



City of Sunnyvale

Notice and Agenda

City Council

Tuesday, March 29, 2016

5:00 PM

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

Special Meeting-Study Sessions-5 PM | Regular Meeting-7 PM

5 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

A [16-0232](#) Review of Water Rate Cost of Service Study Results

B [16-0052](#) Overview of Current State of Information Technology Program
and Projects

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

PRESENTATIONS

- 1 [16-0316](#) PRESENTATION - Presentation by the Sunnyvale Chamber of Commerce Regarding its Recent Survey on Transportation Priorities
- 2 [16-0155](#) PRESENTATION - PG&E Pipeline Safety Program

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 [16-0304](#) Approve City Council Meeting Minutes of February 9, 2016
(Continued from March 15, 2016)

Recommendation: Approve the City Council Meeting Minutes of February 9, 2016 as submitted.

- 1.B [16-0305](#) Approve City Council Meeting Minutes of February 23, 2016
(Continued from March 15, 2016)

Recommendation: Approve the City Council Meeting Minutes of February 23, 2016 as submitted.

- 1.C [16-0268](#) Approve City Council Meeting Minutes of March 15, 2016

Recommendation: Approve the City Council Meeting Minutes of March 15, 2016 as submitted.

- 1.D [16-0166](#) 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.E [16-0300](#) Approve Agreement with Abode Services Related to Tenant Based Rental Assistance (TBRA) Program (Continued from March 15, 2016)

Recommendation: Approve the Agreement with Abode Services, in substantially the same form as Attachment 1 to the report, to provide funding for the Sunnyvale TBRA Program in an amount not to exceed \$371,898, and authorize the City Manager to execute the Agreement.

- 1.F [16-0306](#) Third Amendment to Outside Counsel Agreement with Rankin Stock Heaberlin for Litigation Services (Continued from March 15, 2016)

Recommendation: Authorize the City Attorney to execute a Third Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Rankin Stock Heaberlin to increase the not-to-exceed amount by \$100,000, for a new not-to-exceed contract amount of \$250,000.

- 1.G [16-0307](#) Award of Contract for Americans with Disabilities Act (ADA) Access Evaluation and Transition Plan for City Facilities and Rights-of-way (F16-55) (Continued from March 15, 2016)

Recommendation: 1) Award a contract, in substantially the same form as Attachment 1 of the report and in the amount not to exceed \$269,415 to Sally Swanson Architects, Inc. and 2) approve a 10% contract contingency in the amount of \$26,942.

1.H [16-0308](#)

Award of Bid No. PW16-06 for Orchard Gardens Park Restrooms Renovation and Finding of CEQA Categorical Exemption (Continued from March 15, 2016)

Recommendation: 1) Make a finding of CEQA categorical exemption pursuant to CEQA Guideline Section 15301 for alterations to existing facilities involving negligible or no expansion of use beyond that presently existing; 2) award a contract in substantially the same form as Attachment 2 to the report and in the amount of \$120,365 to Integra Construction Services Inc.; and 3) approve a 15% construction contingency in the amount of \$18,055.

1.I [16-0309](#)

Adopt Ordinance No. 3074-16 Amending Certain Sections in Chapters 18.04 (General Provisions) and 18.20 (Maps) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code (Continued from March 15, 2016)

Recommendation: Adopt Ordinance No. 3074-16.

1.J [16-0277](#)

Appoint Dr. Judy Miner to the NOVA Workforce Board

Recommendation: Appoint Dr. Judy Miner to the NOVA Workforce Board.

1.K [16-0281](#)

Approve Recommendation from the Community Event Grant Distribution Subcommittee to Initiate the 2016 Grant Procedure and Process

Recommendation: The Community Event Grant Distribution Subcommittee recommends that the Council approve the grant procedure and process, including eligibility evaluation criteria, application and time line, as outlined in the Memorandum to the Community Events Grant Distribution Subcommittee dated February 9, 2016 (Attachment 2 to this report) to initiate the 2016 Grant Procedure and Process. The Subcommittee will present their final grant distribution recommendations to the City Council during the June 28, 2016 City Council meeting, following the adoption of the Fiscal Year 2016/17 Budget.

- 1.L [16-0214](#) Approve Modification to Contract for Youth Workforce Development Services

Recommendation: Approve the modification of the Agreement with JobTrain for youth workforce development services, as presented in Attachment 1 of the staff report, and authorize the City Manager to Execute the Agreement increasing the not-to-exceed amount by \$50,000 for a new not-to-exceed amount of \$400,000 for services through June 30, 2016.

- 1.M [16-0254](#) Award of a Contract for Design Services to Upgrade the SMaRT Station Stormwater Management System in Conjunction with the San Francisco Baykeeper Settlement (F16-71)

Recommendation: 1) Award a contract, in substantially the same form as Attachment 1 of this report and in an amount not to exceed \$149,563 to Geosyntec Consultants; and 2) approve a 10% design contingency in the amount of \$14,956.

- 1.N [16-0145](#) Adopt a Resolution Approving City Applications for CalRecycle Funding and Related Authorizations

Recommendation: Adopt the Resolution for Submittal of Applications for CalRecycle Payment Programs and Related Authorizations for which City of Sunnyvale is Eligible.

- 1.O [16-0167](#) Approve the Downtown Sunnyvale Business Improvement District Report for Fiscal Year 2015/16 and Adopt the Resolution of Intention to Reauthorize the Downtown Sunnyvale Business Improvement District for Fiscal Year 2016/17

Recommendation: Approve the submitted FY 2015/16 BID Annual Report and Adopt the Resolution of Intention, and schedule a public hearing for April 19, 2016 to reauthorize the Business Improvement District for FY 2016/17.

- 1.P [16-0176](#) Approve Final Map (Tract No.10316) - 7 Townhomes at 1050-1060 Helen Avenue by Casa Camino, LLC, a California Limited Liability Company

Recommendation: Approve the final map for Tract No. 10316; authorize the Mayor to sign Subdivision Agreement SD-15-03 upon submittal of other documents deemed necessary by the Director of Public Works; and direct the City Clerk to sign the City Clerk's Statement and forward the final map for recordation.

- 1.Q [16-0246](#) Annual Review and Approval of City's Code of Ethics and Conduct for Elected and Appointed Officials

Recommendation: Review and approve the 2016 Code of Ethics and Conduct for Elected and Appointed Officials with no changes from the 2015 Code as set forth in Attachment 1 of the report.

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 [16-0311](#) RECOMMEND CONTINUANCE TO APRIL 12, 2016
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 Study Issue to Evaluate the Timing of Park Dedication In-lieu Fee Calculation and Payment (2015-7151) (Continued from March 15, 2016)

Recommendation: Continue the item to April 12, 2016.

- 3 [16-0302](#) Consider First Community Housing Proposal for \$6 Million in Housing Mitigation Funds for Redevelopment of Orchard Gardens Apartments at 245 W. Weddell Drive, Resulting in an 87-Unit Affordable Housing Project (Continued from March 15, 2016.)

Recommendation: Alternative 1: Award a two-year conditional commitment of HMF in the amount of \$6 million to FCH for redevelopment of Orchard Gardens Apartments at 245 W. Weddell Drive in Sunnyvale, generally consistent with the terms described in Attachment 5 to the report, and direct staff to include the funds committed to this project in the FY 2016-17 Projects Budget.

- 4 [16-0190](#) File #: 2015-7960
Location: 882 W. McKinley Ave. (APN: 165-46-057)
Zoning: R-1.7/PD (Low Medium Density Residential / Planned Development) Zoning District
Proposed Project:
SPECIAL DEVELOPMENT PERMIT: Appeal of a Planning Commission decision by the property owner for a first floor addition of 280 square feet to the rear of the existing two-story, single-family home resulting in a building size of 2,425 square feet including a 415 square foot garage and a floor area ratio (FAR) of 60.35 percent.
Applicant / Owner: Rong Chang USA Corporation (applicant) / King and Lynn Wu (owner)
Environmental Review: Categorical Exemption pursuant to California Environmental Quality Act Section 15301 (minor alterations and additions to existing structure)

Recommendation: Alternative 1: Grant the appeal and approve the Special Development Permit with Reasonable Accommodation subject to the Conditions of Approval in Attachment 4 to the report and in accordance with the Findings in Attachment 3 to the report.

- 5 [16-0299](#) Approve the 2015 Annual Progress Report on Implementation of the General Plan Housing Element (Continued from March 15, 2016)

Recommendation: Alternative 1: Approve the Annual Progress Report on implementation of the Housing Element.

- 6 [16-0154](#) Hold Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Adopt Resolution Related to Proposed Issuance of Tax Exempt Revenue Bonds for Preservation of “Life’s Garden” Affordable Senior Apartments at 450 Old San Francisco Road in Sunnyvale

Recommendation: Alternatives 1 and 2: 1) Conduct a public hearing pursuant to the Tax and Equity Fiscal Responsibility Act and the Internal Revenue Code of 1986, as amended; and 2) Adopt a Resolution approving the issuance of up to \$45,000,000 in tax-exempt revenue bonds by the California Municipal Finance Authority for the Life's Garden Senior Housing Project and authorizing the City Manager or her designee to execute the CMFA Joint Exercise of Powers Agreement (Attachment 2 in the report) on the City's behalf.

- 7 [16-0313](#) Discussion and Possible Council Action Relating to Sunnyvale’s Rotational Schedule on the Santa Clara Valley Transportation Authority Board of Directors

Recommendation: Staff makes no recommendation.

- 8 [16-0310](#) Review the Existing Friendly Exchange Relations Agreement with the City of Dubna, Moscow Region, Russian Federation for Potential Renewal (Continued from March 15, 2016)

Recommendation: Staff makes no recommendation.

- 9 [16-0314](#) Approve the Extension of the Closing Deadline Agreement for the Purchase and Sales Agreement for Raynor Activity Center Located at 1500 Partridge Avenue and Amend the Joint Use Agreement for Raynor Park with Stratford School to Reflect Use Permit Conditions Approved by City Council

Recommendation: Alternatives 1, 2 and 3: 1) Find that the proposed extension of the closing deadline in the Purchase and Sale Agreement and amendments to the Joint Use Agreement will not create significant new environmental effects or increase the severity of previously identified significant effects associated with the project that would require additional environmental review under CEQA; 2) Authorize the City Manager to execute the revised Joint Use Agreement for Raynor Park with Stratford School (Attachment 1 of the report); and 3) Authorize the City Manager to execute the Extension of Closing Deadline Agreement for the Purchase and Sales Agreement for Raynor Activity Center Located at 1500 Partridge Avenue (Attachment 2 of the report).

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

- [16-0273](#) Tentative Council Meeting Agenda Calendar
- [16-0147](#) Information/Action Items
- [16-0333](#) Formation of Sunnyvale Brand Subcommittee (Information Only)
- [16-0280](#) Board/Commission Meeting Minutes

ADJOURNMENT

NOTICE TO THE PUBLIC

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

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

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

Planning a presentation for a City Council meeting?

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

Planning to provide materials to Council?

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

Upcoming Meetings

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

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

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



City of Sunnyvale

Agenda Item

16-0232

Agenda Date: 3/29/2016

Review of Water Rate Cost of Service Study Results



City of Sunnyvale

Agenda Item

16-0052

Agenda Date: 3/29/2016

Overview of Current State of Information Technology Program and Projects



City of Sunnyvale

Agenda Item

16-0316

Agenda Date: 3/29/2016

PRESENTATION - Presentation by the Sunnyvale Chamber of Commerce Regarding its Recent Survey on Transportation Priorities



City of Sunnyvale

Agenda Item

16-0155

Agenda Date: 3/29/2016

PRESENTATION - PG&E Pipeline Safety Program



City of Sunnyvale

Agenda Item

16-0304

Agenda Date: 3/29/2016

SUBJECT

Approve City Council Meeting Minutes of February 9, 2016 (Continued from March 15, 2016)

RECOMMENDATION

Approve the City Council Meeting Minutes of February 9, 2016 as submitted.



City of Sunnyvale

Meeting Minutes - Draft 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

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Hendricks called the meeting to order in Council Chambers.

SALUTE TO THE FLAG

Mayor Hendricks led the salute to the flag.

ROLL CALL

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

PRESENTATION

[15-1084](#) PRESENTATION - Midpeninsula Regional Open Space
District Presentation on Measure AA Projects

Jed Cyr, Board member, Midpeninsula Regional Open Space District, presented information regarding the district's Measure AA projects.

CLOSED SESSION REPORT

Vice Mayor Larsson reported Council met in Closed Session pursuant to California Government Code Section 54957.6: Conference with Labor Negotiators; nothing to report.

ORAL COMMUNICATIONS

Mayor Hendricks announced February is Black History Month.

Mayor Hendricks requested awareness for car, bicycle, and pedestrian safety, especially during before and after school hours.

Councilmember Martin-Milius announced Project WeHOPE's Dignity on Wheels mobile laundry and shower trailer, and other services for the homeless.

Councilmember Martin-Milius announced the IGreen Sunnyvale app challenge to "save a watt" and introduced the first winner, Tim Oey.

Stan Hendryx provided information regarding an initiative measure in Cupertino that would impact housing and traffic in Sunnyvale, and urged the City to advocate for the defeat of the measure. Hendryx also requested Council advocate for potential changes to CEQA guidelines to the Governor's office.

Martin Landzaat requested support for putting the heritage oak tree and the house on Butcher's Corner on the heritage resource inventory and provided a PowerPoint presentation.

Tim Oey expressed appreciation to Council for recognition for the IGreen Sunnyvale Challenge and spoke in support of improving fish passages on Stevens Creek.

Kevin Bock, Principal of Summit Denali, provided information regarding the school and requested Council allow the school to stay at its current location for three years.

Michael Goldman spoke regarding the cost of retrofitting public buildings versus new construction, and provided a PowerPoint presentation.

Yang Chung spoke in support of Summit Denali School.

CONSENT CALENDAR

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

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

The motion carried by the following vote:

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

No: 0

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

Based on Council action after Item 5, this item was continued to the February 23, 2016 Council meeting.

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

Based on Council action after Item 5, this item was continued to the February 23, 2016 Council meeting.

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

Based on Council action after Item 5, this item was continued to the February 23, 2016 Council meeting.

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

Councilmember Griffith stated he would recuse himself on Items 1.D and 1.H due to the nature of his employer, and left the room.

Public Hearing opened at 3:19 a.m.

No speakers.

Public Hearing closed at 3:19 a.m.

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

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

Recused: 1 - Councilmember Griffith

Following action on Item 1.D, Council considered Item 1.H.

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

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

Public Hearing opened at 9:50 p.m.

No speakers.

Public Hearing closed at 9:50 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Martin-Milius seconded the motion to approve 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.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

Following action on Item 1.F, Council considered Item 4.

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

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

Councilmember Griffith was recused from Item 1.H as stated for Item 1.D due to the nature of his employer, and was out of the room during this item.

Public Hearing opened at 3:21 a.m.

No speakers.

Public Hearing closed at 3:21 a.m.

MOTION: Councilmember Whittum moved and Councilmember Davis seconded the motion to 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.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

Recused: 1 - Councilmember Griffith

Following action on Item 1.H, Councilmember Griffith returned to the dais.

PUBLIC HEARINGS/GENERAL BUSINESS

- 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)

Neighborhood Preservation Manager Christy Gunvalsen and Consultant Leslie Zellers, Public Health & Public Policy Attorney, provided the staff report. City Attorney John Nagel provided additional information.

Public Hearing opened at 8:13 p.m.

Carol Baker, Co-Chair, Tobacco Free Coalition of Santa Clara County and an Ambassador for the American Cancer Society Cancer Action Network, spoke in support of a prohibition on smoking in all outdoor dining and multi-unit housing and asked that protections be added for ATM and ticket lines, and that smoking be prohibited at all public events.

Allison Chan, on behalf of Save the Bay, spoke in support of amendments to include additional outdoor spaces including smoke-free commercial areas, bus stops and other service lines, public events and public spaces. Chan spoke

regarding the impacts of cigarette butt litter.

Tim Oey spoke in support of increasing smoke free areas in Sunnyvale.

Hewitt Joyner, Breathe California, spoke in support of making units 100% smoke free and offered free educational materials and signage.

Patricia Brown spoke in support of the smoking ordinance.

Kevin Jackson spoke in support of the smoking ordinance.

Richard Kolber spoke in support of the ordinance amendments to prohibit smoking in multi-unit residences.

Russell Schaadt expressed concerns regarding the responsibility of enforcement of the ordinance and asked Council to consider the fair market impacts to apartment owners.

Dan Hafeman spoke in support of the ordinance and recommended that if the housing portion cannot be agreed upon, don't disregard the outdoor prohibition. Hafeman spoke in support of Murphy Avenue being smoke free.

Selene Rojas spoke in support of the ordinance and requested it include marijuana smoke.

Cyrus Fakhari provided information regarding an electronic vapor box that limits smoke and suggested an ordinance amendment to require a deposit on cigarette butts, and recommended better signage in parks.

Public Hearing closed at 8:41 p.m.

MOTION: Councilmember Griffith moved and Mayor Hendricks seconded the motion to approve 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 added language excluding medical marijuana.

AMENDMENT: Councilmember Whittum moved to amend the motion and Councilmember Meyering seconded to remove the language regarding medical marijuana and add Alternative 1.e. to prohibit smoking in all multi-family housing units.

The motion to amend carried by the following vote:

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

No: 3 - Mayor Hendricks
Councilmember Griffith
Councilmember Davis

AMENDMENT: Councilmember Griffith moved to amend the motion and Councilmember Davis seconded to amend Alternative 1.e. to be limited to multi-family housing units that share common access ways such as corridors, ventilation units or other similar common facilities.
Councilmember Griffith withdrew the motion to amend.

AMENDMENT: Councilmember Griffith moved to amend the motion and Councilmember Whittum seconded the motion to include in the prohibitions: "within 25 feet of a public transit stop."

The motion to amend carried by the following vote:

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

No: 1 - Councilmember Martin-Milius

Councilmember Martin-Milius stated her support for a prohibition within 25 feet of a public transit stop.

FRIENDLY AMENDMENT: Councilmember Martin-Milius offered a friendly amendment to include public events such as farmers markets, service areas such as ATMs, or anywhere people are gathering, and support designated smoking areas if they meet the criteria.

Councilmember Martin-Milius withdrew the friendly amendment.

City Clerk Kathleen Franco Simmons read the ordinance title.

The main motion as amended carried by the following vote:

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

No: 1 - Councilmember Griffith

MOTION: Councilmember Martin-Milius moved to include a prohibition on smoking at public events such as the Farmers Market, the Wednesday night music on Murphy Avenue, public gatherings where children are present and all service areas as listed in the report and commercial areas with high density of businesses, and to support designated smoking areas if they meet the criteria.

