection schedules to slip even further behind desired timeframes. A key service that Sunnyvale provides to residents and businesses has been the quick turnarounds for plan reviews and inspections. Customers have contacted the City with complaints about the wait times for inspections. This budget modification will address the most pressing needs in Community Development, Public Works and Public Safety.

Prepared by: Trudi Ryan, Director of Community Development

Reviewed by: Timothy J. Kirby, Acting Director of Finance

Reviewed by: Manuel Pineda, Director of Public Works

Reviewed by: Frank Grgurina, Chief of Public Safety

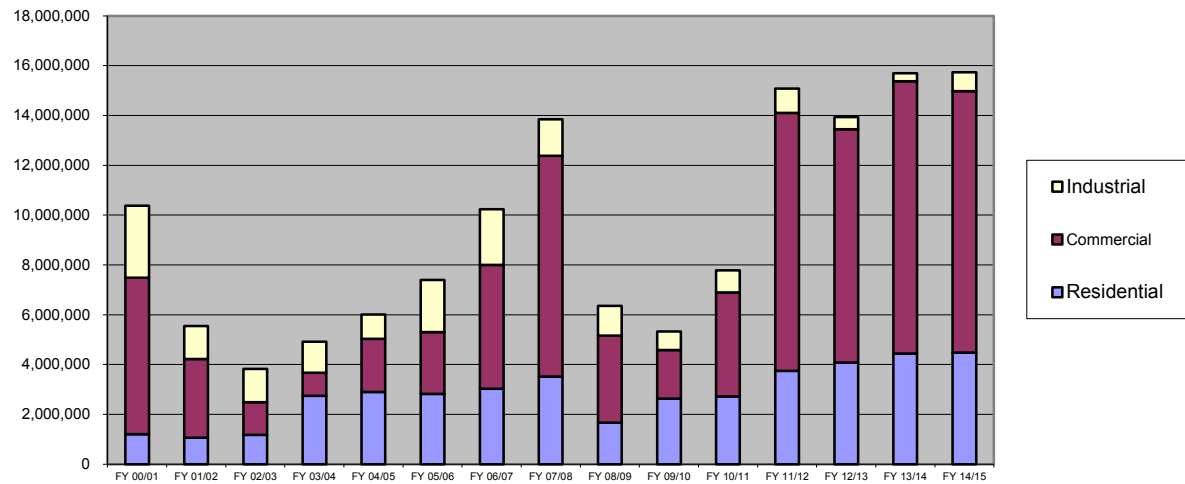
Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

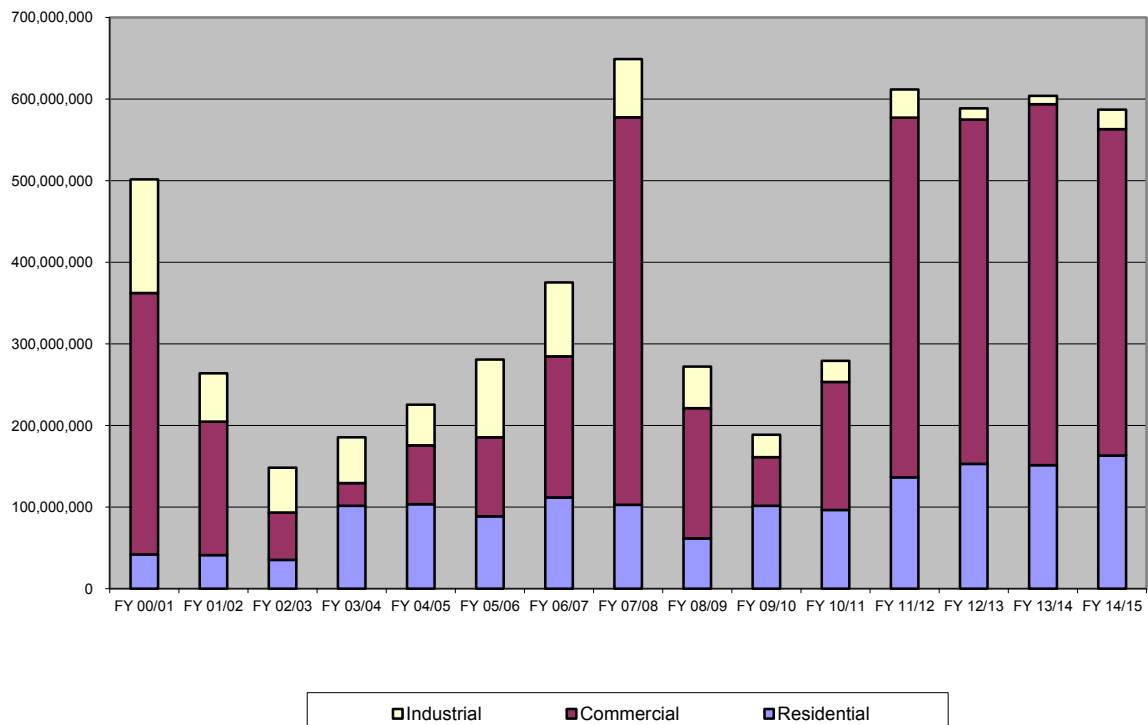
ATTACHMENTS

1. Building Valuation from 2000 to 2015

Building Construction Revenue



Building Construction Valuation





City of Sunnyvale

Agenda Item

16-0078

Agenda Date: 2/9/2016

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, February 23, 2016 - City Council

Closed Session

- 16-0094** 4:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Teri Silva, Director of Human Resources; Deanna J. Santana, City Manager
Employee organization: Public Safety Officers Association (PSOA)
Employee organization: Sunnyvale Employees Association (SEA)
- 16-0158** 5:30 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
1. Consolidated Cases: Successor Agency to the Redevelopment Agency of the City of Sunnyvale v. Matosantos, Case No. 34-2013-80001499; and Santa Clara County Office of Education v. Successor Agency, Case No. 34-2013-80001627
2. Successor Agency to the Redevelopment Agency of the City of Sunnyvale v. Michael Cohen, Emily Harrison, et al., Case No. 34-2015-80002067

Study Session

- 16-0171** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Presentation by County of Santa Clara: Update on County Cold Weather Shelter Program and North County Facilities

Public Hearings/General Business

- 15-1040** Appoint Applicants to Boards and Commissions
- 16-0015** Adopt Council-ranked Study Issue Presentation Dates for 2016
- 16-0023** File #: 2015-7539
Location: 845 W Maude Ave. (APN: 165-41-001)
Proposed Project: Consideration of an application for a 1.66-acre site: USE PERMIT to allow construction of a 39,233 square foot four-story office/R&D building resulting in approximately 55% Floor Area Ratio.
Applicant / Owner: Peery-Arrillaga / Wizardly Holdings LLC
Environmental Review: Mitigated Negative Declaration

15-1009 Approve Revised Term Sheet for Loan Commitment to MidPen Housing for Benner Plaza, located at 460 Persian Drive, and Authorize Application for Affordable Housing and Sustainable Communities (AHSC) Grant for Persian Drive Sidewalk Extension Project as part of Benner Plaza Project Application

16-0164 Appoint Regular and Alternate Directors to the Silicon Valley Clean Energy Authority

Tuesday, March 15, 2016 - City Council

Public Hearings/General Business

16-0077 Receive Civic Center Modernization Project Polling Results and Provide Direction to Staff on Next Steps

16-0047 Consider First Community Housing Proposal for \$6 Million in Housing Mitigation Funds for Redevelopment of Orchard Gardens Apartments at 245 W. Weddell Drive

15-1019 Approve the 2015 Annual Progress Report on Implementation of the General Plan's Housing Element

15-0392 Introduce an Ordinance to Amend Titles 3 (Revenue and Finance) and 19 (Zoning) of the Sunnyvale Municipal Code related to the Transportation Impact Fee and Housing Impact Fees in Conjunction with the "Evaluate the Timing of Park Dedication In-lieu Fee Calculation and Payment" Study Issue (2015-7151)

16-0044 File #: 2015-7530
Location: 521 East Weddell Drive (APN: 110-14-196), 531 East Weddell Drive (APN: 110-14-186), 539 East Weddell Drive (APN: 110-14-158), 1010 Morse Avenue (APN: 110-14-202)
Zoning: MS-POA (521, 531, and 539 East Weddell Drive) and MS-ITRR3 (1010 Morse Avenue)
Proposed Project:
GENERAL PLAN AMENDMENT: to allow a land use designation change from Industrial to School on three parcels (521, 531, and 539 E. Weddell Dr.) and from Industrial to Residential Medium to High Density to Park on one parcel (1010 Morse Ave - Seven Seas Park).
Applicant / Owner: New Hope International Church (applicant) / New Hope International Church (owner - 521 and 539 E. Weddell Dr.), 1st Morning Light Chinese Christian Church (owner - 531 E. Weddell Dr.), and City of Sunnyvale (owner - 1010 Morse Ave.)
Environmental Review: Mitigated Negative Declaration