MOTION AMENDED BY MAKER: Councilmember Martin-Milius amended the motion to include a prohibition on smoking at service areas as listed in the report and to support designated smoking areas if they meet the criteria.
The motion died due to lack of a second.

MOTION: Councilmember Whittum moved and Councilmember Martin-Milius seconded the motion to direct staff to come back with additional information should Council wish to consider additional restrictions at areas such as previously mentioned: ATMs, Farmers Markets and public events.

The motion carried by the following vote:

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

No: 1 - Councilmember Davis

Council recessed at 9:35 p.m.

Council reconvened at 9:45 p.m. with all Councilmembers present.

Following the recess, Council considered Item 1.F.

- 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)

Assistant City Manager Kent Steffens provided the staff report. Consultant Jana Sokale provided additional information.

Public Hearing opened at 11:15 p.m.

James Lee, resident of South Bernardo, stated the plan for a bike trail on Bernardo would be very disruptive, add several travel miles per day for residents, and impact safety.

Cyndi Iwala stated making Bernardo one-way will cause her to drive an additional 10 blocks per day when exiting Highway 85 and cause a decline in property values. Iwala encouraged Council to investigate alternate avenues with less residential impact.

Ben Davison stated he moved to the area to reduce vehicle use and commute by bicycle, and encouraged support for bicycle paths.

Kurt Wampler, resident on Bernardo between Fremont and Homestead, stated Bernardo is an important access route for residents, public safety and service vehicles and stated there is no creek side experience on this section of Bernardo and it would lower property values. Wampler stated input from the residents is missing from the staff recommendation.

Alan Ross, member of the Friends of Stevens Creek Trail, spoke in support of the Bicycle and Pedestrian Advisory Commission recommendations with the modification to consider the planning of the two segments in parallel rather than time sequenced.

Tim Oey, member of the Citizens Working Group, spoke in support of the staff recommendation and accelerating the study and planning of the Bernardo segment to be in parallel with the segment north of Fremont.

Robert Sloan spoke in support of completing the trail, encouraged Council to work

with Los Altos to purchase the land behind the medical center at Fremont and Highway 85 and to complete the trail between Mountain View and Cupertino.

Chris Somers stated he has lived on Bernardo since 1958 and suggested Bedford Avenue as an alternative.

Chuck Fry spoke in support of doing segment 1 as soon as possible and provided comments regarding segments 2 and 3.

Sasha Zbrodzck spoke in support of completion of the trail and in opposition to scaling down the trails.

Nikhil Sharma spoke in support of segment 1 and an off-street trail for segment 2 especially for families with young children.

Steve Garrity spoke in support of the trail, segment 1, and recommended doing the segment 2 study now.

Ramesh Ramaiyer, resident of Bernardo, spoke in opposition to turning Bernardo into a one-way street.

Mark Hlady, Parent Coordinator, County Safe Routes to School Program, spoke in support of the staff recommendation plan for the safety of children travelling to school.

Ben Stetson, resident on Belleville, spoke in support of segment 1, but in opposition to the idea for Bernardo, stating that many will be disrupted for the benefit of a few, and recommended waiting on segment 2.

Gary Bailey spoke regarding the importance of consideration for the fire protection plan in the location of the trail.

Kathleen Cordova spoke in opposition to routing the trail on residential streets and provided a PowerPoint presentation.

Ed Bloom, representing Homestead Villa in Cupertino, spoke in favor of a route that has the least negative impact on residents, and presented photos.

Vivian Euzent, resident on Dominion Avenue, read an excerpt of a letter to the Joint Cities Working Team and encouraged a plan that meets Google's bike vision requirements as an alternative to the Bernardo Avenue recommendation.

Bruce Euzent provided a summary of community input on the Stevens Creek Trail and a PowerPoint presentation and spoke in support of using the Mary Avenue infrastructure.

William Carpenter spoke in opposition to further disrupting Bernardo and spoke regarding the letter shown earlier from the Cupertino Union School District.

Tom LaPierre, Citizens for Responsible Trails, spoke in support of using the existing bicycle structure and minimizing the impact on the neighborhoods, and presented slides.

Kevin Jackson Bicycle and Pedestrian Advisory Commission member speaking on behalf of a majority of the commission, spoke in support of the preferred alignment recommended by the Joint Cities Working Team.

Mike Serrone spoke in support of the staff recommendation and in support of segment 1.

Garth Williams, member of the Board of Directors of the Friends of Stevens Creek Trail but speaking as a Sunnyvale resident, spoke in support of segment 1 and recommended studying segment 2 as soon as possible.

Anne Ng, resident of Cupertino and member of the Board of Directors of the Friends of Stevens Creek Trail and of the Cupertino Citizens Working Group, spoke in support of the Bernardo option, segment 1 and a traffic study.

Dave Jones, Chair of the Bicycle and Pedestrian Advisory Commission, expressed the unanimous support of the commission for the staff recommendations including a study of the Bernardo section now, and recommended studying segment 2 right away.

Steve Elich, Citizens for Responsible Trails, spoke in opposition to the Bernardo route.

Craig Hofstetter, resident of Cupertino, spoke in opposition to the Bernardo route.

Praveen Swadi, resident on Bernardo, spoke in opposition to the Bernardo route.

Elisabeth Eschelbeck spoke in opposition to the Bernardo route and urged smart trail alignment.

John Cordes, Vice Chair of the Bicycle and Pedestrian Advisory Commission speaking for himself, spoke in support of not delaying a traffic study for segment 2.

Kendrick Uemura spoke in opposition to disrupting the residents on Bernardo.

Hugh Harris, resident on Bernardo, spoke in support of constructing the trail, but expressed concerns regarding the Bernardo option.

David Ishimaru, resident of Bernardo, spoke in opposition to the Bernardo route.

Robert Kenney spoke in opposition to the Bernardo plan and recommended sticking with the plan of 20 years ago.

Cyrus Fakhari spoke regarding the cost of oil and the need to build more bike trails.

Nancy Smith spoke in support of the concept of one way streets near schools and in support of a traffic study on Bernardo.

Public Hearing closed at 12:54 a.m.

MOTION: Councilmember Griffith moved and Vice Mayor Larsson seconded the motion to approve Alternative 1 (modified), 2(a) (modified), 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; with the inclusion of a fire study;

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), with the explicit requirement that prior to initiating 2(a) it must be brought back to Council for approval at a public hearing prior to moving forward;

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.

FRIENDLY AMENDMENT: Mayor Hendricks offered a friendly amendment relating to Alternative 2(a) to specify on Bernardo a three-dimensional route to move a potential connector of Homestead to Fremont as an elevated connector. Councilmember Griffith declined to accept the friendly amendment.

FRIENDLY AMENDMENT: Mayor Hendricks offered a friendly amendment to break it into two separate motions, separating out 2(a). Councilmember Griffith accepted the friendly amendment.

REVISED MOTION: Councilmember Griffith revised the motion and Vice Mayor Larsson seconded the revised motion to approve Alternatives 1 (modified), 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; with the inclusion of a fire study;
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.

The motion as revised carried by the following vote:

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

No: 0

MOTION: Councilmember Griffith moved and Vice Mayor Larsson seconded the motion to approve a new "Alternative 6" to find that the feasibility study report is exempt from CEQA under CEQA Guidelines Sections 15262 and 15306 (Feasibility and Planning Studies and Information Collection); and Alternative 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; and

Upon completion of the environmental review and securing funding for potential construction of Study Segment 1 and upon approval by the City Council including a public hearing, initiate everything else that's in 2(a) or other action that's decided by the City Council at that time.

AMENDMENT: Councilmember Whittum moved to amend the motion and Councilmember Meyering seconded to remove consideration of the one-way configuration on Bernardo.

FRIENDLY AMENDMENT TO THE AMENDMENT: Mayor Hendricks offered a friendly amendment to also remove consideration of removal of on-street parking. Councilmember Whittum accepted the friendly amendment.

The motion to amend carried by the following vote:

Yes: 4 - Mayor Hendricks
Councilmember Whittum
Councilmember Meyering
Councilmember Davis

No: 3 - Vice Mayor Larsson
Councilmember Griffith
Councilmember Martin-Milius

AMENDMENT: Councilmember Meyering moved to amend the motion and Councilmember Whittum seconded to include a requirement that there be a parallel and companion comprehensive traffic and parking study for a separated bicycle/pedestrian lane on Mary Avenue from Fremont Avenue to Homestead Road.

The motion to amend failed by the following vote:

Yes: 2 - Councilmember Whittum
Councilmember Meyering

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

The main motion as amended failed by the following vote:

Yes: 3 - Mayor Hendricks
Councilmember Whittum
Councilmember Davis

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

MOTION: Councilmember Griffith moved and Vice Mayor Larsson seconded the motion to find that the feasibility study report is exempt from CEQA under CEQA Guidelines Sections 15262 and 15306 (Feasibility and Planning Studies and Information Collection).

The motion carried by the following vote:

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

No: 0

MOTION: Councilmember Griffith moved and Vice Mayor Larsson seconded to approve Alternative 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; and Upon completion of the environmental review and securing funding for potential construction of Study Segment 1 and upon approval by the City Council including a public hearing, initiate everything else that's in 2(a) or other action that's decided by the City Council at that time.

AMENDMENT: Councilmember Whittum moved to amend the motion and Councilmember Meyering seconded to remove consideration of a one-way configuration for Bernardo.

The motion to amend failed by the following vote:

Yes: 3 - Councilmember Whittum
Councilmember Meyering
Councilmember Davis

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

The main motion carried by the following vote:

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

No: 3 - Councilmember Whittum
Councilmember Meyering
Councilmember Davis

MOTION: Councilmember Griffith moved and Councilmember Martin-Milius seconded the motion to continue with the remaining items on the agenda.

The motion carried by the following vote:

Yes: 4 - Mayor Hendricks
Councilmember Griffith
Councilmember Martin-Milius
Councilmember Davis

No: 3 - Vice Mayor Larsson
Councilmember Whittum
Councilmember Meyering

Council recessed at 2:14 a.m.

Council reconvened at 2:21 a.m. with all Councilmembers present.

Following the recess, Council considered Item 5.

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)

Management Analyst Elaine Ketell provided the staff report.

Public Hearing opened at 10 p.m.

No speakers.

Public Hearing closed at 10 p.m.

MOTION: Councilmember Davis moved and Councilmember Griffith seconded the motion to approve 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).

City Clerk Kathleen Franco Simmons read the ordinance title.

The motion carried by the following vote:

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

No: 0

Following action on Item 4, Council considered Item 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

City Manager Deanna Santana and Director of Public Works Manuel Pineda provided the staff report.

Public Hearing opened at 2:40 a.m.

Carl Guardino, CEO, Silicon Valley Leadership Group, provided information on the funding categories and dollar amounts.

Public Hearing closed at 2:44 a.m.

MOTION: Councilmember Davis moved and Councilmember Whittum seconded the motion to approve Alternative 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.

AMENDMENT: Councilmember Griffith moved to amend the motion to support the categories listed in the proposal but not necessarily the specific allocations being proposed; removing the numbers and percentages.
Councilmember Davis accepted the amendment as a friendly amendment.

AMENDMENT: Councilmember Whittum moved to amend the motion and Councilmember Meyering seconded that the motion be revised back to Alternative

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.

The motion to amend failed by the following vote:

Yes: 2 - Councilmember Whittum
Councilmember Meyering

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

FRIENDLY AMENDMENT: Councilmember Martin-Milius offered a friendly amendment to add the category of low wage earner/social justice issues. Councilmember Davis accepted the friendly amendment.

The main motion as amended by friendly amendment carried by the following vote:

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

No: 0

At 3:15 a.m., Vice Mayor Larsson offered a point of information and referred to Council Policy 7.3.19-Council Meetings which states a supermajority vote is required to start a new item after 12:30 a.m. and no new items or other Council business will be introduced after 1:30 a.m.

MOTION: Councilmember Whittum moved to continue on, subject to the City Attorney's advice.

The motion died due to lack of a second.

MOTION: Councilmember Griffith moved and Councilmember Davis seconded the motion to waive Council Policy in order to hear Items 7, 1.D, and 1.H and bring the balance of the outstanding items at the next meeting, and the waiver applies to all votes taken after 12:30 a.m.

The motion carried by the following vote:

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

Following this action, Council considered Item 7.

- 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)

Based on Council action after Item 5, this item was continued to the February 23, 2016 Council meeting.

- 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

Director of Community Development Trudi Ryan provided the staff report. City Manager Santana provided additional information.

Public Hearing opened at 3:16 a.m.

No speakers.

Public Hearing closed at 3:16 a.m.

MOTION: Councilmember Whittum moved and Councilmember Griffith seconded the motion to approve 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.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

Following action on Item 7, Council considered Consent Calendar Item 1.D.

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

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Martin-Milius requested fish passages for Stevens Creek for steelhead be added to an upcoming agenda for discussion.

-City Manager

None.

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

Mayor Hendricks adjourned the meeting at 3:22 a.m.



City of Sunnyvale

Agenda Item

16-0305

Agenda Date: 3/29/2016

SUBJECT

Approve City Council Meeting Minutes of February 23, 2016 (Continued from March 15, 2016)

RECOMMENDATION

Approve the City Council Meeting Minutes of February 23, 2016 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, February 23, 2016

5:30 PM

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

**Special Meeting-Joint Closed Session with City Council and Successor Agency to the
Redevelopment Agency-5:30 PM | Study Session-6 PM | Regular Meeting-7 PM**

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Hendricks called the meeting to order in Council Chambers.

SALUTE TO THE FLAG

Mayor Hendricks led the salute to the flag.

ROLL CALL

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

CLOSED SESSION REPORT

Vice Mayor Larsson reported the Council and Successor Agency to the Redevelopment Agency met in joint 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); nothing to report.

SPECIAL ORDER OF THE DAY

[16-0198](#) SPECIAL ORDER OF THE DAY - Arbor Day Celebration and Proclamation

Mayor Hendricks presented a proclamation to Leonard Dunn, Street Tree Services Program Manager, in honor of Arbor Day.

ORAL COMMUNICATIONS

Vice Mayor Larsson announced the upcoming 4th annual Cesar Chavez Youth Action Day.

Councilmember Martin-Milius announced the availability of the Joint Ventures Silicon Valley Index, and announced the Energize Sunnyvale app and upcoming events.

Mayor Hendricks announced Oral Communications is an opportunity for members of the public to address Council on items not listed on the agenda and is limited to 15 minutes, but that at his discretion, he may allow more than 15 minutes continued after the public hearings/general business section. Mayor Hendricks stated he will allow more than 15 minutes at this time, but will not allow it in the future.

Carl Gaurdino, CEO, Silicon Valley Leadership Group and Executive Director of the Silicon Valley Leadership Group Foundation, spoke regarding the “salad bars for schools” initiative and an upcoming 5K walk and run fundraiser.

Michael Goldman spoke regarding library sizes and circulation, and presented a PowerPoint presentation.

Grace Kim and Helen Rhee announced a Homestead High School community service project, Project Initiate, to promote healthy lifestyles in the community and upcoming events.

Geoff Pilling spoke in support of Summit Denali school.

Tasmin Taylor spoke in support of Summit Denali school.

Stan Hendryx reported on the joint ABAG and MTC workshop he recently attended and spoke regarding the need for building more affordable housing.

Steven Johnson spoke in support of Summit Denali school.

Lance Newman spoke in support of Summit Denali school.

Roza Leyderman spoke in support of Summit Denali school.

Kevin Bock, Principal at Summit Denali school, spoke in support of the school and asked for support as they look for a new location.

David Hu spoke in support of Summit Denali school.

Stephanie Freeman spoke in support of Summit Denali school.

Chrystal Aulson spoke in support of Summit Denali school.

Angela McIntyre spoke in support of Summit Denali school and asked for support for keeping the lease at the current location.

Laura McCabe, Chief of Staff for Supervisor Dave Cortese, announced the upcoming State of the County Address.

CONSENT CALENDAR

Mayor Hendricks stated the Office of the City Attorney provided a memorandum to Council regarding Item 1.M, and stated a member of the public requested to speak on Item 1.M.

Councilmember Meyering pulled Items 1.A through 1.D, 1.G through 1.J, and 1L.

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

The motion carried by the following vote:

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

No: 0

1.A [16-0211](#) Approve City Council Meeting Minutes of January 5, 2016
(Continued from February 9, 2016)

Public Hearing opened at 10:57 p.m.

No speakers.

Public Hearing closed at 10:57 p.m.

MOTION: Councilmember Davis moved and Vice Mayor Larsson seconded the motion to approve the City Council Meeting Minutes of January 5, 2016 as submitted.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.B [16-0212](#) Approve City Council Meeting Minutes of January 12, 2016
(Continued from February 9, 2016)

Public Hearing opened at 10:57 p.m.

No speakers.

Public Hearing closed at 10:57 p.m.

MOTION: Councilmember Davis moved and Vice Mayor Larsson seconded the motion to approve the City Council Meeting Minutes of January 12, 2016 as submitted.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.C [16-0031](#) Approve City Council Special Meeting Minutes of January 29,
2016

Public Hearing opened at 10:57 p.m.

No speakers.

Public Hearing closed at 10:57 p.m.

MOTION: Councilmember Davis moved and Vice Mayor Larsson seconded the motion to approve the City Council Special Meeting Minutes of January 29, 2016 as submitted.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.D [16-0216](#) Approve the List(s) of Claims and Bills Approved for Payment
by the City Manager

Public Hearing opened at 10:59 p.m.

No speakers.

Public Hearing closed at 10:59 p.m.

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 Griffith
Councilmember Martin-Milius
Councilmember Whittum
Councilmember Davis

No: 1 - Councilmember Meyering

1.E [15-1093](#) Continuation of Supplemental Law Enforcement Services
(SLES) Funds and Approval of Budget Modification No. 23

Approve Budget Modification No. 23 to appropriate \$36,488 in Supplemental Law Enforcement Services (SLES) funding and approve the full amount of available SLES funds to support one Public Safety Lieutenant position.

1.F [16-0129](#) Authorization to Amend an Existing Temporary Personnel
Services Agreement to Provide Professional Code
Enforcement Services for Neighborhood Preservation
(F16-86)

Authorize a Fourth Amendment to an existing temporary personnel services agreement with CSG Consultants Inc., in substantially the same form as Attachment 1, increasing the not to exceed value from \$100,000 to \$148,000 in

order to provide professional code enforcement services.