16-0165 Renew Agreement with Sustainable Community Gardens for Property Located at 433 Charles Street

Tuesday, March 29, 2016 - City Council

Presentation

16-0155 PRESENTATION - PG&E Pipeline Safety Program

Public Hearings/General Business

16-0030 Approve Request for Proposals to Develop New Affordable Housing Project on City Property Located on Charles Street (Block 15)

16-0046 Introduce an Ordinance to Award a Taxicab Franchise to Silicon Valley Taxi Drivers, Inc. DBA Green Cab

16-0151 Introduce an Ordinance Amending Section 3.80.040 of the Sunnyvale Municipal Code to increase the City's Minimum Wage to \$15 by 2018

16-0154 Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing on Proposed Issuance of Tax Exempt Revenue Bonds for Sunnyvale Life, L.P. by the California Municipal Finance Authority (CMFA) for Rehabilitation of "Life's Garden" Senior Housing

Tuesday, April 5, 2016 - City Council**Special Order of the Day**

16-0170 SPECIAL ORDER OF THE DAY - National Library Week

Public Hearings/General Business

16-0106 Introduce an Ordinance to Amend Title 19 (Zoning) and Update the Water-Efficient Landscaping Regulations per the State of California Governor's Executive Order B-29-15

Tuesday, April 19, 2016 - City Council**Special Order of the Day**

16-0127 SPECIAL ORDER OF THE DAY - Department of Public Safety Special Awards

Public Hearings/General Business

16-0113 File #: 2015-7275
Location: 1111 Lockheed Martin Way (APNs: 110-01-036 and 110-01-038)
Proposed Project: Discussion and possible actions on:
CERTIFICATION OF FINAL ENVIRONMENTAL IMPACT REPORT;
GENERAL PLAN AMENDMENT to modify the Moffett Park Specific Plan;
REZONING Introduction of an Ordinance to Rezone from MP-I (Moffett Park Industrial) to MP-TOD (Moffett Park Transit Oriented Development).
Applicant / Owner: Jay Paul Company/ Lockheed Missiles and Space Co., Inc.

Tuesday, May 3, 2016 - City Council

Special Order of the Day

16-0101 SPECIAL ORDER OF THE DAY - 2016 Earth Day Poster Contest Winners

16-0103 SPECIAL ORDER OF THE DAY - Recognition of Green Businesses

Public Hearings/General Business

16-0041 Consider Draft Housing and Urban Development (HUD) Action Plan and
Proposed Human Services Grants for FY 2016-17

Tuesday, May 10, 2016 - City Council

Study Session

16-0054 6 P.M. SPECIAL COUNCIL MEETING ONLY (Study Session) - NO
REGULAR COUNCIL MEETING
Board and Commission Interviews

Wednesday, May 11, 2016 - City Council

Study Session

16-0055 6 P.M. SPECIAL COUNCIL MEETING ONLY (Study Session)
Board and Commission Interviews

Tuesday, May 17, 2016 - City Council

Special Order of the Day

16-0102 SPECIAL ORDER OF THE DAY - Schools Goin' Green Update

Public Hearings/General Business

15-0717 Consider Multi-family Residential Transportation Demand Management
Programs

16-0083 Appoint Applicants to Boards and Commissions

Thursday, May 26, 2016 - City Council

Public Hearings/General Business

16-0056 8:30 A.M. SPECIAL COUNCIL MEETING
Budget Workshop

Tuesday, June 14, 2016 - City Council

Special Order of the Day

16-0074 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

Public Hearings/General Business

16-0114 File #: 2015-7275
Location: 1111 Lockheed Martin Way (APNs: 110-01-036 and 110-01-038)
Proposed Project: Discussion and possible actions on:
SPECIAL DEVELOPMENT PERMIT to demolish existing buildings and construct five eight-story buildings, three four-story parking structures, and a two-story amenities building resulting in approximately 1.65 million square feet of office use.
Environmental Review: An Environmental Impact Report (EIR) has been prepared in compliance with California Environmental Quality Act provisions and City Guidelines.
Applicant / Owner: Jay Paul Company/ Lockheed Missiles and Space Co., Inc.