1.G [16-0149](#) Modify an Existing Contract for the Purchase of Armorcast Water Meter Boxes, Lids, and Vaults (F16-87)

Public Hearing opened at 11 p.m.

No speakers.

Public Hearing closed at 11 p.m.

MOTION: Councilmember Meyering moved to 1) Increase the existing contract with Ferguson Enterprises Inc. for the purchase of water meter boxes, lids, and vaults from \$75,000 to \$155,000.

The motion died due to lack of a second.

MOTION: Councilmember Davis moved and Vice Mayor Larsson seconded the motion to approve 1) Increase the existing contract with Ferguson Enterprises Inc. for the purchase of water meter boxes, lids, and vaults from \$75,000 to \$155,000; and 2) delegate authority to the City Manager to increase the contract amount above \$155,000 if operationally necessary, not to exceed the budgeted funding of \$300,000.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.H [16-0150](#) Award of Bid No. PW16-18 for Slurry Seal 2016 and Finding of CEQA Categorical Exemption

Public Hearing opened at 11:02 p.m.

No speakers.

Public Hearing closed at 11:02 p.m.

MOTION: Councilmember Davis moved and Vice Mayor Larsson seconded the motion to Make a finding of CEQA categorical exemption pursuant to CEQA Guidelines Section 15301 (Class 1, Existing Facilities) as it relates to the rehabilitation of existing streets involving negligible or no expansion of the existing use, 2) Award a construction contract, in substantially the same format as Attachment 2 and in the amount of \$467,042, to Intermountain Slurry Seal, Inc. for

the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and 3) Approve a 10% construction contingency in the amount of \$46,704.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

- 1.I [16-0161](#) Modify an Existing Purchase Order for the Purchase of Aggregate Base Rock, Sand and Other Maintenance/Repair Materials (F16-89)

Public Hearing opened at 11:05 p.m.

No speakers.

Public Hearing closed at 11:05 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Davis seconded the motion to authorize the issuance of a revised blanket purchase order to Graniterock Co. adding \$50,000 to the existing contract amount for a new contract amount of \$140,000 for the purchase of aggregate base rock, sand and other maintenance/repair materials

The motion carried by the following vote:

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

No: 0

- 1.J [16-0162](#) Award of Contract for Design and Construction Support Services for the Fair Oaks Park Recreation Building Renovation and Skatepark Lighting Project (F16-13) and Approval of Budget Modification No. 25 to Appropriate

\$1,020,800 in Housing-Related Parks Program Grant Funding

Public Hearing opened at 11:06 p.m.

No speakers.

Public Hearing closed at 11:06 p.m.

MOTION: Councilmember Meyering moved to refer the item for a public hearing before the City's Parks and Recreation Commission.

The motion died due to lack of a second.

MOTION: Councilmember Davis moved and Vice Mayor Larsson seconded the motion to 1) Approve Budget Modification No. 25 to appropriate \$1,020,800 in Housing related Parks Program Grant Funds for design and construction for Fair Oaks Park improvements; 2) award a design contract, in substantially the same format as Attachment 1 to the report in an amount not to exceed \$202,011 to Brad Cox Architect, Inc. for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and approve a 10% design contingency in the amount of \$20,201.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.K [16-0117](#) Receive and File the City of Sunnyvale Investment Report - 4th Quarter 2015

Receive and file the City of Sunnyvale FY 2015/16 Period 7 investment report.

1.L [16-0015](#) Adopt Council-ranked Study Issue Presentation Dates for 2016, Refer a New Budget Issue, Inflation Adjustment for Planned Supplemental Human Services Funding, to the Recommended Budget, and Approve the Recommended Actions as Identified in the Fiscal Impact of this Report

Acting Director of Finance Tim Kirby responded to Council questions.

Public Hearing opened at 11:09 p.m.

No speakers.

Public Hearing closed at 11:09 p.m.

MOTION: Councilmember Whittum moved and Vice Member Larsson seconded the motion to 1. Approve the Proposed Presentation Dates for the 2016 Council ranked Study Issues in Attachment 1 to the report; 2. Refer the newly presented HHSC Sponsored 2016 Budget Issue Paper Inflation Adjustment for Planned Supplemental Human Services Funding to the FY 2016/17 Recommended Budget; and 3. Approve the cost to study and refer the following study issues to the FY 2016/17 Recommended Budget: CDD 14-10 Update to the Murphy Avenue Design Guidelines (\$25,000), DPW 14-13 Scoping of Grade Separations for Caltrain Crossings at Mary Avenue and Sunnyvale Avenue (\$500,000), and DPW 16-01 Develop a Vision Zero Plan Total Elimination of Traffic Fatalities (\$150,000).

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

1.M [16-0144](#) Adopt Ordinance No. 3072-16 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

Public Hearing opened at 7:45 p.m.

Emrah Grosch spoke regarding his place of business on Murphy Avenue and requested it be grandfathered in.

Public Hearing closed at 7:48 p.m.

MOTION: Councilmember Meyering moved to amend the ordinance in Sub-section D of Section 9.28.030, the sixth line down, subpart one, after the word "within" to change the word "two" to read "15."

The motion died due to lack of a second.

MOTION: Councilmember Whittum moved and Councilmember Martin-Milius

seconded a second reading of the ordinance as written.

FRIENDLY AMENDMENT: Councilmember Davis offered a friendly amendment to include direction to staff to give more of a heads up regarding the City Attorney's memorandum.

Councilmember Whittum declined to accept the friendly amendment.

The motion carried by the following vote:

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

No: 2 - Councilmember Griffith
Councilmember Meyering

MOTION: Councilmember Davis moved and Councilmember Whittum seconded the motion to ask staff to come back with an agenda item including a more thorough analysis of the request for the business on Murphy Avenue to be grandfathered in.

VOTE:

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

No: 0

1.N [16-0200](#) Adopt Ordinance No. 3073-16 to Amend Chapter 5.36 (Taxicabs) of Title 5 (Business Licenses and Regulations) of the Sunnyvale Municipal Code

Adopt Ordinance No. 3073-16.

PUBLIC HEARINGS/GENERAL BUSINESS

2 [15-1040](#) Appoint Applicants to Boards and Commissions

City Clerk Kathleen Franco Simmons provided a brief report.

BOARD OF BUILDING CODE APPEALS (1 term to 6/30/2017, 1 term to 6/30/2019)

Applicant: Yonghong Shen

VOTE:

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

No: 0

Abstain: 1 - Councilmember Davis

MOTION: Councilmember Griffith moved and Councilmember Whittum seconded the motion to appoint Yonghong Shen to the Board of Building Code Appeals for the term expiring June 30, 2017.

The motion carried by the following vote:

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

No: 0

Yonghong Shen was appointed to the Board of Building Code Appeals for a term expiring June 30, 2017.

PARKS AND RECREATION COMMISSION (1 term to 6/30/2018)

Applicant: Omar Din

VOTE:

Yes: 4 - Mayor Hendricks
Councilmember Griffith
Councilmember Whittum
Councilmember Meyering

No: 0

Abstain: 3 - Vice Mayor Larsson
Councilmember Martin-Milius
Councilmember Davis

Applicant: Minjung Kwok

VOTE:

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

No: 0

Abstain: 3 - Mayor Hendricks
Councilmember Griffith
Councilmember Meyering

TIE-BREAKER VOTE:

Applicant: Omar Din

VOTE:

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

No: 0

Abstain: 2 - Councilmember Griffith
Councilmember Martin-Milius

Applicant: Minjung Kwok

VOTE:

Yes: 2 - Vice Mayor Larsson
Councilmember Martin-Milius

No: 0

Abstain: 5 - Mayor Hendricks
Councilmember Griffith
Councilmember Whittum
Councilmember Meyering
Councilmember Davis

City Clerk Franco Simmons announced Omar Din was appointed to the Parks and Recreation Commission for a term expiring June 30, 2018.

SUSTAINABILITY COMMISSION (1 term to 2016)

Applicant: Cam Thuy Do (Category One)

VOTE:

Yes: 2 - Councilmember Whittum
Councilmember Meyering

No: 0

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

Applicant: Yonghong Shen (Category One)

VOTE:

Yes: 2 - Councilmember Whittum
Councilmember Davis

No: 0

Abstain: 5 - Mayor Hendricks
Vice Mayor Larsson
Councilmember Griffith
Councilmember Martin-Milius
Councilmember Meyering

Applicant: Steven Zornetzer (Category One)

VOTE:

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

No: 0

City Clerk Franco Simmons announced Steven Zornetzer was appointed to the Sustainability Commission for a term expiring June 30, 2016.

HOUSING AND HUMAN SERVICES COMMISSION (1 term to 6/30/2017)

Applicant: Minjung Kwok

VOTE:

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

No: 0

Abstain: 2 - Mayor Hendricks
Councilmember Whittum

Applicant: Elinor Stetson

VOTE:

Yes: 3 - Vice Mayor Larsson
Councilmember Griffith
Councilmember Whittum

No: 0

Abstain: 4 - Mayor Hendricks
Councilmember Martin-Milius
Councilmember Meyering
Councilmember Davis

City Clerk Franco Simmons announced Minjung Kwok was appointed to the Housing and Human Services Commission for a term expiring June 30, 2017.

3 [16-0164](#) Appoint One Regular and One Alternate Director to the Silicon

Valley Clean Energy Authority

Mayor Hendricks provided a brief report.

MOTION: Councilmember Martin-Milius moved and Councilmember Davis seconded the motion to nominate Councilmember Jim Griffith as a Regular Director to the Silicon Valley Clean Energy Authority.

Councilmember Griffith accepted the nomination.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

MOTION: Councilmember Davis moved and Vice Mayor Larsson seconded the motion to nominate Councilmember Tara Martin-Milius as an Alternate Director to the Silicon Valley Clean Energy Authority.

Councilmember Tara Martin-Milius accepted the nomination.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

4 [16-0201](#) Consider County Request to Site Modular Shelter Building on Parcel E at Onizuka

Community Development Director Trudi Ryan provided the staff report.

Bob Dolci, Santa Clara County Office of Supportive Housing, provided information regarding the County's request.

City Manager Deanna Santana and Director of Community Development Trudi Ryan provided additional information.

Public Hearing opened at 8:30 p.m.

No speakers.

Public Hearing closed at 8:30 p.m.

MOTION: Councilmember Griffith moved and Vice Mayor Larsson seconded the motion to respond to the County stating the following: Council encourages the County to discuss Parcel A further with Jay Paul while at the same time taking no City positions on such efforts ourselves, maintaining completion of the Fire Station 5 land swap is a priority, and declining all requests to make use of Parcel E.

FRIENDLY AMENDMENT: Mayor Hendricks offered a friendly amendment that the discussions with Jay Paul regarding Parcel A be regarding storage only and not operations.

Councilmember Griffith and Vice Mayor Larsson accepted the friendly amendment.

The motion carried by the following vote:

- Yes: 5 -** Mayor Hendricks
Vice Mayor Larsson
Councilmember Griffith
Councilmember Martin-Milius
Councilmember Davis
- No: 2 -** Councilmember Whittum
Councilmember Meyering

Council recessed at 8:56 p.m.

Council reconvened at 9:06 p.m. with all Councilmembers present.

- 5** [16-0023](#) File #: 2015-7539
Location: 845 W. Maude Ave. (APN: 165-41-001)
Zoning: M-S (Industrial and Service)
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 (FAR)
Applicant / Owner: Peery-Arrillaga / Wizardly Holdings LLC
Environmental Review: Mitigated Negative Declaration

Councilmember Whittum disclosed his place of employment is within 500 feet of the proposed project, and stated that given the potential for a common law conflict of interest, he would recuse himself from the item. Councilmember Whittum left the room.

Associate Planner Noren Caliva-Lepe provided the staff report. Director of Community Development Trudi Ryan and Director of Public Works Manuel Pineda provided additional information.

Public Hearing opened at 9:15 p.m.

Applicant Huiwen Hsiao, architect for Peery-Arrillaga, provided information regarding the project and provided a PowerPoint presentation. Amy Taylor, Sandis Civil Engineers, provided additional information.

John Cordes, Vice Chair of the Bicycle and Pedestrian Advisory Commission speaking for himself, expressed concerns regarding traffic mitigation.

Public Hearing closed at 9:36 p.m.

MOTION: Councilmember Martin-Milius moved and Councilmember Davis seconded the motion to approve Alternative 1: Make the findings required by CEQA in Attachment 3 to the report, Adopt the Mitigated Negative Declaration and approve the Use Permit with the Conditions of Approval in Attachment 4 to the report; with an addition to include a minimum of ten electric car charging stations.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

Recused: 1 - Councilmember Whittum

Following action on Item 5, Councilmember Whittum returned to the room and took his seat at the dais.

6 [15-1009](#) Approve \$5 Million Bridge Loan to MidPen Housing for Edwina

Benner Plaza, located at 460 Persian Drive, and Adopt a Resolution to Approve a Joint Application for Affordable Housing and Sustainable Communities (AHSC) Grant for Edwina Benner Plaza and Associated Sustainable Transportation Improvement (STI) Project

Housing Officer Suzanne Isé provided the staff report. City Manager Deanna Santana provided additional information.

Matt Lewis, Project Manager, MidPen Housing provided additional information regarding the project.

Public Hearing opened at 10:16 p.m.

Stan Hendryx spoke in favor of the project.

Don Tran, on behalf of the Silicon Valley Leadership Group, expressed the support of the group for this project.

Matt Lewis, MidPen Housing, provided additional information.

Public Hearing closed at 10:22 p.m.

MOTION: Councilmember Davis moved and Councilmembers Whittum/Griffith seconded the motion to approve Alternatives 1 and 2: 1) Approve revised term sheet for bridge loan to MidPen Housing and/or its affiliate for the Benner Plaza Project, and authorize the City Manager to execute a loan agreement and associated loan documents consistent with this term sheet, in a final form as approved by the City Attorney; and 2) Adopt a Resolution authorizing joint application with MidPen for AHSC Program funding for the Benner Plaza project, including the STI project, and authorize the City Manager or her designee to sign any documents that may be required for submittal of the AHSC applications in March and/or June 2016.

The motion carried by the following vote:

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

No: 0

- 7 [16-0053](#) Consider Friends of Stevens Creek Trail Funding Request in Support of a Local Match for a Grant Application to the Santa Clara Valley Water District to Conduct Planning Studies to Improve Steelhead Trout Passage on Stevens Creek; Determine the amount of Funding, and Approve Budget Modification No. 26 to Appropriate up to \$9,800

Assistant City Manager Kent Steffens provided the staff report.

Public Hearing opened at 10:32 p.m.

Ross Heitkamp, Board Member with Friends of Stevens Creek Trail, provided information regarding the request.

Richard McMurtry, Santa Clara County Creeks Coalition, provided information regarding their role in providing support with the project.

Public Hearing closed at 10:41 p.m.

MOTION: Councilmember Griffith moved and Councilmember Martin-Milius seconded the motion to authorize \$4,785 out of the Council service level set aside for the request by the Friends of Stevens Creek Trail for the grant, and to authorize staff to go up to \$9,800 should circumstances deem it necessary.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

- 8 [16-0208](#) 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) (Continued from

February 9, 2016)

Director of Public Works Manuel Pineda provided the staff report.

Public Hearing opened at 10:52 p.m.

No speakers.

Public Hearing closed at 10:52 p.m.

MOTION: Councilmember Martin-Milius moved and Councilmember Davis seconded the motion to 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).

City Clerk Kathleen Franco Simmons read the ordinance title.

The motion carried by the following vote:

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

No: 1 - Councilmember Meyering

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Councilmember Whittum reported his attendance at a meeting of the VTA Congestion Management Program and Planning Committee and an upcoming meeting of the El Camino Real Bus Rapid Transit Policy Advisory Committee.

Councilmember Martin-Milius reported her attendance at a meeting regarding the Santa Clara Valley District Bay Delta project and her attendance at the SR 85 Policy Advisory Board as the alternate.

Mayor Hendricks reported regarding the SR 85 Policy Advisory Board meeting and methods of getting the information back to Council and public.

Councilmember Griffith reported his attendance at a meeting of the Santa Clara County Cities Association in which a presentation by local taxicab drivers was made regarding a regional approach to certification of taxi cab franchises.

NON-AGENDA ITEMS & COMMENTS**-Council**

Councilmember Whittum suggested an upcoming agenda item to discuss adding the Butcher's Corner oak tree to the heritage resource inventory. Mayor Hendricks stated he would follow up on the request.

Councilmember Griffith stated there were technical difficulties with accessing the City's website from the guest WiFi and expressed concern with accessing the Council agenda materials during a Council meeting.

Councilmember Martin-Milius reported her attendance at the Murphy Awards, a visit to the rooftop park at Moffett Place, and a fundraiser for the Recovery Café to support the homeless.

Councilmember Meyering requested an item be placed on an upcoming agenda regarding the International Exchange Friendly Relationship Agreement with Dubna, Russia. Mayor Hendricks stated he would follow up on the request, and City Manager Santana stated staff will follow up with more information.

Mayor Hendricks reported his attendance at the Murphy Awards.

-City Manager

City Manager Santana stated staff is working with Comcast on the WiFi issues and an Information Technology Study Session is scheduled for March 29.

City Manager Santana stated the March 15 Closed Session regarding labor will start at 4:30 p.m. in order to add 30 minutes to Joint Study Session with the Bicycle and Advisory Commission regarding the Bicycle Program.

City Manager Santana stated she has sent Council the MTC ABAG merger regional meeting schedule.

City Manager Santana acknowledged the Department of Public Safety for their work at the Super Bowl.

INFORMATION ONLY REPORTS/ITEMS

[16-0051](#) Tentative Council Meeting Agenda Calendar

[16-0021](#) Information/Action Items

[16-0118](#)

Boards and Commissions Semi-Annual Attendance Report,
July - December 2015 (Information Only)

ADJOURNMENT

Mayor Hendricks adjourned the meeting at 11:25 p.m.



City of Sunnyvale

Agenda Item

16-0268

Agenda Date: 3/29/2016

SUBJECT

Approve City Council Meeting Minutes of March 15, 2016

RECOMMENDATION

Approve the City Council Meeting Minutes of March 15, 2016 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, March 15, 2016

4:30 PM

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

**Special Meeting-Closed Session-4:30 PM | Joint Study Session with Bicycle and
Pedestrian Advisory Commission-5:30 PM | Regular Meeting-7 PM**

7 P.M. COUNCIL MEETING

CALL TO ORDER

Mayor Hendricks called the meeting to order in Council Chambers.

SALUTE TO THE FLAG

Mayor Hendricks led the salute to the flag.