16-0135 Annual Public Hearing on FY 2016-17 Budget and Resource Allocation Plan and Establishment of Appropriations Limit

16-0136 Public Hearing - Annual Review of Proposed Fees and Charges for Fiscal Year 2016/17

Tuesday, June 28, 2016 - City Council

Public Hearings/General Business

14-0273 Optimization of Wolfe Road for Neighborhood and Commuters via Reconfiguration and Signalization (Study Issue)

16-0137 Adoption of the FY 2016/17 Budget, Fee Schedule, and Appropriations Limit

Tuesday, July 12, 2016 - City Council

Public Hearings/General Business

15-0603 Lawrence Station Area Plan and Final Environmental Impact Report

Tuesday, July 26, 2016 - City Council

Public Hearings/General Business

16-0058 Agenda items pending - to be scheduled

Tuesday, August 9, 2016 - City Council

Public Hearings/General Business

16-0061 Agenda items pending - to be scheduled

Tuesday, August 16, 2016 - City Council

Public Hearings/General Business

16-0062 TBD - meeting to be held only if necessary

Tuesday, August 23, 2016 - City Council

Study Session

16-0082 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as necessary)

Public Hearings/General Business

15-0588 Peery Park Specific Plan and Environmental Impact Report

Tuesday, September 13, 2016 - City Council

Public Hearings/General Business

15-0605 Land Use and Transportation Element and Environmental Impact Report

16-0084 Appoint Applicants to Boards and Commissions

Tuesday, September 20, 2016 - City Council

Public Hearings/General Business

16-0063 TBD - meeting to be held only if necessary

Tuesday, September 27, 2016 - City Council

Special Order of the Day

16-0085 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and
Commission Members

Public Hearings/General Business

16-0081 Agenda items pending - to be scheduled

Tuesday, October 4, 2016 - City Council

Public Hearings/General Business

16-0064 TBD - meeting to be held only if necessary

Tuesday, October 11, 2016 - City Council

Special Order of the Day

16-0100 SPECIAL ORDER OF THE DAY - 2016 Fire Safety Poster Contest Awards

Public Hearings/General Business

16-0066 Agenda items pending - to be scheduled

Tuesday, October 25, 2016 - City Council

Public Hearings/General Business

16-0067 Agenda items pending - to be scheduled

Tuesday, November 1, 2016 - City Council

Public Hearings/General Business

16-0068 Agenda items pending - to be scheduled

Tuesday, November 15, 2016 - City Council

Public Hearings/General Business

16-0069 Agenda items pending - to be scheduled

Tuesday, December 6, 2016 - City Council

Public Hearings/General Business

16-0070 Agenda items pending - to be scheduled

Tuesday, December 13, 2016 - City Council

Public Hearings/General Business

16-0071 Agenda items pending - to be scheduled

Tuesday, January 10, 2017 - City Council

Public Hearings/General Business

16-0072 Agenda items pending - to be scheduled

Tuesday, January 24, 2017 - City Council

Public Hearings/General Business

16-0073 Agenda items pending - to be scheduled

Thursday, January 26, 2017 - City Council

Public Hearings/General Business

16-0059 8:30 A.M. SPECIAL COUNCIL MEETING
Strategic Session-Prioritization & Policy Priorities Update

Friday, January 27, 2017 - City Council

Public Hearings/General Business

16-0076 8:30 A.M. SPECIAL COUNCIL MEETING
Strategic Session-Prioritization & Policy Priorities Update

Tuesday, January 31, 2017 - City Council

Public Hearings/General Business

16-0065 TBD - meeting to be held only if necessary

Friday, February 3, 2017 - City Council

Public Hearings/General Business

16-0057 8:30 A.M. SPECIAL COUNCIL MEETING
Study/Budget Issues Workshop

Tuesday, February 7, 2017 - City Council

Study Session

16-0087 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as necessary)

Tuesday, February 28, 2017 - City Council

Public Hearings/General Business

16-0086 Appoint Applicants to Boards and Commissions

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)

14-0429 Resolution Forming Homestead Road Underground Utility District - Public

Hearing



City of Sunnyvale

Agenda Item

16-0020

Agenda Date: 2/9/2016

Information/Action Items

2016 INFORMATION/ACTION ITEMS

COUNCIL DIRECTIONS TO STAFF

| No. | Date Assigned | Directive/Action Required | Dept | Due Date | Date Completed |
|------------|----------------------|---|-------------|-----------------|-----------------------|
| 1. | 8/18/15 | Look for potential matching funds for the Lawrence/Wildwood project and adjust TIF assumptions as needed | DPW | March 2016 | |
| 2. | 11/10/15 | Try to locate and make available to Council a copy of the 1983 North – South Transportation Study | DPW | | 1/21/16 |
| 3. | 12/1/15 | UUT Study Session follow up: return to Council with alternatives to modernize the UUT around telecommunications (without broadening to other utilities or increasing the rate), evaluate previous City Council UUT rate reduction (City Attorney), try and better understand modernization tax impacts to typical consumers, evaluate whether a low income exemption can be implemented with PG&E's standards if the City forms a CCE | FIN | April 2016 | |
| 4. | 12/1/15 | Work with the Mayor to draft a letter to the City of Mountain View requesting a change in the minimum wage annual adjustment calculations | OCM | | 1/14/16 |
| 5. | 12/15/15 | Calculate the amount of interest that would be payable on bonds using the example provided in the Civic Center presentation. Include in the next City Manager's Biweekly Report | OCM | | 1/21/16 |
| 6. | 1/5/16 | Prepare a Budget Issue paper to evaluate the cost to add a Safe Routes to School Coordinator position. Coordinate with Finance and HR | DPS | | 1/22/16 |

NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2016

| 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

16-0075

Agenda Date: 2/9/2016

Study Session Summary of January 14, 2016 - Council Strategic Session - Prioritization and Policy Priorities Update

Call to Order:

Mayor Hendricks called the meeting to order at 8:35 a.m.

City Councilmembers Present:

Mayor Glenn Hendricks
Vice Mayor Gustav Larsson
Councilmember David Whittum
Councilmember Jim Griffith
Councilmember Pat Meyering (arrived at 1:25 p.m.)
Councilmember Tara Martin-Milius
Councilmember Jim Davis

City Councilmembers Absent:

None.

Public Comment:

None.

Study Session Summary:

City Manager Deanna Santana provided opening comments and an overview of the strategic session.

Council received presentations on service delivery highlights, current conditions and trends, and areas of opportunity in the following operational focus and priority areas: Administrative Services; Library & Community Services and Public Facilities; Transportation, Streets, and Infrastructure; Public Safety; Community, Economic, and Workforce Development; Environment and Sustainability.

Mayor Hendricks recognized Interim Director of Library and Community Services Anne Cain for her service and presented a certificate of recognition.

Council recessed at 10:24 a.m.

Council reconvened at 10:46 a.m. with all Councilmembers present except Councilmember Meyering.

Council discussion included questions, comments, requests for additional information, and general direction relating to the policy topic areas and guiding principles summarized below (some comments were made by more than one Councilmember and are only listed once).

- Comments that interdepartmental coordination is important and an interest in finding a way to help the public understand what is going on in the City and the services available.
- Comments regarding the importance of Information Technology infrastructure.
- Interest in developing a list of unfunded projects.
- Questions and comments regarding the need to get ahead of Department of Public Safety hiring.
- Concerns regarding traffic, recycled water, and water usage.
- Request for a list of the City's mobile apps.
- Comments regarding the underlying theme that more staff resources are needed.
- Concerns regarding capturing institutional memory.
- Questions regarding the status of public art on utility boxes, the tree maintenance cycle, the status of the Mary Avenue bike lanes project, community messaging via Nixle, BMR percentage requirements and the scheduling of items on the Climate Action Plan.
- Comments regarding shortcomings and failures in transportation and traffic, Information Technology, and Library facilities.
- Request for information regarding the \$5 multiplier for the Columbia Neighborhood Center.
- Request for data regarding staff vacancies: quantity due to retirement, promotions or taking a similar job elsewhere.
- Comments regarding visibility and access to old Council meetings, reports and minutes.
- Comments regarding the menu of services for children available only through the City versus other entities.
- Question regarding the percentage of youth not being served by any services offered by the City.
- Comments regarding speed surveys and warrants for transportation and traffic.
- Request for an update on Tasers.
- Comments regarding the importance of timely building inspections.
- Comments regarding hotels and how we know when we have enough; consideration of design guidelines for potential changes in economic cycle.
- Comments regarding the upcoming update to the noise element and the new Transportation Demand Management requirements.
- Comments regarding potential offerings related to environmental services.
- Request for an update regarding wiring for electric vehicle chargers.
- Comments regarding board and commission members feeling that their expertise isn't being utilized; Council could have a policy that at least one study issue from each commission will be promoted.
- Interest in smart water meters.
- Comments regarding the important forward-looking role of the Sustainability Commission.
- Questions regarding the use of body cameras and retention of data.
- Interest in green streets, complete streets, moving forward on bicycle lanes throughout the City, and safe routes to school.
- Questions regarding specific recruitment challenges that are in and out of Council's control.
- Agreement in support of IT improvements, availability of online services, and an improved website to help the public better understand City services.
- Comments in support of adding apps but a need for app management.
- Comments regarding succession planning and a leadership program; we spend a lot of money on training but would like to know what it is for.
- Comments regarding the availability of voice mail for Public Safety Officers in the new VoIP phone system.
- Questions regarding the status of Airbnb in Sunnyvale and enforcement of hosts who may not be compliant.
- Questions regarding affordable housing.