ROLL CALL

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

CLOSED SESSION REPORT

Vice Mayor Larsson reported the Council met in Closed Session pursuant to California Government Code Section 54957.6: Conference with Labor Negotiators; nothing to report.

SPECIAL ORDER OF THE DAY

City Clerk Kathleen Franco Simmons administered the oath of office to new board and commission members.

PRESENTATION

[16-0068](#)

PRESENTATION - Presentation by the Sunnyvale Chamber of Commerce Regarding its Recent Survey on Transportation Priorities

Mayor Hendricks reported the presentation was postponed.

ORAL COMMUNICATIONS

Councilmember Griffith announced upcoming board and commission vacancies and an application deadline.

Councilmember Martin-Milius announced the first and third place winners of for the Energize Sunnyvale challenge are from Sunnyvale.

Mark Diaz spoke in support of the proposed Lakewood Branch Library.

Larry Kein spoke regarding bicycle transportation in the City and the new update to the bike plan.

Marny Warren spoke in support of Summit Denali school.

Fred Fowler spoke in support of the proposed Lakewood Branch Library.

Michael Goldman spoke regarding the Civic Center modernization and provided a PowerPoint presentation.

CONSENT CALENDAR

Mayor Hendricks announced members of the public requested to speak on Item 1.K.

Councilmember Meyering requested to pull Items 1.A, 1.B, 1.C, 1.D, 1.E, 1.H, 1.J and 1.L.

MOTION: Vice Mayor Larsson moved and Councilmember Whittum seconded the motion to approve Consent Calendar Items 1.F, 1.G and 1.I.

The motion carried by the following vote:

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

No: 0

1.A [16-0040](#) Approve City Council Meeting Minutes of February 9, 2016

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

1.B [16-0231](#) Approve City Council Meeting Minutes of February 23, 2016

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

1.C [16-0186](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

1.D [15-1067](#) Approve Agreement with Abode Services Related to Tenant Based Rental Assistance (TBRA) Program

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

1.E [16-0250](#) Third Amendment to Outside Counsel Agreement with Rankin Stock Heaberlin for Litigation Services

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

1.F [16-0038](#) Authorize the Issuance of a Purchase Order for the Purchase of Self-checkout Machines, a Security Gate, and Related Software and Hardware for the Sunnyvale Public Library (F16-91)

Authorize the issuance of a purchase order substantially in the same form as Attachment 1 to the report in the amount of \$99,995, excluding sales tax, to Bibliotheca ITG for six (6) SmartServe 1000 self-checkout machines, a SmartGate 400 Single Aisle Security Gate, and related software and hardware.

1.G [16-0128](#) Award of Contract for Instructional Classes and Camps (F16-83)

1) Award a two-year contract to Kidz Love Soccer to provide instructional classes and camps, in substantially the same form as Attachment 1 of the report; and 2) Delegate authority to the City Manager to renew the contract for an additional one-year period, provided pricing and service remain acceptable to the City Manager.

- 1.H** [16-0177](#) Award of Contract for Americans with Disabilities Act (ADA) Access Evaluation and Transition Plan for City Facilities and Rights-of-way (F16-55)

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

- 1.I** [16-0185](#) Authorization to Accept the Pavement Maintenance Technology Assistance Program Grant from the Metropolitan Transportation Commission to Update the City's Pavement Management System

Authorize the City Manager to Accept the Metropolitan Transportation Commission Pavement Maintenance Technology Assistance Program Grant to Update the City's Pavement Management System.

- 1.J** [16-0230](#) Award of Bid No. PW16-06 for Orchard Gardens Park Restrooms Renovation and Finding of CEQA Categorical Exemption

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

- 1.K** [16-0165](#) Approve the Agreement Renewal with Sustainable Community Gardens for Property Located at 433 Charles Street

Director of Public Works Manuel Pineda responded to Council questions. Assistant City Manager Kent Steffens and City Attorney John Nagel provided additional information.

Public Hearing opened at 7:24 p.m.

Katie Barnes spoke in support of a five-year lease for the Community Gardens.

Janet Hamma spoke in support of a five-year lease for the Community Gardens.

George Hamma spoke in support of a five-year lease for the Community Gardens.

Hazel Donaldsen spoke in support of a five-year lease for the Community Garden.

Eric Fulda, a manager of the garden, spoke in support of a five-year lease.

Public Hearing closed at 7:36 p.m.

MOTION: Councilmember Davis moved and Councilmember Whittum seconded the motion to approve Alternative 1 (modified): Approve renewal of the Agreement, in substantially the same form as Attachment 1 to the report, with Sustainable Community Gardens for the operation and maintenance of the Charles Street Community Gardens for a three year term and authorize the City Manager to enter into yearly renewals of the Agreement on behalf of the City.

FRIENDLY AMENDMENT: Councilmember Whittum offered a friendly amendment to change the 3 year term to a 5 year term.
Councilmember Davis declined to accept the friendly amendment.

AMENDMENT: Councilmember Meyering moved to amend the motion and Councilmember Whittum seconded to change the term to 5 years.

The motion to amend failed by the following vote:

Yes: 2 - Councilmember Whittum
Councilmember Meyering
No: 5 - Mayor Hendricks
Vice Mayor Larsson
Councilmember Griffith
Councilmember Martin-Milius
Councilmember Davis

AMENDMENT: Councilmember Meyering moved to amend the motion and Councilmember Whittum seconded to include a clause that the City Manager may not deny renewal of the agreement without a public hearing and a majority vote of the City Council.

The motion to amend failed by the following vote:

Yes: 2 - Councilmember Whittum
Councilmember Meyering
No: 5 - Mayor Hendricks
Vice Mayor Larsson
Councilmember Griffith
Councilmember Martin-Milius
Councilmember Davis

The main motion carried by the following vote:

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

No: 0

Following action in Item 1.K, Council considered Public Hearing Item 2.

1.L [16-0235](#) Adopt Ordinance No. 3074-16 Amending Certain Sections in Chapters 18.04 (General Provisions) and 18.20 (Maps) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

PUBLIC HEARINGS/GENERAL BUSINESS

2 [16-0260](#) RECOMMEND CONTINUANCE
File #: 2015-7530 and 2015-7936
Location: 521 E. Weddell Drive (APN: 110-14-196), 531 E. Weddell Drive (APN: 110-14-186), 539 E. Weddell Drive (APN: 110-14-158), 1010 Morse Ave. (APN: 110-14-202)
Proposed Project:
GENERAL PLAN AMENDMENT: Proposed land use designation change from Industrial to School on three parcels (521, 531, and 539 E. Weddell Drive) and from Industrial to Residential/Medium to High Density to Park on one parcel (1010 Morse Ave. - Seven Seas Park); and
REZONING from MS-POA (Industrial and Service - Places of Assembly Combining District) on three parcels (521, 531 and 539 E. Weddell Drive) and MS-ITR-R3-PD (Industrial and Service - Industrial to Residential/Medium Density Residential/Planned Development) on one parcel (1010 Morse Ave. - Seven Seas Park) to PF (Public Facilities) zoning.
Applicant / Owner: Sunnyvale International Church and Summit School (applicants) / Sunnyvale International Church (owner - 521 and 539 E. Weddell Drive), 1st Morning Light

Chinese Christian Church (owner - 531 E. Weddell Drive), and
City of Sunnyvale (owner - 1010 Morse Ave.)
Environmental Review: Negative Declaration

Director of Community Development Trudi Ryan presented the staff report.

Public Hearing opened at 7:51 p.m.

Kevin Bock, Director of Summit Denali School, spoke in support of school use for the location.

Public Hearing closed at 7:53 p.m.

MOTION: Councilmember Griffith moved and Vice Mayor Larsson seconded the motion to continue the item per the staff report.

The motion carried by the following vote:

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

No: 0

- 3** [16-0180](#) File #: 2014-7990
Location: 1500 Partridge Avenue (APN: 313-24-031)
Zoning: PF (Public Facility)
Proposed Project:
TWO APPEALS of decision by the Planning Commission:
Appeal No. 1) Certifying an Environmental Impact Report; and
Appeal No. 2) Denying a Use Permit to allow a private school
(Stratford School) at the former Raynor Activity Center.
Applicant / Owner: Stratford School (applicant) / City of
Sunnyvale (owner)
Environmental Review: Environmental Impact Report

Mayor Hendricks provided an overview of the process for hearing the item.

Director of Community Development Trudi Ryan and Assistant City Manager Kent Steffens provided the staff report. Director of Community Development Ryan noted

an error in the staff recommendation in the staff report and stated staff recommends Alternative 3 in reference to Attachment 4. Director of Public Works Manuel Pineda and City Attorney John Nagel provided additional information.

MOTION: Councilmember Meyering moved to terminate the hearing and to vacate the findings of the Planning Commission concerning the EIR based on the grounds that the sales agreement between the City of Sunnyvale and the buyer clearly states that the closing deadline can be no more than two years after the effective date which was November 2013.

The motion died due to lack of a second.

Appellant Ray-Nor Park Neighborhood Association: Wee-Lee Lim provided information and a PowerPoint presentation in opposition to certification of the EIR, citing questionable traffic analysis including the magnitude of impact of Apple traffic, lack of analysis of pedestrian/bicyclist safety, inadequate parking and concerns regarding air quality. Lim expressed concerns regarding the joint use agreement and the RFP process, lack of seismic improvement to the buildings for safety of the students and lack of mitigation of parking issues. Lim urged Council to overturn the certification of the EIR and uphold the denial of the use permit.

Applicant/Appellant Stratford School: Clay Stringham, Stratford School, provided information and a PowerPoint presentation regarding the proposed project. Stringham cited potential improvements and benefits to the neighborhood including proposed plans for improvement to the buildings, that Stratford will pay the park maintenance costs, a new basketball court will be added to the park and additional bleachers and other equipment will be added for use by sports associations. Stringham cited Stratford's monitoring of current daytime use of the park and addressed comments made by the other Appellant regarding the EIR. Stringham stated that Stratford has completed all studies required, met all requirements and has agreed to all Conditions of Approval. Stringham requested Council certify the EIR and approve the use permit.

Council recessed at 9:37 p.m.

Council reconvened at 9:49 p.m. with all Councilmembers present.

Public Hearing opened at 9:49 p.m.

Aylin Salanifar spoke in support of Stratford School and requested approval of the conditional use permit to allow Stratford to move to a larger facility.

Riya Mehta spoke in support of Stratford School and requested approval of the

conditional use permit to allow the Santa Clara Stratford School to move to a larger school.

Arni Kulkarni spoke in support of Stratford School.

Ameya Mulay spoke in support of Stratford School.

Denise DeLange requested denial of the conditional use permit citing traffic and safety issues, and recommended the land be retained for public use.

Mark Isaak, speaking for himself, spoke in support of Stratford and regarding field use and traffic impacts.

Vaishali Angal spoke in support of Stratford School.

Vidya Janardhanan spoke in support of Stratford School.

George Nakamura spoke in support of Stratford School citing outstanding educational benefits and in support of a future Branch Library at Lakewood.

Mary Sullivan spoke in support of denial of the conditional use permit citing questions regarding the bid process and the 1978 deed restriction to park, recreational or open space use only.

Elizabeth Craig spoke in support of Stratford School and stated Raynor Park would be shared between the school and the community.

Che Angkham spoke in support of Stratford School citing the benefit to students and the community.

Dorian Jewett expressed concerns regarding out of area students, traffic impacts, bicycle and pedestrian safety, and recommended redoing the EIR and use permit.

Sue Harrison, speaking for herself, stated she passes the area numerous times per week and rarely observes neighborhood use of the park, and feels inconvenience to the neighborhood is a nominal concern.

Tyler Smith spoke regarding potential traffic impacts to students walking to school and the park, conflicts of afterschool use of the park by the school, and traffic impacts of parents dropping off children.

Brad Berezna spoke in support of Stratford School and urged approval of the conditional use permit.

Barbara McGarvey spoke in support of Stratford School.

Ashish Verma spoke in support of retaining public open spaces and expressed concerns regarding pedestrian safety to residents of the neighborhood and children.

Jill Shanmugasundaram, speaking as a representative of the Board of Directors of AYSO, stated they are not in opposition to the Stratford School proposal and they do not feel the joint use agreement will impact AYSO.

Fred Fowler, former President of the Lakewood Village Neighborhood Association, stated the Board's affirmative support of the conditional use permit for Stratford School.

Sarah Rao spoke in opposition to location of the Stratford School at Raynor Park.

Sudhakar Ram spoke in support of the need for quality local schools and expressed support for Stratford School.

Mitchell Pearce, realtor, spoke in support of Stratford School, citing increased property values and increased educational value.

Daniel Clothier, umpire, Metro Little League, spoke in opposition to loss of field use at Raynor Park and increased traffic and requested upholding the decision of the Planning Commission.

Joan Clothier expressed concerns regarding traffic impacts and safety and spoke in favor of saving open space. Clothier requested upholding the Planning Commission denial of the conditional use permit for Raynor Park.

Henry Alexander submitted signatures of over 1,000 people who support saving Raynor Park, and spoke regarding the impact of adding over 800 cars daily in the neighborhood.

Michael Goldman spoke in support of allowing the people to vote on this issue.

Brenda Mula spoke in support of Stratford School and provided information regarding student community service programs that benefit the community.

Mary Klink addressed comments regarding low field use and provided information regarding heavy field use times. Klink also expressed concerns regarding traffic safety and safety of the neighborhood children and pedestrians.

Preeti Ray spoke regarding overcrowding at Laurelwood School and the need to re-open Patrick Henry, and stated Raynor is not the right location for Stratford.

Preeti Sharma expressed concern regarding earlier statements by a Stratford teacher, bicycle and pedestrian safety, and the joint use agreement.

Shomir Dighe expressed concerns regarding the RFP, the traffic study, noise levels from the drop-off corridor, pollution, safety hazards, and negative impacts to property values.

Demetrios Triantafyllou spoke in opposition to the school citing increased traffic and noise pollution, and asked the Council to uphold the Planning Commission denial of the conditional use and declare the land surplus and put on the market.

Brooks Shaw expressed concerns regarding traffic impacts to the area and the use agreement.

Neena Razdan spoke in opposition to any school that would increase traffic in the Birdland neighborhood and requested Council vote against it.

Kirti expressed concerns regarding bicycle and pedestrian safety in the neighborhood.

Kuntal Thakore spoke against the proposal and stated there are already many great schools in the area. Thakore expressed concerns regarding traffic and pedestrian safety and urged denial of the proposal.

Jean Batryn expressed concerns regarding priority use of public lands, school start times, and traffic impacts.

Wendy Hales spoke regarding traffic impacts and the traffic study and recommended keeping the park.

Arjun Ray spoke regarding the current traffic problems in the neighborhood, use of the fields, and spoke in favor of retaining the park for public use.

Suzanne Gokel expressed concerns regarding traffic and safety in the neighborhood.

Shilpa Bhat spoke regarding the proposed use of the park by Stratford and requested Council deny the priority use and the use permit.

David Lieberman spoke in opposition to the Stratford School proposal citing neighborhood preservation, traffic and safety concerns.

Mike Kurtz spoke in opposition to Stratford's priority use of Raynor Park and the conditional use permit.

EIR Applicant: Wee-Lee Lim addressed comments regarding property values and provided recommendations for overturning the EIR and requested denial of the use permit.

Use Permit Applicant: Clay Stringham addressed comments regarding traffic impacts, the number of proposed classrooms, use of the park in the summer, no problem with the soccer groups, and stated he will reach out to the neighbors in Birdland.

Public Hearing closed at 12:07 a.m.

APPEAL NO. 1: EIR ACTIONS:

MOTION: Councilmember Davis moved and Councilmember Griffith seconded the motion to approve Alternative 1: Deny the appeal by the Ray Nor Neighborhood Association of the Certification of the Environmental Impact Report, Make the Findings Required by CEQA and Certify the EIR.

The motion carried by the following vote:

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

No: 2 - Councilmember Whittum
Councilmember Meyering

APPEAL NO. 2: USE PERMIT

MOTION: Councilmember Davis moved and Councilmember Whittum seconded

the motion to uphold the decision of the Planning Commission and deny the Use Permit.

The motion failed by the following vote:

Yes: 3 - Councilmember Whittum
Councilmember Meyering
Councilmember Davis

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

MOTION: Councilmember Griffith moved and Vice Mayor Larsson seconded the motion to approve Alternative 4 (modified) to Grant the appeal by the applicant of the Use Permit, make the Findings Required by the CEQA, adopt a Statement of Overriding Considerations and Mitigation Monitoring Program as set forth in Attachment 6 and 7 of the report, and approve the Use Permit with modification the Conditions of Approval: a cap of 460 students, acceptance of Stratford's offer of \$23,000 per year for maintenance, inclusion in the Conditions of Approval the requirement that Stratford offered regarding the reservation pool, exploration of options for dealing with overflow as part of the Conditions of Approval, and to include the City Attorney's comments regarding the Sales Agreement, to add a Condition of Approval which would require an amendment to Section 5(c)(ii) to extend the closing date to a reasonable time acceptable to the City in terms of the close of escrow.

Councilmember Griffith clarified that his motion included a Condition of Approval that would protect public street parking against spillover in the event the church and the school property are insufficient to handle special event parking.

Director of Community Development Ryan suggested language such as, "Attendees at special events shall use off-street parking on the school site or other offsite locations. Special event attendees shall be directed not to park on public streets in the residential neighborhood."

Councilmember Griffith accepted the language for inclusion in his motion.

AMENDMENT: Councilmember Whittum moved to amend the motion and Councilmember Meyering seconded to make the student cap 416 students.

The motion to amend failed by the following vote:

Yes: 2 - Councilmember Whittum
Councilmember Meyering

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

AMENDMENT: Councilmember Meyering moved to amend the motion to include a Condition of Approval that the school provide 5 scholarships each year to Sunnyvale residents.

The motion to amend died due to lack of second.

The main motion as clarified by the maker of the motion, carried by the following vote:

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

No: 3 - Councilmember Whittum
Councilmember Meyering
Councilmember Davis

MOTION: At 1:41 a.m., Councilmember Griffith moved and Councilmember Martin-Milius seconded the motion to proceed with Item 5, Item 6 and the Non-Agenda Items, and continue the balance of the items to March 29, 2016.

REVISED MOTION: Councilmember Griffith moved and Councilmember Martin-Milius seconded the motion to proceed with Items 5 and 6, and continue the balance of the items to March 29, 2016.

The motion failed by the following vote (per Council Policy, supermajority required):

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

No: 3 - Councilmember Whittum
Councilmember Meyering
Councilmember Davis

MOTION: Councilmember Meyering moved and Councilmember Davis seconded the motion to terminate the meeting immediately and continue the balance of the agenda items to March 29, 2016.