- Questions regarding the Department of Public Safety mandatory overtime percentage and TDM annual reporting.
- Interest in the El Camino Real BRT pilot project and bike facilities.
- Questions regarding use of the new firing range.
- Request for more information about the new budget system.
- Comments regarding attention to sustainability in Purchasing.

Council recessed for lunch at 12:03 p.m.

Council reconvened at 1 p.m. with all Councilmembers present except Councilmember Meyering.

Councilmember Meyering arrived at 1:25 p.m.

Council received presentations regarding Council Policy priorities: Civic Center Modernization Project Update, Downtown Sunnyvale, The Ability of Infrastructure to Support Development and Traffic, and Open Space Acquisition and Future of Golf Courses.

Councilmember Whittum stated his residence is within 500 feet of the downtown and the Downtown Parking District, and stated he would be recused from the discussion but remained in the room during the report.

City Manager Santana provided comments in summary.

Council recessed at 2:22 p.m.

Council reconvened at 2:40 p.m.

Additional Council questions and discussion included:

- Support for development of the Charles Street property for affordable housing.
- Comments regarding Envision Silicon Valley.
- Comments regarding the Caltrain modernization and support for alternatives to alleviate traffic concerns along 101/237, Mathilda Avenue and Mary Avenue.
- Support for bicycle and pedestrian transit issues being addressed as a high priority.
- Support for hiring additional staff.

Mayor Hendricks stated the balance of the Council comments would be handled by topic.

Civic Center:

- Support for capital investments as a positive benefit to the General Fund, such as solar panels; we can show the community that by capital investment we're going to help with operating costs on an ongoing basis.
- Comments that we shouldn't just think of it as a Civic Center project, but what services are going to be helped by capital investment in the project, such as services to children and seniors.
- Comments that we need to show the community what was done with the Transient Occupancy Tax increase.
- Request for information regarding the City's current total indebtedness on certificates of participation.
- Comments that it would be more attractive if we had a proposition to add City-owned land for civic purposes for expanded City services; the cost of land compared to the cost of the project is small.
- Comments in support of constructively spending PEG funds; suggestions that they could be used to create a multi-purpose area, a better performing arts area.

- Support and interest in innovative processes coming to the Library.
- Comments in support of the process and seeing the results of the polling.
- Support for a Civic Center that has facilities that support the services the City needs.
- Comments in support of the need for adequate office space for staff who serve the community needs.
- Comments that the poll should include an express question as to whether or not they prefer to receive information about what renovations are needed and the dollar amount to directly address the renovation.
- Comments regarding the concept of new land, but the last two projects sacrificed open space and mature trees, and the projects are widely accepted as successful.
- Comments that it will be a challenge to get a 2/3 vote in November without an organization dedicated to supporting the campaign.
- Comments regarding LEED Gold and LEED Platinum; would like to get a sense of the cost savings in the long run; also don't ignore the issues of environment and health of people in green buildings.
- Comments that the next time we discuss the project, we start with the success criteria.
- Comments that NOVA is a big policy issue the City is going to need to deal with; having NOVA in Sunnyvale is a fantastic asset to the region.
- Comments that there will also be a lot of other bond issues on the same ballot in November, a consequence of shifting to even-year elections.
- Questions and discussion regarding the potential for NOVA transitioning to a leased site.
- Comments regarding the benefit to the community of having NOVA at the Civic Center.

Downtown

Vice Mayor Larsson stated his home is near the downtown but more than 500 feet; Larsson recused himself and left the room during discussion of the Sunnyvale Town Center. Larsson stated he left the room during the earlier discussion of the Town Center.

Councilmember Whittum left the room during discussion of Downtown Parking and returned at 3:19 p.m.

Sunnyvale Town Center

- Comments regarding how we manage space; comments in support of making the condominium rentals if they can be split to ownership.
- Comments regarding the need for a strategic plan for downtown parking and the potential need to look at metered parking.
- Inquiry and response regarding the suggestion that there was complexity with having ownership residential in a mixed use set up.
- Request for information regarding the number of other sites that have owned residential in a mixed use setup.
- Comments that the Town Center has been dragged on so long; would like to see transparency with the community to set expectations as to when they can expect to see activity.
- Comments that the project will be a huge burden on Office of the City Attorney staff; we need to take the Office of the City Attorney burden particularly seriously during the study issues process.
- Support for expeditiously moving forward with the Town Center project.
- Comments that we need to look at the ADDOPA and remember the end goal that maybe not everyone gets everything they want.
- Comments that the owned residential versus rental depends on the price point of the units.

- Comments that if we try to change the plan, there is an area of complexity and burden as changes trigger additional process and timeline.
- Comments regarding the importance of listening to the subject matter experts.

Vice Mayor Larsson returned to the room at 3:38 p.m.

Charles Street Properties

- Comments regarding the plan features documented in approximately 2003.
- Comments in support of high and low density senior housing; senior housing is a good idea and doesn't impact schools; interest in green buildings and accessibility in units.
- Comments that high density will be met with resistance by residents on Charles; traffic concerns.
- Support for affordable housing or senior housing; comments that it would be best if we can maintain ownership or find a balance for the best possible use.
- Comments regarding the site being competitive for low-income and affordable tax credits.
- Comments regarding the Downtown Specific Plan as it pertains to the properties.
- Comments regarding the outlier lot that is part of the aggregation and that the land should be cleared as quickly as possible.

Plaza del Sol

- Questions about Phase 2 of Plaza del Sol and comments in support of keeping the labyrinth and adding shade.
- Comments regarding expanding features of Plaza del Sol to make it attractive for use by the nearby neighborhood.

Transportation

- Questions regarding Envision Silicon Valley, the possibility of "no-go zones" in neighborhoods and bicycle and pedestrian access at the "monster interchange."
- Support for the Lawrence Expressway over/underpasses and opposition to widening highways.
- Support for grade separations for Caltrain and enhanced bike lanes.
- Request for an Information Only or CMWBR item regarding "the big ask."
- Questions about the City's traffic signal software.
- Questions regarding donation from Google for traffic staff including a potential need for a bicycle coordinator or someone who can focus more on bicycle projects, funded potentially through additional donations.
- Questions regarding the potential to use Envision funds for shuttle bus assets or operations; recommendation to push the envelope to draw more attention to it.
- Comments in opposition to alterations to Maude to remove a turn lane or to remove parking will not be productive; bike lanes should be thought of in the context of Arques.
- Comments regarding finding a balance regarding bicycle lanes; need versus neighborhood objections.
- Information was provided regarding El Camino Real Bus Rapid Transit Policy Advisory Committee activities.
- Comments in support of shuttle services for children and seniors.
- Comments regarding the importance of Council interactions with the public.
- Comments in support of Caltrain electrification.
- Questions regarding the plans for bike lanes on Maude.
- Comments regarding the impact of divided diamond on the monster interchange.

Open Space and Golf

- Questions regarding park fees for non-residential uses.
- Questions and comments regarding the status of the golf course operator.
- Comments that the degree of our planning doesn't match that of our predecessors; not for lack of opportunities, we just had no process for identifying future parks; just refurbishing parks is inadequate for the amount of growth we're experiencing and expect to experience.
- Comments that we are making some progress on planning for trails or recreational space.
- Comments that since 2009, 6.8 acres of newly developed parks have been added, 6.9 acres have been acquired and 3.87 acres have been sold.
- Comments that we should be acquiring more park space and open space, and acquisition of space should be part of our strategic plan.

Additional comments that the City's Information Technology is a fundamental component of what all departments need to move forward; support for whatever it takes to elevate the item.

Mayor Hendricks and City Manager Deanna Santana provided closing comments.

Adjournment:

Mayor Hendricks adjourned the meeting at 4:55 p.m.