The motion failed by the following vote:

- Yes:** 3 - Councilmember Whittum
Councilmember Meyering
Councilmember Davis
- No:** 4 - Mayor Hendricks
Vice Mayor Larsson
Councilmember Griffith
Councilmember Martin-Milius

MOTION: Councilmember Griffith moved and Vice Mayor Larsson seconded to proceed with Item 6 and continue the balance of the agenda items to March 29, 2016.

The motion failed by the following vote (per Council Policy, supermajority required):

- Yes:** 4 - Mayor Hendricks
Vice Mayor Larsson
Councilmember Griffith
Councilmember Martin-Milius
- No:** 3 - Councilmember Whittum
Councilmember Meyering
Councilmember Davis

MOTION to RECONSIDER: Councilmember Griffith moved and Vice Mayor Larsson seconded the motion to reconsider Councilmember Meyering's earlier motion to terminate the meeting immediately and continue the balance of the agenda items to March 29, 2016.

The motion to reconsider the earlier motion carried by the following vote:

- Yes: 5 -** Mayor Hendricks
Vice Mayor Larsson
Councilmember Griffith
Councilmember Whittum
Councilmember Davis
- No: 2 -** Councilmember Martin-Milius
Councilmember Meyering

The motion to terminate the meeting immediately and continue the balance of the agenda items to March 29, 2016 carried by the following vote:

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

- 4** [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 Study Issue to Evaluate the Timing of Park Dedication In-lieu Fee Calculation and Payment (2015-7151)

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

- 5** [15-1019](#) Approve the 2015 Annual Progress Report on Implementation of the General Plan Housing Element

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

- 6** [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, Resulting in an 87-Unit Affordable Housing Project

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

- 7 [16-0234](#) Review the Existing Friendly Exchange Relations Agreement with the City of Dubna, Moscow Region, Russian Federation for Potential Renewal

Based on Council action after Item 3, this item was continued to the March 29, 2016 Council meeting.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

None.

NON-AGENDA ITEMS & COMMENTS

-Council

None.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

- [16-0244](#) Clarification on Sunnyvale's Representation on the Santa Clara Valley Transportation Authority Board of Directors (Information Only)
- [16-0237](#) New Green Bike Lanes Implementation Standards (Information Only)
- [16-0270](#) City of Sunnyvale Brand Report and Next Steps (Information Only)
- [16-0061](#) Tentative Council Meeting Agenda Calendar
- [16-0022](#) Information/Action Items
- [16-0080](#) Board/Commission Meeting Minutes

ADJOURNMENT

Mayor Hendricks adjourned the meeting at 1:50 a.m.



City of Sunnyvale

Agenda Item

16-0166

Agenda Date: 3/29/2016

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
804	02/14/16 through 02/20/16	\$4,025,718.25
805	02/21/16 through 02/27/16	\$2,842,763.62
806	02/28/16 through 03/05/16	\$1,306,929.53
807	03/06/16 through 03/12/16	\$6,541,125.01
808	03/13/16 through 03/19/16	\$1,801,225.57

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.

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

3/7/2016

City of Sunnyvale

LIST # 804

Page 1

List of All Claims and Bills Approved for Payment
For Payments Dated 2/14/2016 through 2/20/2016

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
100277566	2/16/16	ACE FIRE EQUIPMENT & SERVICE CO INC	133901	Inventory Purchase	419.85	0.00	419.85	\$419.85
100277567	2/16/16	AEGIS ITS INC	16003	Services Maintain Land Improv	2,935.32	0.00	2,935.32	\$131,034.76
			16005	Services Maintain Land Improv	4,198.80	0.00	4,198.80	
			16009	Services Maintain Land Improv	1,294.86	0.00	1,294.86	
			16030	Services Maintain Land Improv	1,418.01	0.00	1,418.01	
			16043	Services Maintain Land Improv	7,503.75	0.00	7,503.75	
			16065	Services Maintain Land Improv	11,908.61	0.00	11,908.61	
			16066	Services Maintain Land Improv	18,906.41	0.00	18,906.41	
			16073	Services Maintain Land Improv	45,767.00	0.00	45,767.00	
			16074	Services Maintain Land Improv	37,102.00	0.00	37,102.00	
100277568	2/16/16	AIRGAS USA LLC	9932775572	General Supplies	202.01	0.00	202.01	\$202.01
100277569	2/16/16	BADGER METER INC	1068686	Water Meters	7,201.20	0.00	7,201.20	\$7,201.20
100277570	2/16/16	BRAND MECHANICS INC	SUN/005	Consultants	1,037.38	0.00	1,037.38	\$1,037.38
100277571	2/16/16	CDM SMITH	80542210	Consultants	427,061.14	0.00	427,061.14	\$427,061.14
100277572	2/16/16	CALTEST ANALYTICAL LABORATORY	551798	Water Lab Services	623.10	0.00	623.10	\$623.10
100277573	2/16/16	CAMINO DEL PRADO HOA	8618	Contracts/Service Agreements	12,685.00	0.00	12,685.00	\$12,685.00
100277574	2/16/16	CAROLLO ENGINEERS	0146586	Professional Services	198,964.38	0.00	198,964.38	\$198,964.38
100277575	2/16/16	CLAY PLANET	216296	General Supplies	42.41	0.00	42.41	\$42.41
100277576	2/16/16	CONSOLIDATED PARTS INC	5028878	Electrical Parts & Supplies	308.37	0.00	308.37	\$308.37
100277577	2/16/16	CORE POWER SERVICES INC	11921	Facilities Maint & Repair - Labor	2,576.40	0.00	2,576.40	\$2,576.40
100277578	2/16/16	CORIX WATER PRODUCTS (US) INC	17613002546	Inventory Purchase	844.22	7.76	836.46	\$836.46
100277579	2/16/16	D & M TRAFFIC SERVICES INC	46285	Inventory Purchase	443.70	0.00	443.70	\$443.70
100277580	2/16/16	DEPARTMENT OF JUSTICE	145143	Contracts/Service Agreements	812.00	0.00	812.00	\$812.00
100277581	2/16/16	DISCOUNT SCHOOL SUPPLY	W24571620101	General Supplies	425.91	0.00	425.91	\$425.91
100277582	2/16/16	EMPIRE SAFETY & SUPPLY	0078369-IN	Inventory Purchase	74.52	0.00	74.52	\$74.52
100277583	2/16/16	ERNESTO ANCONA	SEASON2-2015-1	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100277584	2/16/16	FEDERAL EXPRESS CORP	5-310-92460	Mailing & Delivery Services	55.70	0.00	55.70	\$55.70
100277585	2/16/16	FLYERS ENERGY LLC	15-183566	Fuel, Oil & Lubricants	6,400.59	0.00	6,400.59	\$6,370.99

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			15-183566A	Fuel, Oil & Lubricants	6,370.99	0.00	6,370.99	
			15-183566C	Fuel, Oil & Lubricants	-6,400.59	0.00	-6,400.59	
100277586	2/16/16	GARDA	10168797	Financial Services	2,975.32	0.00	2,975.32	\$5,950.64
			10176027	Financial Services	2,975.32	0.00	2,975.32	
100277587	2/16/16	GLASS EXPANSION INC	052207	General Supplies	320.00	0.00	320.00	\$320.00
100277588	2/16/16	GOLDEN GATE TRUCK CENTER	F005693585:01	Parts, Vehicles & Motor Equip	126.91	0.00	126.91	\$327.21
			F005694561:01	Parts, Vehicles & Motor Equip	200.30	0.00	200.30	
100277589	2/16/16	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1090255	Inventory Purchase	202.93	0.00	202.93	\$202.93
100277590	2/16/16	HARRIS DESIGN	15.13.01	Consultants	8,128.84	0.00	8,128.84	\$8,128.84
100277591	2/16/16	HATCH MOTT MACDONALD	304781-28	Engineering Services	1,351.00	0.00	1,351.00	\$1,351.00
100277592	2/16/16	KMVT COMMUNITY TELEVISION	6795	Engineering Services	5,000.00	0.00	5,000.00	\$5,000.00
100277593	2/16/16	KAREN L PIKE	KLP400-02	Medical Services	4,000.00	0.00	4,000.00	\$4,000.00
100277594	2/16/16	KATHLEEN KRUEGER SASMITA	0116	Rec Instructors/Officials	30.00	0.00	30.00	\$30.00
100277595	2/16/16	KIMLEY HORN & ASSOC INC	097318013-1215	Consultants	21,829.22	0.00	21,829.22	\$21,829.22
100277596	2/16/16	LOZANO SUNNYVALE CAR WASH	021	Auto Maint & Repair - Labor	609.00	0.00	609.00	\$609.00
100277597	2/16/16	MSI FUEL MANAGEMENT INC	3914	Auto Maint & Repair - Labor	570.00	0.00	570.00	\$570.00
100277598	2/16/16	MIALI REYNOSO	53-SMS-C3	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100277599	2/16/16	MOISES MARTIN	53-CMS-C1	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100277600	2/16/16	NI GOVERNMENT SERVICES INC	6011052766	Miscellaneous Services	78.77	0.00	78.77	\$78.77
100277601	2/16/16	PG&E	PR-15/06-16	Utilities - Electric	362.84	0.00	362.84	\$362.84
100277602	2/16/16	PAPE MACHINERY	9805012	Parts, Vehicles & Motor Equip	552.04	0.00	552.04	\$552.04
100277604	2/16/16	R E P NUT 'N BOLT GUY	27163	Inventory Purchase	116.11	0.00	116.11	\$116.11
100277605	2/16/16	RANKIN STOCK HEABERLIN	33308	Legal Services	183.75	0.00	183.75	\$183.75
100277606	2/16/16	READYREFRESH BY NESTLE	06A0028805083	General Supplies	6.51	0.00	6.51	\$6.51
100277607	2/16/16	RECORDED BOOKS INC	1273	Library Periodicals/Databases	6,000.00	0.00	6,000.00	\$6,000.00
100277608	2/16/16	RICHARDS WATSON & GERSHON	205434	Legal Services	480.00	0.00	480.00	\$480.00
100277609	2/16/16	ROYAL BRASS INC	784949-001	Parts, Vehicles & Motor Equip	12.68	0.00	12.68	\$116.12
			786015-001	Parts, Vehicles & Motor Equip	13.33	0.00	13.33	
			786515-001	Parts, Vehicles & Motor Equip	51.16	0.00	51.16	
			786524-001	Parts, Vehicles & Motor Equip	38.95	0.00	38.95	

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100277610	2/16/16	ROYAL COACH TOURS INC	6484	Travel Related Services	818.80	0.00	818.80	\$818.80
100277611	2/16/16	SAFETY KLEEN SYSTEMS INC	69094825	Auto Maint & Repair - Labor	65.00	0.00	65.00	\$65.00
100277612	2/16/16	SAFEWAY INC	803224-020516	Food Products	9.99	0.00	9.99	\$9.99
100277613	2/16/16	SHANE M REYNOLDS	53-SMS-C4	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100277614	2/16/16	SONSRAY MACHINERY LLC	P03255-12	Parts, Vehicles & Motor Equip	198.93	0.00	198.93	\$383.78
			P03270-12	Parts, Vehicles & Motor Equip	93.74	0.00	93.74	
			P03276-12	Parts, Vehicles & Motor Equip	91.11	0.00	91.11	
100277615	2/16/16	SPARTAN TOOL LLC	510600	Miscellaneous Equipment	371.71	0.00	371.71	\$371.71
100277616	2/16/16	STATE BOARD OF EQUALIZATION	2015 GEN FEE	Taxes & Licenses - Misc	217.00	0.00	217.00	\$217.00
100277617	2/16/16	STEVE MASON CONCRETE CONSTRUCTION INC	3078	Services Maintain Land Improv	4,750.00	0.00	4,750.00	\$4,750.00
100277618	2/16/16	SUNBELT RENTALS INC	55210861-008	Equipment Rental/Lease	2,867.09	0.00	2,867.09	\$2,867.09
100277619	2/16/16	SUNNYVALE CHAMBER OF COMMERCE	SANTANA022016	Meetings	85.00	0.00	85.00	\$85.00
100277620	2/16/16	TJKM	0044801	Consultants	27,975.00	0.00	27,975.00	\$74,521.25
			0044869	Consultants	46,546.25	0.00	46,546.25	
100277621	2/16/16	THE COVELLO GROUP INC	2015.003-9	Engineering Services	9,283.00	0.00	9,283.00	\$9,283.00
100277622	2/16/16	TURF STAR INC	6925115-00	Parts, Vehicles & Motor Equip	78.54	0.00	78.54	\$78.54
100277623	2/16/16	USA BLUEBOOK	847572	General Supplies	419.87	0.00	419.87	\$419.87
100277624	2/16/16	UNITED PARCEL SERVICE	0000966608066	Mailing & Delivery Services	630.52	0.00	630.52	\$630.52
100277626	2/16/16	VALLEY OIL CO	32191	Fuel, Oil & Lubricants	781.86	0.00	781.86	\$781.86
100277627	2/16/16	WADE ROBINSON	53-SMS-C2	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100277628	2/16/16	WAITER.COM INC	G0209854366	Food Products	165.53	0.00	165.53	\$165.53
100277629	2/16/16	CALIF SEXUAL ASSAULT INVESTIGATORS ASSN	03/07-11/2016	Training and Conferences	450.00	0.00	450.00	\$450.00
100277630	2/16/16	CALIFORNIA FIRE PREVENTION INSTITUTE	03/14-18/2016	Training and Conferences	740.00	0.00	740.00	\$740.00
100277631	2/16/16	GRAINGER	9002713197	Miscellaneous Equipment Parts & Supplies	477.84	0.00	477.84	\$8,369.49
			9002713205	Miscellaneous Equipment	25.37	0.00	25.37	
			9002713213	General Supplies	259.60	0.00	259.60	
			9003182939	Miscellaneous Equipment Parts & Supplies	864.73	0.00	864.73	
			9003368710	Hand Tools	54.78	0.00	54.78	

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			9003368728	Miscellaneous Equipment Parts & Supplies	-180.95	0.00	-180.95	
			9003537603	Materials - Land Improve	38.62	0.00	38.62	
			9003609725	Electrical Parts & Supplies	80.72	0.00	80.72	
			9003609733	Hand Tools	21.42	0.00	21.42	
			9004697513	Bldg Maint Matls & Supplies	360.71	0.00	360.71	
			9004967148	Electrical Parts & Supplies	224.10	0.00	224.10	
			9006578414	Supplies, Safety	155.56	0.00	155.56	
			9007795223	Bldg Maint Matls & Supplies	33.77	0.00	33.77	
			9009447112	Miscellaneous Equipment Parts & Supplies	761.37	0.00	761.37	
			9009969156	Hand Tools	624.46	0.00	624.46	
			9011520054	Bldg Maint Matls & Supplies	126.47	0.00	126.47	
			9011656767	Bldg Maint Matls & Supplies	588.82	0.00	588.82	
			9012413671	Electrical Parts & Supplies	110.60	0.00	110.60	
			9012744703	Bldg Maint Matls & Supplies	7.67	0.00	7.67	
			9930076857	Miscellaneous Equipment	6.44	0.00	6.44	
			9930218640	Supplies, Safety	59.03	0.00	59.03	
			9931255492	Miscellaneous Equipment Parts & Supplies	9.93	0.00	9.93	
			9931296181	Supplies, Safety	332.76	0.00	332.76	
			9931296199	General Supplies	84.28	0.00	84.28	
			9931296207	Miscellaneous Equipment	37.99	0.00	37.99	
			9931296215	Miscellaneous Equipment	548.96	0.00	548.96	
			9931314992	Bldg Maint Matls & Supplies	267.41	0.00	267.41	
			9931315007	Hand Tools	177.10	0.00	177.10	
			9931944319	Clothing, Uniforms & Access	58.91	0.00	58.91	
			9932477673	Bldg Maint Matls & Supplies	87.17	0.00	87.17	
			9932523757	General Supplies	37.48	0.00	37.48	
			9932523765	Water Meters	314.22	0.00	314.22	
			9932685135	Miscellaneous Equipment Parts & Supplies	155.50	0.00	155.50	
			9933220627	Supplies, Safety	174.66	0.00	174.66	
			9933708407	Materials - Land Improve	82.54	0.00	82.54	
			9934848392	Miscellaneous Equipment Parts & Supplies	84.05	0.00	84.05	

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			9935366881	Clothing, Uniforms & Access	-801.62	0.00	-801.62	
			9935366899	Clothing, Uniforms & Access	-133.61	0.00	-133.61	
			9936143388	Electrical Parts & Supplies	472.66	0.00	472.66	
			9936209353	Miscellaneous Equipment Parts & Supplies	126.86	0.00	126.86	
			9937285964	Bldg Maint Matls & Supplies	36.14	0.00	36.14	
			9937285972	Bldg Maint Matls & Supplies	80.80	0.00	80.80	
			9937328715	Supplies, Safety	116.30	0.00	116.30	
			9938238137	Bldg Maint Matls & Supplies	311.61	0.00	311.61	
			9938238145	Bldg Maint Matls & Supplies	223.34	0.00	223.34	
			9939863891	Miscellaneous Equipment Parts & Supplies	9.55	0.00	9.55	
			9940298970	Supplies, Safety	141.15	0.00	141.15	
			9940298988	Supplies, Safety	162.52	0.00	162.52	
			9940298996	Clothing, Uniforms & Access	161.16	0.00	161.16	
			9940679849	Miscellaneous Equipment Parts & Supplies	180.95	0.00	180.95	
			9940679856	General Supplies	65.14	0.00	65.14	
			9940754113	Miscellaneous Equipment Parts & Supplies	-9.55	0.00	-9.55	
			9940982151	Bldg Maint Matls & Supplies	72.00	0.00	72.00	
100277636	2/16/16	WENDY TAN	02022016	Miscellaneous Services	2,094.00	0.00	2,094.00	\$2,094.00
100277637	2/16/16	NDT LABORATORIES INC	125633-604	Refund Utility Account Credit	327.74	0.00	327.74	\$327.74
100277638	2/16/16	TANGERINE UNLIMITED LLC	151405-44150	Refund Utility Account Credit	83.10	0.00	83.10	\$83.10
100277639	2/18/16	AAA SPEEDY SMOG TEST ONLY STATION	020986	Auto Maint & Repair - Labor	40.00	0.00	40.00	\$280.00
			021000	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021020	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021087	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021120	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021121	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021157	Auto Maint & Repair - Labor	40.00	0.00	40.00	
100277640	2/18/16	ABBINGTON COURT MEDIA	JULY/13/2016	Special Events	1,495.00	0.00	1,495.00	\$1,495.00
100277641	2/18/16	ADVANCED CHEMICAL TRANSPORT INC	95896	HazMat Disposal - Hazardous Waste Disposal	415.47	0.00	415.47	\$415.47
100277642	2/18/16	AIR COOLED ENGINES INC	77457	Parts, Vehicles & Motor Equip	94.81	0.00	94.81	\$94.81

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100277643	2/18/16	AIR LIQUIDE AMERICA SPECIALTY GASES LLC	63546837	Equipment Rental/Lease	861.49	0.00	861.49	\$1,621.97
			63713887	Inventory Purchase	139.62	0.00	139.62	
			63714273	Inventory Purchase	240.67	0.00	240.67	
			63839222	Equipment Rental/Lease	28.89	0.00	28.89	
			63839223	Equipment Rental/Lease	351.30	0.00	351.30	
100277644	2/18/16	ALPINE AWARDS INC	294321	Clothing, Uniforms & Access	21.10	0.00	21.10	\$51.93
			294332	Clothing, Uniforms & Access	30.83	0.00	30.83	
100277645	2/18/16	AMERICAN PLANNING ASSN	066870-1613	Membership Fees	670.00	0.00	670.00	\$670.00
100277646	2/18/16	APPLEONE EMPLOYMENT SERVICES	01-3947790	Contracts/Service Agreements	4,853.09	0.00	4,853.09	\$4,853.09
100277647	2/18/16	AUTOSCRIBE CORP	150018	Financial Services	1,048.82	0.00	1,048.82	\$1,048.82
100277648	2/18/16	B & A FRICTION MATERIALS INC	550653	Parts, Vehicles & Motor Equip	61.18	0.00	61.18	\$61.18
100277649	2/18/16	BABBITT BEARING CO	142596	Equipment Maintenance & Repair Labor	701.75	0.00	701.75	\$701.75
100277650	2/18/16	BACKFLOW PREVENTION SPECIALISTS INC	4982	Misc Equip Maint & Repair - Materials	3.00	0.00	3.00	\$671.36
			5000	Misc Equip Maint & Repair - Labor	397.50	0.00	397.50	
			5000	Misc Equip Maint & Repair - Materials	65.96	0.00	65.96	
			5001	Water Backflow Valves	204.90	0.00	204.90	
100277651	2/18/16	BASCOM TRIM & UPHOLSTERY	1043	Auto Maint & Repair - Labor	712.50	0.00	712.50	\$891.94
			1043	Auto Maint & Repair - Materials	179.44	0.00	179.44	
100277652	2/18/16	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005627432	Advertising Services	159.00	0.00	159.00	\$1,660.00
			0005635797-JAN	Advertising Services	526.00	0.00	526.00	
			0005636373	Advertising Services	211.00	0.00	211.00	
			0005641155	Advertising Services	455.00	0.00	455.00	
			0005653005	Advertising Services	309.00	0.00	309.00	
100277653	2/18/16	BELSON OUTDOORS INC	135417	Materials - Land Improve	10,828.64	0.00	10,828.64	\$10,828.64
100277654	2/18/16	BILL WILSON CENTER	DEC2015	Contracts/Service Agreements	12,333.73	0.00	12,333.73	\$24,423.48
			NOV2015	Contracts/Service Agreements	12,089.75	0.00	12,089.75	
100277655	2/18/16	BOUND TREE MEDICAL LLC	82039655	Supplies, First Aid	94.61	0.00	94.61	\$94.61
100277657	2/18/16	BRODART CO	425307	General Supplies	65.09	0.00	65.09	\$65.09
100277658	2/18/16	BROWNING FERRIS INDUSTRIES OF CA INC	4278-100002100	Recycling Services	9,642.60	0.00	9,642.60	\$9,642.60
100277659	2/18/16	BURTONS FIRE INC	S31550	Parts, Vehicles & Motor Equip	215.47	0.00	215.47	\$320.27

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			S31604	Parts, Vehicles & Motor Equip	104.80	0.00	104.80	
100277660	2/18/16	CALCON SYSTEMS INC	37112	Contracts/Service Agreements	823.00	0.00	823.00	\$1,348.00
			37222	Contracts/Service Agreements	525.00	0.00	525.00	
100277661	2/18/16	CALIFA GROUP	8286	Library Periodicals/Databases	3,500.00	0.00	3,500.00	\$8,012.27
			8298	Library Periodicals/Databases	4,512.27	0.00	4,512.27	
100277662	2/18/16	CALIFORNIA COOKING INC	10817	Miscellaneous Services	150.08	0.00	150.08	\$150.08
100277663	2/18/16	CENTRAL LABOR COUNCIL PARTNERSHIP	JAN2016	DED Services/Training - Training	2,340.00	0.00	2,340.00	\$90,635.57
			JAN2016	DED Services/Training - Books	73.06	0.00	73.06	
			JAN2016	Contracts/Service Agreements	88,222.51	0.00	88,222.51	
100277664	2/18/16	CHARITY ONE INSURANCE AGENCY INC	FEB/16-FEB/17A	Insurances - Public Liability	25.00	0.00	25.00	\$25.00
100277665	2/18/16	COAST PERSONNEL SERVICES INC	241920	Contracts/Service Agreements	967.20	0.00	967.20	\$5,807.04
			241921	Contracts/Service Agreements	832.00	0.00	832.00	
			241922	Contracts/Service Agreements	943.02	0.00	943.02	
			241923	Contracts/Service Agreements	846.30	0.00	846.30	
			241924	Contracts/Service Agreements	1,299.68	0.00	1,299.68	
			241925	Contracts/Service Agreements	918.84	0.00	918.84	
100277668	2/18/16	CONSOLIDATED PARTS INC	5029247	Electrical Parts & Supplies	344.13	0.00	344.13	\$344.13
100277669	2/18/16	COUNTY OF SANTA CLARA OFC OF THE SHERIFF	1800051295	Prisoner Transport	36.55	0.00	36.55	\$36.55
100277670	2/18/16	CUMMINS PACIFIC LLC	027-29275	Parts, Vehicles & Motor Equip	1,033.56	0.00	1,033.56	\$3,780.57
			027-29277	Parts, Vehicles & Motor Equip	2,747.01	0.00	2,747.01	
100277671	2/18/16	CYBERSOURCE CORP	235956171722	Software As a Service	75.00	0.00	75.00	\$75.00
100277672	2/18/16	DAVES MOBILE CRANE SERVICE	4203	Equipment Maintenance & Repair Labor	435.00	0.00	435.00	\$435.00
100277674	2/18/16	DEPARTMENT OF JUSTICE	147885	Pre-Employment Testing	544.00	0.00	544.00	\$544.00
100277675	2/18/16	DU-ALL SAFETY	17604	Occupational Health and Safety Services	2,500.00	0.00	2,500.00	\$2,500.00
100277676	2/18/16	EP 21	0056351-IN	General Supplies	96.54	0.00	96.54	\$96.54
100277677	2/18/16	EQUIFAX INFORMATION SERVICES LLC	9516835	Investigation Expense	26.26	0.00	26.26	\$52.10
			9565840	Investigation Expense	25.84	0.00	25.84	
100277678	2/18/16	FEDERAL EXPRESS CORP	5-288-92384	General Supplies	21.05	0.00	21.05	\$69.55
			5-310-41179	Mailing & Delivery Services	48.50	0.00	48.50	
100277679	2/18/16	FERRARA FIRE APPARATUS INC	INV00000W7556	Parts, Vehicles & Motor Equip	127.93	0.00	127.93	\$127.93

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100277680	2/18/16	FOLGERGRAPHICS INC	109950	Printing & Related Services	20,014.02	0.00	20,014.02	\$20,014.02
100277681	2/18/16	FOUNDATION FOR CALIFORNIA COMMUNITY	NOVA-1614	Professional Services	245.07	0.00	245.07	\$245.07
100277682	2/18/16	FREMONT UNION HIGH SCHOOL DISTRICT	16-276	Real Property Rental/Lease	63,676.70	0.00	63,676.70	\$63,676.70
100277683	2/18/16	GCS ENVIRONMENTAL EQUIPMENT SERVICES INC	13087	Parts, Vehicles & Motor Equip	436.10	0.00	436.10	\$436.10
100277684	2/18/16	GARDENLAND POWER EQUIPMENT	349840	Parts, Vehicles & Motor Equip	82.73	0.00	82.73	\$326.21
			349841	Auto Maint & Repair - Labor	129.00	0.00	129.00	
			349841	Auto Maint & Repair - Materials	114.48	0.00	114.48	
100277685	2/18/16	GOLDER ASSOC INC	437800	Engineering Services	617.00	0.00	617.00	\$617.00
100277686	2/18/16	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1090110	Parts, Vehicles & Motor Equip	855.25	0.00	855.25	\$1,578.38
			189-1090144	Auto Maint & Repair - Labor	23.00	0.00	23.00	
			189-1090144	Auto Maint & Repair - Materials	30.07	0.00	30.07	
			189-1090155	Auto Maint & Repair - Labor	112.20	0.00	112.20	
			189-1090201	Parts, Vehicles & Motor Equip	183.68	0.00	183.68	
			189-1090228	Parts, Vehicles & Motor Equip	216.65	0.00	216.65	
			189-1090233	Parts, Vehicles & Motor Equip	157.53	0.00	157.53	
100277687	2/18/16	GORILLA METALS	183962	Parts, Vehicles & Motor Equip	55.73	0.00	55.73	\$55.73
100277688	2/18/16	HACH CO INC	9751213	Hand Tools	485.47	0.00	485.47	\$1,963.44
			9757804	Hand Tools	1,477.97	0.00	1,477.97	
100277689	2/18/16	HANSON ASSOC	1530	Consultants	4,312.50	0.00	4,312.50	\$4,312.50
100277690	2/18/16	INFOSEND INC	100596	Mailing & Delivery Services	1,422.83	0.00	1,422.83	\$7,096.42
			101625	General Supplies	95.00	0.00	95.00	
			101625	Mailing & Delivery Services	1,093.44	0.00	1,093.44	
			101626	Postage	2,619.95	0.00	2,619.95	
			101961	Financial Services	1,865.20	0.00	1,865.20	
100277692	2/18/16	KOHLWEISS AUTO PARTS INC	01OQ7271	Parts, Vehicles & Motor Equip	30.27	0.00	30.27	\$682.79
			01OQ7272	Parts, Vehicles & Motor Equip	45.36	0.00	45.36	
			01OQ7485	Parts, Vehicles & Motor Equip	2.79	0.00	2.79	
			01OQ8460	Parts, Vehicles & Motor Equip	54.92	0.00	54.92	
			01OQ8610	Parts, Vehicles & Motor Equip	67.19	0.00	67.19	

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100277693	2/18/16	LC ACTION POLICE SUPPLY	01OQ8611	Parts, Vehicles & Motor Equip	77.19		0.00	77.19	
			01OQ9611	Parts, Vehicles & Motor Equip	39.07		0.00	39.07	
			01OQ9612	Parts, Vehicles & Motor Equip	5.05		0.00	5.05	
			01OR0495	Parts, Vehicles & Motor Equip	6.41		0.00	6.41	
			01OR0503	Parts, Vehicles & Motor Equip	21.30		0.00	21.30	
			01OR0689	Inventory Purchase	340.04		6.80	333.24	
			341488CR	Clothing, Uniforms & Access	-144.64		0.00	-144.64	\$13,326.16
			341567	General Supplies	350.34		0.00	350.34	
			343118	Clothing, Uniforms & Access	19.64		0.00	19.64	
			343258	Clothing, Uniforms & Access	18.94		0.00	18.94	
			343320	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			343321	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			343322	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			343323	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			343324	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			343325	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			343508	Clothing, Uniforms & Access	292.74		0.00	292.74	
			343509	Clothing, Uniforms & Access	266.70		0.00	266.70	
			343510	Clothing, Uniforms & Access	45.29		0.00	45.29	
			343630	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			343631	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			343706	General Supplies	300.15		0.00	300.15	
			343901	Clothing, Uniforms & Access	129.64		0.00	129.64	
			344011	Clothing, Uniforms & Access	26.05		0.00	26.05	
			344020	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			344022	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			344023	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			344186	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			344338	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			344339	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	
			344340	Ballistic Equipment - Body Armor/Vests	788.44		0.00	788.44	

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			344344	Clothing, Uniforms & Access	194.71	0.00	194.71	
100277696	2/18/16	LAWSON PRODUCTS INC	9303877736	Miscellaneous Equipment Parts & Supplies	438.79	0.00	438.79	\$438.79
100277697	2/18/16	LESLIE ZELLERS	2016-006	Consultants	7,387.50	0.00	7,387.50	\$7,387.50
100277698	2/18/16	LOMBARDO DIAMOND CORE DRILLING CO INC	07187	Facilities Maintenance & Repair Labor	525.00	0.00	525.00	\$525.00
100277699	2/18/16	LORALEE BETH HIATT	28878-16	Professional Services	680.00	0.00	680.00	\$680.00
100277700	2/18/16	MACIAS GINI AND OCONNELL LLP	213156	Financial Services	5,570.00	0.00	5,570.00	\$75,000.00
			214122	Financial Services	38,095.00	0.00	38,095.00	
			214941	Financial Services	31,335.00	0.00	31,335.00	
100277701	2/18/16	MAZE & ASSOC	16838	Financial Services	4,900.00	0.00	4,900.00	\$4,900.00
100277702	2/18/16	MCMASTER CARR SUPPLY CO	49491792	Miscellaneous Equipment Parts & Supplies	303.83	0.00	303.83	\$527.32
			49555640	Chemicals	39.07	0.00	39.07	
			49613885	General Supplies	70.82	0.00	70.82	
			49613886	Electrical Parts & Supplies	113.60	0.00	113.60	
100277704	2/18/16	NAPA AUTO PARTS	220934	Parts, Vehicles & Motor Equip	11.46	0.00	11.46	\$1,316.39
			220936	Parts, Vehicles & Motor Equip	11.68	0.00	11.68	
			221125	Parts, Vehicles & Motor Equip	22.67	0.00	22.67	
			221492	Parts, Vehicles & Motor Equip	151.83	0.00	151.83	
			221508	Parts, Vehicles & Motor Equip	65.27	0.00	65.27	
			221603	Parts, Vehicles & Motor Equip	86.99	0.00	86.99	
			221718	Parts, Vehicles & Motor Equip	120.41	0.00	120.41	
			222123	Parts, Vehicles & Motor Equip	24.04	0.00	24.04	
			222125	Parts, Vehicles & Motor Equip	45.14	0.00	45.14	
			222315	Parts, Vehicles & Motor Equip	57.35	0.00	57.35	
			222631	Parts, Vehicles & Motor Equip	50.96	0.00	50.96	
			222638	Parts, Vehicles & Motor Equip	7.06	0.00	7.06	
			222687	Parts, Vehicles & Motor Equip	38.04	0.00	38.04	
			222715	Parts, Vehicles & Motor Equip	8.51	0.00	8.51	
			223023	Parts, Vehicles & Motor Equip	7.57	0.00	7.57	
			223333	Parts, Vehicles & Motor Equip	232.52	0.00	232.52	
			223451	Parts, Vehicles & Motor Equip	120.73	0.00	120.73	

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			223526	Parts, Vehicles & Motor Equip	11.70	0.00	11.70	
			224019	Parts, Vehicles & Motor Equip	123.33	0.00	123.33	
			224021	Parts, Vehicles & Motor Equip	119.13	0.00	119.13	
100277706	2/18/16	NICOLE WONG	012016PURCHA SE	DED Services/Training - Books	24.95	0.00	24.95	\$24.95
100277707	2/18/16	PG&E	NOT#107555086	Utilities - Electric	26,359.97	0.00	26,359.97	\$26,359.97
100277708	2/18/16	PARADISO MECHANICAL INC	696-01	Services Maintain Land Improv	37,715.00	0.00	37,715.00	\$37,715.00
100277709	2/18/16	PETERSON POWER SYSTEMS INC	PC240029065	Miscellaneous Equipment Parts & Supplies	862.16	0.00	862.16	\$15,748.03
			SW240128961	Misc Equip Maint & Repair - Labor	531.00	0.00	531.00	
			SW240128961	Misc Equip Maint & Repair - Materials	19.81	0.00	19.81	
			SW240129034	Misc Equip Maint & Repair - Labor	12,867.50	0.00	12,867.50	
			SW240129034	Misc Equip Maint & Repair - Materials	1,467.56	0.00	1,467.56	
100277710	2/18/16	RANKIN STOCK HEABERLIN	33309	Legal Services	6,428.50	0.00	6,428.50	\$8,212.73
			33310	Legal Services	1,784.23	0.00	1,784.23	
100277711	2/18/16	READYREFRESH BY NESTLE	16A5736476002	General Supplies	6.51	0.00	6.51	\$24.98
			16A5740153001	General Supplies	5.43	0.00	5.43	
			16A5740154009	General Supplies	4.34	0.00	4.34	
			16A5740156004	General Supplies	8.70	0.00	8.70	
100277712	2/18/16	REED & GRAHAM INC	854248	Materials - Land Improve	1,775.31	0.00	1,775.31	\$1,775.31
100277713	2/18/16	SCBA SAFETY CHECK INC	7940	Safety Equipment Maintenance & Repair	225.00	0.00	225.00	\$225.00
100277714	2/18/16	SFO REPROGRAPHICS	27483	Printing & Related Services	951.13	0.00	951.13	\$2,072.35
			27666	Printing & Related Services	692.74	0.00	692.74	
			27878	Printing & Related Services	428.48	0.00	428.48	
100277715	2/18/16	SAFEWAY INC	803115-020516	Food Products	7.22	0.00	7.22	\$88.18
			804525-021116	Food Products	27.94	0.00	27.94	
			805388-021016	Food Products	3.99	0.00	3.99	
			806417-012516	Food Products	28.56	0.00	28.56	
			809795-012816	Food Products	20.47	0.00	20.47	
100277716	2/18/16	SANTA CLARA COUNTY CITIES MANAGERS ASSN	STEFFENS021016	Meetings	32.00	0.00	32.00	\$32.00
100277717	2/18/16	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000016252	DED Services/Training - Transportation	350.00	0.00	350.00	\$350.00

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100277718	2/18/16	STEVEN C DOLEZAL PHD	JAN2016	Professional Services	600.00	0.00	600.00	\$600.00
100277719	2/18/16	SUPPLYWORKS	1757155-00	Inventory Purchase	4,140.55	33.20	4,107.35	\$3,286.94
			1764453-00	Inventory Purchase	-820.41	0.00	-820.41	
100277720	2/18/16	UNIVAR USA INC	SJ726747	Chemicals	3,899.21	0.00	3,899.21	\$3,899.21
100277721	2/18/16	VERIZON WIRELESS	9747619839	Utilities - Mobile Phones - City Mobile Phones	2,439.83	0.00	2,439.83	\$2,439.83
100277724	2/18/16	WAUKESHA PEARCE INDUSTRIES	30107816	Miscellaneous Equipment Parts & Supplies	1,133.60	0.00	1,133.60	\$1,409.74
			30107817	Miscellaneous Equipment Parts & Supplies	276.14	0.00	276.14	
100277725	2/18/16	WESTERN CONTRACT INTERIORS	20661RP/TO	Furniture	11,171.11	0.00	11,171.11	\$11,171.11
100277726	2/18/16	WINSUPPLY OF SILICON VALLEY	654182 02	Miscellaneous Equipment Parts & Supplies	47.53	0.00	47.53	\$114.51
			654997 00	Bldg Maint Matls & Supplies	66.98	0.00	66.98	
100277727	2/18/16	WITMER TYSON IMPORTS INC	T11303	Canine Program Expenditures	500.00	0.00	500.00	\$500.00
100277728	2/18/16	CONTRA COSTA CTY OFC OF THE SHERIFF	061316-062416	Training and Conferences	726.00	0.00	726.00	\$726.00
100277729	2/18/16	EMERGENCY MEDICAL SERVICES AUTHORITY	27680-1507	Training and Conferences	186.00	0.00	186.00	\$186.00
100277730	2/18/16	EMERGENCY MEDICAL SERVICES AUTHORITY	27680-1505	Training and Conferences	259.00	0.00	259.00	\$259.00
100277731	2/18/16	GRAINGER	9001843961	Supplies, Safety	85.67	0.00	85.67	\$6,139.56
			9001843979	Supplies, Safety	-98.52	0.00	-98.52	
			9002781681	Supplies, Safety	98.52	0.00	98.52	
			9003427516	Electrical Parts & Supplies	82.54	0.00	82.54	
			9004060613	General Supplies	417.92	0.00	417.92	
			9005932844	Clothing, Uniforms & Access	886.74	0.00	886.74	
			9006090089	Hand Tools	145.77	0.00	145.77	
			9006090097	Electrical Parts & Supplies	1,399.62	0.00	1,399.62	
			9006531504	Hand Tools	52.13	0.00	52.13	
			9007113906	Miscellaneous Equipment Parts & Supplies	39.02	0.00	39.02	
			9007374409	Electrical Parts & Supplies	19.31	0.00	19.31	
			9008517105	Parts, Vehicles & Motor Equip	27.91	0.00	27.91	
			9010387000	Supplies, Safety	59.97	0.00	59.97	
			9011293413	Miscellaneous Equipment Parts & Supplies	486.56	0.00	486.56	

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			9012743432	Miscellaneous Equipment Parts & Supplies	92.29		0.00	92.29	
			9930313425	Hand Tools	144.40		0.00	144.40	
			9930368296	Supplies, Safety	123.05		0.00	123.05	
			9930469110	Hand Tools	7.30		0.00	7.30	
			9930597563	Hand Tools	83.83		0.00	83.83	
			9930597571	Hand Tools	54.73		0.00	54.73	
			9930597589	Miscellaneous Equipment Parts & Supplies	54.73		0.00	54.73	
			9930597597	Miscellaneous Equipment Parts & Supplies	54.73		0.00	54.73	
			9931120738	General Supplies	131.90		0.00	131.90	
			9931473848	Supplies, Safety	101.28		0.00	101.28	
			9932578033	Miscellaneous Equipment Parts & Supplies	75.69		0.00	75.69	
			9932634547	Parts, Vehicles & Motor Equip	17.81		0.00	17.81	
			9936130526	Computer Hardware	114.13		0.00	114.13	
			9936130534	Computer Hardware	5.78		0.00	5.78	
			9936195289	Hand Tools	143.72		0.00	143.72	
			9937393479	Parts, Vehicles & Motor Equip	132.42		0.00	132.42	
			9938326437	Parts, Vehicles & Motor Equip	113.32		0.00	113.32	
			9939560877	Supplies, Safety	985.29		0.00	985.29	
100277734	2/18/16	PACIFIC GAS & ELECTRIC CO	05225890200116	Utilities - Gas	202.43		0.00	202.43	\$58,508.03
			05225892760116	Utilities - Electric	2,790.20		0.00	2,790.20	
			06075131481115	Utilities - Electric	0.43		0.00	0.43	
			06075133000116	Utilities - Electric	10.94		0.00	10.94	
			14823837850116	Utilities - Electric	66.99		0.00	66.99	
			18068041900116	Utilities - Electric	112.62		0.00	112.62	
			19867842520116	Utilities - Electric	43.48		0.00	43.48	
			32725920070116	Utilities - Electric	13.85		0.00	13.85	
			32725920350116	Utilities - Gas	8.93		0.00	8.93	
			32725920630116	Utilities - Electric	196.15		0.00	196.15	
			32725921320116	Utilities - Electric	208.64		0.00	208.64	
			32725921480116	Utilities - Electric	255.87		0.00	255.87	
			32725921490116	Utilities - Electric	11.91		0.00	11.91	

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			32725921600116	Utilities - Gas	110.79	0.00	110.79	
			32725921800116	Utilities - Electric	17.95	0.00	17.95	
			32725921980116	Utilities - Electric	854.40	0.00	854.40	
			32725922050116	Utilities - Electric	25.48	0.00	25.48	
			32725922090116	Utilities - Electric	1,863.87	0.00	1,863.87	
			32725922410116	Utilities - Electric	1,193.56	0.00	1,193.56	
			32725922520116	Utilities - Electric	472.46	0.00	472.46	
			32725923330116	Utilities - Gas	22.71	0.00	22.71	
			32725923350116	Utilities - Electric	170.73	0.00	170.73	
			32725923400116	Utilities - Electric	23.74	0.00	23.74	
			32725923710116	Utilities - Electric	12.32	0.00	12.32	
			32725923770116	Utilities - Electric	59.84	0.00	59.84	
			32725924170116	Utilities - Electric	22.19	0.00	22.19	
			32725924970116	Utilities - Electric	15.00	0.00	15.00	
			32725925000116	Utilities - Electric	913.55	0.00	913.55	
			32725925230116	Utilities - Electric	71.74	0.00	71.74	
			32725925370116	Utilities - Electric	238.86	0.00	238.86	
			32725925630116	Utilities - Electric	781.45	0.00	781.45	
			32725925890116	Utilities - Electric	105.33	0.00	105.33	
			32725925920116	Utilities - Electric	539.72	0.00	539.72	
			32725926210116	Utilities - Electric	414.95	0.00	414.95	
			32725926440116	Utilities - Electric	1,264.56	0.00	1,264.56	
			32725926470116	Utilities - Electric	1,038.18	0.00	1,038.18	
			32725926950116	Utilities - Electric	33.88	0.00	33.88	
			32725927040116	Utilities - Electric	12.61	0.00	12.61	
			32725927340116	Utilities - Electric	683.08	0.00	683.08	
			32725927360116	Utilities - Gas	149.53	0.00	149.53	
			32725927380116	Utilities - Electric	137.47	0.00	137.47	
			32725927400116	Utilities - Electric	71.75	0.00	71.75	
			32725927510116	Utilities - Electric	888.96	0.00	888.96	
			32725928250116	Utilities - Electric	21.97	0.00	21.97	

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			32725928590116	Utilities - Electric	219.02	0.00	219.02	
			32725929220116	Utilities - Electric	692.62	0.00	692.62	
			32725929280116	Utilities - Electric	42.43	0.00	42.43	
			32725929750116	Utilities - Electric	142.51	0.00	142.51	
			38257235830116	Utilities - Electric	9.72	0.00	9.72	
			39509111000116	Utilities - Electric	51.05	0.00	51.05	
			43142590150116	Utilities - Gas	8.12	0.00	8.12	
			43142590250116	Utilities - Gas	2,479.22	0.00	2,479.22	
			43142590300116	Utilities - Gas	8.38	0.00	8.38	
			43142597200116	Utilities - Electric	1,105.43	0.00	1,105.43	
			43142597640116	Utilities - Electric	1,759.10	0.00	1,759.10	
			48131400740116	Utilities - Electric	10.51	0.00	10.51	
			52896844240116	Utilities - Gas	388.09	0.00	388.09	
			52896847890116	Utilities - Electric	978.83	0.00	978.83	
			56892570120116	Utilities - Electric	14.67	0.00	14.67	
			56892570470116	Utilities - Electric	12.17	0.00	12.17	
			56892570610116	Utilities - Electric	13.86	0.00	13.86	
			56892570850116	Utilities - Electric	9.86	0.00	9.86	
			56892571500116	Utilities - Electric	10.53	0.00	10.53	
			56892572230116	Utilities - Electric	10.18	0.00	10.18	
			56892573210116	Utilities - Electric	12.09	0.00	12.09	
			56892573280116	Utilities - Electric	10.18	0.00	10.18	
			56892573340116	Utilities - Electric	11.86	0.00	11.86	
			56892573450116	Utilities - Electric	10.18	0.00	10.18	
			56892574540116	Utilities - Electric	12.30	0.00	12.30	
			56892574610116	Utilities - Electric	12.55	0.00	12.55	
			56892574690116	Utilities - Electric	12.32	0.00	12.32	
			56892574720116	Utilities - Electric	12.17	0.00	12.17	
			56892574930116	Utilities - Electric	12.07	0.00	12.07	
			56892575240116	Utilities - Electric	12.24	0.00	12.24	
			56892575250116	Utilities - Electric	12.55	0.00	12.55	

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			56892575560116	Utilities - Electric	12.60	0.00	12.60	
			56892575840116	Utilities - Electric	14.01	0.00	14.01	
			56892576280116	Utilities - Electric	12.35	0.00	12.35	
			56892576480116	Utilities - Electric	12.98	0.00	12.98	
			56892576590116	Utilities - Electric	10.18	0.00	10.18	
			56892576690116	Utilities - Electric	12.48	0.00	12.48	
			56892577220116	Utilities - Electric	12.19	0.00	12.19	
			56892577390116	Utilities - Electric	12.67	0.00	12.67	
			56892578180116	Utilities - Electric	10.50	0.00	10.50	
			56892578670116	Utilities - Electric	12.06	0.00	12.06	
			56892578890116	Utilities - Electric	12.13	0.00	12.13	
			56892579010116	Utilities - Electric	10.18	0.00	10.18	
			56892579640116	Utilities - Electric	12.30	0.00	12.30	
			56892579810116	Utilities - Electric	12.26	0.00	12.26	
			60225900550116	Utilities - Electric	477.09	0.00	477.09	
			60225900760116	Utilities - Electric	1,397.61	0.00	1,397.61	
			60225901000116	Utilities - Electric	10.84	0.00	10.84	
			60225901010116	Utilities - Electric	490.84	0.00	490.84	
			60225901100116	Utilities - Gas	528.04	0.00	528.04	
			60225901310116	Utilities - Electric	13.47	0.00	13.47	
			60225902290116	Utilities - Electric	26.95	0.00	26.95	
			60225902530116	Utilities - Electric	9,362.45	0.00	9,362.45	
			60225902950116	Utilities - Electric	24.41	0.00	24.41	
			60225903550116	Utilities - Electric	191.67	0.00	191.67	
			60225904240116	Utilities - Electric	12.24	0.00	12.24	
			60225905410116	Utilities - Electric	28.68	0.00	28.68	
			60225906090116	Utilities - Electric	1,904.58	0.00	1,904.58	
			60225906510116	Utilities - Electric	2,882.73	0.00	2,882.73	
			60225906590116	Utilities - Electric	1,204.15	0.00	1,204.15	
			60225906780116	Utilities - Electric	9,322.21	0.00	9,322.21	
			60225907690116	Utilities - Electric	225.30	0.00	225.30	

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			60225907730116	Utilities - Electric	25.60	0.00	25.60	
			60225908170116	Utilities - Electric	26.27	0.00	26.27	
			60225908610116	Utilities - Electric	31.85	0.00	31.85	
			60225908940116	Utilities - Electric	43.70	0.00	43.70	
			60225909720116	Utilities - Electric	12.12	0.00	12.12	
			91475900450116	Utilities - Gas	231.18	0.00	231.18	
			91475903190116	Utilities - Electric	97.75	0.00	97.75	
			91475904100116	Utilities - Electric	723.94	0.00	723.94	
			91475904310116	Utilities - Electric	722.18	0.00	722.18	
			91475907050116	Utilities - Electric	217.32	0.00	217.32	
			91475907470116	Utilities - Electric	690.72	0.00	690.72	
			91475908690116	Utilities - Electric	459.16	0.00	459.16	
			91475909640116	Utilities - Electric	1,969.81	0.00	1,969.81	
			91475909790116	Utilities - Electric	732.40	0.00	732.40	
100277744	2/18/16	SANTA CLARA COUNTY CLERK-RECORDER	STEVENSCKTR AIL	Miscellaneous Services	50.00	0.00	50.00	\$50.00
100277745	2/18/16	SOUTH BAY REGIONAL PUBLIC SAFETY	031916-032016	Training and Conferences	350.00	0.00	350.00	\$350.00
100277746	2/18/16	STATE WATER RESOURCES CONTROL BOARD	193406-BB-GR2	Membership Fees	20.00	0.00	20.00	\$20.00
100277747	2/18/16	ALL BAY FACILITIES SERVICES INC	BL070575 CRBAL	Business License Tax	187.18	0.00	187.18	\$187.18
100277748	2/18/16	BEHDAD JAFARI	2013-9229	Deposits Payable - Miscellaneous	1,190.00	0.00	1,190.00	\$9,990.00
			2013-9233	Deposits Payable - Miscellaneous > \$10K	8,800.00	0.00	8,800.00	
100277749	2/18/16	CANTON PROSPECT INC	BL067964 CRBAL	Business License Tax	40.76	0.00	40.76	\$40.76
100277750	2/18/16	DOYLE'S WORK COMPANY	BL067575 CRBAL	Business License Tax	358.88	0.00	358.88	\$358.88
100277751	2/18/16	FHS ATHLETIC BOOSTER	300256	Refund Recreation Fees	1,000.00	0.00	1,000.00	\$1,000.00
100277752	2/18/16	HOMETEC ARCHITECTURE INC	BL067109 CRBAL	Business License Tax	72.19	0.00	72.19	\$72.19
100277753	2/18/16	JAPAN RELOCATION INC	BL048542 CRBAL	Business License Tax	116.48	0.00	116.48	\$116.48

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100277754	2/18/16	JBGCOM SUNNYVALE INVESTORS LLC	BL066492	Business License Tax	511.45	0.00	511.45	\$511.45
			CRBAL					
100277755	2/18/16	PIXLEY CONSTRUCTION	BL067434	Business License Tax	27.88	0.00	27.88	\$27.88
			CRBAL					
100277756	2/18/16	RES-COM INSULATION INC	BL054147	Business License Tax	72.19	0.00	72.19	\$72.19
			CRBAL					
100277757	2/18/16	SHORETEL INC	BL056949	Business License Tax	19,916.02	0.00	19,916.02	\$19,916.02
			CRBAL					
100277758	2/18/16	TIME LIMOUSINE	BL056199	Business License Tax	35.14	0.00	35.14	\$35.14
			CRBAL					
950002465	2/19/16	INTERNAL REVENUE SERVICE	950002465	Employer Taxes - FICA - Total	277.57	0.00	277.57	\$52,685.84
			950002465	Employer Taxes - Medicare - Total	52,408.27	0.00	52,408.27	
950002466	2/18/16	ICMA RETIREMENT CORP	950002466	Retirement Benefits - Deferred Comp - City Portion	10,743.33	0.00	10,743.33	\$11,833.79
			950002466	Retirement Benefits - PARS	1,090.46	0.00	1,090.46	
950100567	2/18/16	SPECIALTY SOLID WASTE & RECYCLING INC	JAN2016	Franchise - Specialty Garbage	-154,151.98	0.00	-154,151.98	\$1,358,306.95
			JAN2016	Refuse Serv Fees - Specialty	-120,884.50	0.00	-120,884.50	
			JAN2016	Pymt to Franch Garb Collector	1,633,343.43	0.00	1,633,343.43	
950100568	2/18/16	BAY COUNTIES WASTE SERVICES	DEC2015	Curbside Revenues - Sunnyvale Portion	-32,987.28	0.00	-32,987.28	\$1,049,334.68
			DEC2015	Host Fees - SMaRT Station - Public Haul Fees	-5,488.22	0.00	-5,488.22	
			DEC2015	MRF Revenues - SMaRT	-21,991.52	0.00	-21,991.52	
			DEC2015	Kirby Canyon SMaRT Operator	-71,125.23	0.00	-71,125.23	
			DEC2015	Yardwaste - Mountain View	10,432.49	0.00	10,432.49	
			DEC2015	Yardwaste - Palo Alto	3,374.31	0.00	3,374.31	
			DEC2015	Yardwaste - Sunnyvale	18,351.78	0.00	18,351.78	
			DEC2015	Consultants	3,367.44	0.00	3,367.44	
			DEC2015	Facilities Equipment	60,421.64	0.00	60,421.64	
			DEC2015	General Supplies	1,047.74	0.00	1,047.74	
			DEC2015	HazMat Disposal - Hazardous Waste Disposal	14,617.35	0.00	14,617.35	
			DEC2015	Miscellaneous Services	7,696.58	0.00	7,696.58	
			DEC2015	SMaRT Contractor Payment	1,061,617.60	0.00	1,061,617.60	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
Grand Total Payment Amount								\$4,025,718.25

List of All Claims and Bills Approved for Payment
For Payments Dated 2/21/2016 through 2/27/2016

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
2106982	2/25/16	AIMEE FOSBENNER	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	258.21	0.00	258.21	\$258.21
2106983	2/25/16	ALEX MICHAELIS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2106984	2/25/16	ANNABEL YURUTUCU	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	539.34	0.00	539.34	\$539.34
2106985	2/25/16	BYRON K PIPKIN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,031.03	0.00	1,031.03	\$1,031.03
2106986	2/25/16	CATHY E MERRILL	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	258.21	0.00	258.21	\$258.21
2106987	2/25/16	CATHY HAYNES	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,317.77	0.00	1,317.77	\$1,317.77
2106988	2/25/16	CHARLES J SCHWABE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2106989	2/25/16	CHERYL BUNNELL	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	734.97	0.00	734.97	\$734.97
2106990	2/25/16	CHRIS CARRION	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	734.97	0.00	734.97	\$734.97
2106991	2/25/16	CORYN CAMPBELL	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	346.56	0.00	346.56	\$346.56
2106992	2/25/16	DAN HAMMONS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,274.39	0.00	1,274.39	\$1,274.39
2106993	2/25/16	DAVID A LEWIS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,020.57	0.00	1,020.57	\$1,020.57
2106994	2/25/16	DAVID KAHN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	867.84	0.00	867.84	\$867.84
2106995	2/25/16	DAVID L NIETO	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	539.34	0.00	539.34	\$539.34
2106996	2/25/16	DAVID L VERBRUGGE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	\$1,884.10
2106997	2/25/16	DAVID M GOTT	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	346.56	0.00	346.56	\$346.56
2106998	2/25/16	DEE SCHABOT	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,274.39	0.00	1,274.39	\$1,274.39

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2106999	2/25/16	DON JOHNSON	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	492.65	0.00	492.65	\$492.65
2107000	2/25/16	DONALD R OLSEN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107001	2/25/16	DONNA A SCOTT	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107002	2/25/16	DOUGLAS MELLO	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	518.45	0.00	518.45	\$518.45
2107003	2/25/16	ENCARNACION HERNANDEZ	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	233.72	0.00	233.72	\$233.72
2107004	2/25/16	ERWIN YOUNG	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,052.90	0.00	1,052.90	\$1,052.90
2107005	2/25/16	ESTRELLA AGRAVIADOR KAWCZYNSKI	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	621.47	0.00	621.47	\$621.47
2107006	2/25/16	EUGENE J WADDELL	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,091.71	0.00	1,091.71	\$1,091.71
2107007	2/25/16	FRANK CURTIS BLACK	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	551.77	0.00	551.77	\$551.77
2107008	2/25/16	FRANK P BELLUCCI	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107009	2/25/16	GABRIEL A SILVA	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107010	2/25/16	GARY K CARLS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	406.77	0.00	406.77	\$406.77
2107011	2/25/16	GARY LUEBBERS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	346.56	0.00	346.56	\$346.56
2107012	2/25/16	GLENN FORTIN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	\$641.03
2107013	2/25/16	GREGORY E KEVIN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	\$641.03
2107014	2/25/16	HIRA L RAINA	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	406.77	0.00	406.77	\$406.77
2107015	2/25/16	IRWIN I BAKIN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107016	2/25/16	JAMES A BRICE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
2107017	2/25/16	JAMES BOUZIANE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	635.01	0.00	635.01	\$635.01
2107018	2/25/16	JAMES R RAND	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107019	2/25/16	JAMES WEBB JR	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	285.73	0.00	285.73	\$285.73
2107020	2/25/16	JEROME P AMMERMAN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	734.97	0.00	734.97	\$734.97
2107021	2/25/16	JERRY D BAKER	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107022	2/25/16	JERRY RONDEAU	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107023	2/25/16	JOHN ADDEO	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107024	2/25/16	JOHN DEBATTISTA	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	734.97	0.00	734.97	\$734.97
2107025	2/25/16	JOHN HOWE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	539.34	0.00	539.34	\$539.34
2107026	2/25/16	JOHN S WITTHAUS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	\$1,884.10
2107027	2/25/16	KAREN D WILLES	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107028	2/25/16	KAREN L DAVIS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	131.30	0.00	131.30	\$131.30
2107029	2/25/16	KAREN WOBLESKY	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,020.57	0.00	1,020.57	\$1,020.57
2107030	2/25/16	KATHERINE B CHAPPELEAR	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107031	2/25/16	KATHRYN BERRY	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,274.39	0.00	1,274.39	\$1,274.39
2107032	2/25/16	KELLY FITZGERALD	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	\$641.03
2107033	2/25/16	KELLY MENEHAN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	131.30	0.00	131.30	\$131.30
2107034	2/25/16	KENNETH C HOWELL	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11

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2107035	2/25/16	LELAND W VANDIVER	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107036	2/25/16	MARIO R NAPPI	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107037	2/25/16	MARK G PETERSEN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,554.13	0.00	1,554.13	\$1,554.13
2107038	2/25/16	MARK STIVERS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,031.03	0.00	1,031.03	\$1,031.03
2107039	2/25/16	MARVIN A ROSE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	\$1,884.10
2107040	2/25/16	MICHAEL A CHAN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	\$1,884.10
2107041	2/25/16	MICHAEL CURRAN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	518.45	0.00	518.45	\$518.45
2107042	2/25/16	MICHAEL N JONES	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107043	2/25/16	MYRIAM CASTANEDA	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,072.90	0.00	1,072.90	\$1,072.90
2107044	2/25/16	NANCY BOLGARD STEWARD	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,020.57	0.00	1,020.57	\$1,020.57
2107045	2/25/16	NANCY F JACKSON	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107046	2/25/16	OSCAR J BARBA	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107047	2/25/16	PATRICIA E CASTILLO	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107048	2/25/16	RAE BARBARA WALDMAN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107049	2/25/16	RAYMOND C WILLIAMSON	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	346.56	0.00	346.56	\$346.56
2107050	2/25/16	RICHARD C GURNEY	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	539.34	0.00	539.34	\$539.34
2107051	2/25/16	ROBERT PATERNOSTER	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	316.98	0.00	316.98	\$316.98
2107052	2/25/16	ROMOLA GEORGIA	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11

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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
2107053	2/25/16	RONALD DALBA	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	\$641.03
2107054	2/25/16	SCOTT MORTON	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,182.85	0.00	1,182.85	\$1,182.85
2107055	2/25/16	SIMON C LEMUS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,554.13	0.00	1,554.13	\$1,554.13
2107056	2/25/16	SONJA GUPTE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107057	2/25/16	STEVEN D PIGOTT	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	591.67	0.00	591.67	\$591.67
2107058	2/25/16	TAMMY PARKHURST	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	635.01	0.00	635.01	\$635.01
2107059	2/25/16	THEODORE R BRESLER	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107060	2/25/16	THERESE BALBO	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	944.69	0.00	944.69	\$944.69
2107061	2/25/16	THOMAS A BAISLEY	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107062	2/25/16	TIM CARLYLE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	\$641.03
2107063	2/25/16	TIM JOHNSON	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	\$641.03
2107064	2/25/16	TONY J PEREZ	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	518.45	0.00	518.45	\$518.45
2107065	2/25/16	WILLIAM BIELINSKI	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	492.65	0.00	492.65	\$492.65
2107066	2/25/16	WILLIAM F POWERS	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
2107067	2/25/16	WILLIAM L DISQUE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	536.22	0.00	536.22	\$536.22
100277759	2/23/16	A T & T	JAN2016	Utilities - Telephone	107.82	0.00	107.82	\$107.82
100277760	2/23/16	AMA GOLF	136197	Inventory Purchase	400.62	0.00	400.62	\$400.62
100277761	2/23/16	AT&T	JAN2016	Software As a Service	200.43	0.00	200.43	\$200.43
100277762	2/23/16	AT&T	01/11-02/10/16	Comm Equip Maintain & Repair - Materials 2	721.01	0.00	721.01	\$992.00

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			01/17-02/16/16	Utilities - Mobile Phones - City Mobile Phones	270.99	0.00	270.99	
100277763	2/23/16	ACCESS HARDWARE	5614655-IN	Bldg Maint Matls & Supplies	166.01	0.00	166.01	\$166.01
100277764	2/23/16	ACE FIRE EQUIPMENT & SERVICE CO INC	3253	Facilities Maint & Repair - Labor	160.78	0.00	160.78	\$160.78
100277765	2/23/16	ADAMSON POLICE PRODUCTS	INV185031	Ammunition	29.98	0.00	29.98	\$7,268.11
			INV185031	Clothing, Uniforms & Access	4.59	0.00	4.59	
			INV196385	Ammunition	1,353.36	0.00	1,353.36	
			INV196385	Clothing, Uniforms & Access	207.21	0.00	207.21	
			INV196393	Ammunition	177.23	0.00	177.23	
			INV196393	Clothing, Uniforms & Access	27.13	0.00	27.13	
			INV202871	Ammunition	936.77	0.00	936.77	
			INV202871	Clothing, Uniforms & Access	263.39	0.00	263.39	
			INV202875	Ammunition	3,331.68	0.00	3,331.68	
			INV202875	Clothing, Uniforms & Access	936.77	0.00	936.77	
100277766	2/23/16	ADVANCED CHEMICAL TRANSPORT INC	94805	HazMat Disposal - Hazardous Waste Disposal	3,674.97	0.00	3,674.97	\$3,674.97
100277767	2/23/16	AIR EXCHANGE INC	37718	Facilities Maint & Repair - Labor	1,484.64	0.00	1,484.64	\$2,335.07
			37718	Facilities Maint & Repair - Materials	850.43	0.00	850.43	
100277768	2/23/16	ALTA PLANNING + DESIGN INC	00-2015-294-1	Consultants	2,623.50	0.00	2,623.50	\$2,623.50
100277769	2/23/16	ALTAWARE INC	9283	Software Licensing & Support	1,190.00	0.00	1,190.00	\$1,190.00
100277770	2/23/16	BADGER METER INC	1079350	Inventory Purchase	4,576.50	0.00	4,576.50	\$4,896.50
			80004921	Water Meters	320.00	0.00	320.00	
100277771	2/23/16	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005645073	Advertising Services	306.00	0.00	306.00	\$1,893.50
			0005650190	Advertising Services	320.00	0.00	320.00	
			0005651182	Advertising Services	197.00	0.00	197.00	
			0005651193	Advertising Services	682.50	0.00	682.50	
			0005656223	Advertising Services	127.00	0.00	127.00	
			0005660182	Advertising Services	261.00	0.00	261.00	
100277772	2/23/16	BAY-VALLEY PEST CONTROL INC	0202016	Services Maintain Land Improv	58.00	0.00	58.00	\$1,150.00
			0202376	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0202377	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0202378	Facilities Maint & Repair - Labor	43.00	0.00	43.00	

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			0202379	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0202380	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0202381	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0202382	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0202386	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0202388	Facilities Maint & Repair - Labor	32.00	0.00	32.00	
			0202389	Facilities Maint & Repair - Labor	56.00	0.00	56.00	
			0202391	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0202392	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0202394	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0202395	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0202396	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0202414	Services Maintain Land Improv	120.00	0.00	120.00	
			0202419	Services Maintain Land Improv	58.00	0.00	58.00	
			0202425	Services Maintain Land Improv	120.00	0.00	120.00	
			0202681	Facilities Maint & Repair - Labor	120.00	0.00	120.00	
100277774	2/23/16	BERT S ESPINOSA	BLJAN2016	Medical Services	3,750.00	0.00	3,750.00	\$3,750.00
100277775	2/23/16	BOUND TREE MEDICAL LLC	82053778	Inventory Purchase	1,990.13	0.00	1,990.13	\$2,153.30
			82053779	Inventory Purchase	163.17	0.00	163.17	
100277776	2/23/16	BROWNELLS INC	12123529.01	General Supplies	88.34	0.00	88.34	\$88.34
100277777	2/23/16	CALIFORNIA COOKING INC	10818	Equipment Rental/Lease	216.41	0.00	216.41	\$216.41
100277778	2/23/16	CALIFORNIA SPORTS CENTER	CSC0116	Rec Instructors/Officials	45,916.27	0.00	45,916.27	\$45,916.27
100277779	2/23/16	CALTEST ANALYTICAL LABORATORY	555174	Water Lab Services	236.70	0.00	236.70	\$236.70
100277780	2/23/16	CENTURY GRAPHICS	43662	Clothing, Uniforms & Access	396.69	0.00	396.69	\$1,213.74
			43663	Clothing, Uniforms & Access	329.85	0.00	329.85	
			43664	Clothing, Uniforms & Access	121.80	0.00	121.80	
			43665	Clothing, Uniforms & Access	243.60	0.00	243.60	
			43680	Clothing, Uniforms & Access	121.80	0.00	121.80	
100277781	2/23/16	CODY ANDERSON WASNEY ARCHITECTS INC	1115.14006	Consultants	116,017.00	0.00	116,017.00	\$116,017.00
100277782	2/23/16	CORIX WATER PRODUCTS (US) INC	17613002400	Materials - Land Improve	220.67	0.00	220.67	\$20,432.51

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			17613002571	Materials - Land Improve	189.09	0.00	189.09	
			17613003228	Inventory Purchase	844.22	7.76	836.46	
			17613003229	Inventory Purchase	17,391.41	159.92	17,231.49	
			17613003230	Construction Services	1,935.95	0.00	1,935.95	
			17613003231	Inventory Purchase	19.03	0.18	18.85	
100277783	2/23/16	COUNTY OF SANTA CLARA FINANCE DEPT	1800050878	Contracts/Service Agreements	97,792.00	0.00	97,792.00	\$97,792.00
100277784	2/23/16	CU SOLUTIONS INC	0499	Miscellaneous Services	12,489.00	0.00	12,489.00	\$12,489.00
100277785	2/23/16	DAPPER TIRE CO INC	42899474	Inventory Purchase	710.48	0.00	710.48	\$710.48
100277786	2/23/16	DEL GAVIO GROUP	7719	Bldg Maint Matls & Supplies	190.00	0.00	190.00	\$2,806.40
			7719	Facilities Maint & Repair - Labor	700.00	0.00	700.00	
			7719	Facilities Maint & Repair - Materials	861.60	0.00	861.60	
			7720	Bldg Maint Matls & Supplies	413.25	0.00	413.25	
			7739	Bldg Maint Matls & Supplies	641.55	0.00	641.55	
100277787	2/23/16	DELL MARKETING LP	XJWJDTWT7	DED Equipment Replacement	1,881.65	0.00	1,881.65	\$1,881.65
100277789	2/23/16	EMPIRE SAFETY & SUPPLY	0078497-IN	Inventory Purchase	10.24	0.00	10.24	\$10.24
100277790	2/23/16	FISHER SCIENTIFIC CO LLC	0613195	General Supplies	63.44	0.00	63.44	\$1,638.22
			0745786	General Supplies	54.65	0.00	54.65	
			1173653	General Supplies	1,002.48	0.00	1,002.48	
			1173654	General Supplies	517.65	0.00	517.65	
100277791	2/23/16	FITGUARD INC	0000110705	Facilities Maint & Repair - Labor	145.00	0.00	145.00	\$145.00
100277792	2/23/16	FOSTER BROS SECURITY SYSTEMS INC	276680	Bldg Maint Matls & Supplies	81.79	0.00	81.79	\$1,264.99
			276727	Bldg Maint Matls & Supplies	1,183.20	0.00	1,183.20	
100277793	2/23/16	GRM INFORMATION MANAGEMENT SERVICES	0072361	Miscellaneous Services	190.00	0.00	190.00	\$190.00
100277794	2/23/16	GRAINGER	9019487702	Inventory Purchase	369.58	0.00	369.58	\$235.77
			9021222725	Inventory Purchase	-369.58	0.00	-369.58	
			9021586707	Inventory Purchase	235.77	0.00	235.77	
100277795	2/23/16	GRANITE CONSTRUCTION CO	935767	Materials - Land Improve	850.32	0.00	850.32	\$2,163.48
			935864	Materials - Land Improve	771.91	0.00	771.91	
			936921	Materials - Land Improve	541.25	0.00	541.25	
100277796	2/23/16	GRANITEROCK CO	942558	Materials - Land Improve	562.44	0.00	562.44	\$562.44

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100277797	2/23/16	H & R PLUMBING AND DRAIN CLEANING INC	1672	Construction Services	24,300.00	0.00	24,300.00	\$24,300.00
100277798	2/23/16	HACH CO INC	9712533	General Supplies	283.14	0.00	283.14	\$844.15
			9713098	General Supplies	193.31	0.00	193.31	
			9717257	General Supplies	367.70	0.00	367.70	
100277799	2/23/16	HYDROSCIENCE ENGINEERS INC	262016003	Professional Services	10,215.00	0.00	10,215.00	\$10,215.00
100277800	2/23/16	ITRON INC	404555	Inventory Purchase	8,676.00	0.00	8,676.00	\$8,676.00
100277801	2/23/16	INDEPENDENT ELECTRIC SUPPLY INC	S102667607.001	General Supplies	430.26	0.00	430.26	\$430.26
100277802	2/23/16	INFORMATION SERVICES DEPT	ISD-37801	Software As a Service	1,783.20	0.00	1,783.20	\$1,783.20
100277803	2/23/16	INSERV CO INC	55217	Facilities Maint & Repair - Labor	1,436.59	0.00	1,436.59	\$1,436.59
100277804	2/23/16	INSIGHT PUBLIC SECTOR INC	1100459603	Hardware Maintenance	51,081.93	0.00	51,081.93	\$53,886.93
			1100460830	Software Licensing & Support	2,805.00	0.00	2,805.00	
100277805	2/23/16	IRVINE & JACHENS INC	1273	Clothing, Uniforms & Access	1,187.94	0.00	1,187.94	\$1,187.94
100277806	2/23/16	JAVELCO EQUIPMENT SERVICE INC	50378	Inventory Purchase	65.16	0.00	65.16	\$65.16
100277807	2/23/16	JOHNSON ROBERTS & ASSOC INC	127711	Investigation Expense	145.00	0.00	145.00	\$145.00
100277808	2/23/16	KPM CONSULTING LLC	JAN16R-STAS	Construction Services	50.22	0.00	50.22	\$5,550.22
			JAN16-STAS	Construction Services	5,500.00	0.00	5,500.00	
100277809	2/23/16	KAR PAO CHAN	0027-6253-7540	DED Services/Training - Support Services	180.00	0.00	180.00	\$180.00
100277810	2/23/16	KELLY MOORE PAINT CO INC	820-283986	Bldg Maint Matls & Supplies	163.94	0.00	163.94	\$163.94
100277811	2/23/16	KELLY PAPER CO	7724646	General Supplies	2,019.92	0.00	2,019.92	\$586.27
			7743184	General Supplies	-2,019.92	0.00	-2,019.92	
			7745362	General Supplies	-274.05	0.00	-274.05	
			7754558	General Supplies	447.07	0.00	447.07	
			7757333	General Supplies	413.25	0.00	413.25	
100277812	2/23/16	KEYSER MARSTON ASSOC INC	0028970	Financial Services	6,823.75	0.00	6,823.75	\$30,673.75
			0029146	Financial Services	7,348.75	0.00	7,348.75	
			0029255	Financial Services	16,501.25	0.00	16,501.25	
100277813	2/23/16	KOHLWEISS AUTO PARTS INC	01OR4103	Inventory Purchase	826.52	16.53	809.99	\$809.99
100277814	2/23/16	L N CURTIS & SONS INC	1383787-01	Inventory Purchase	261.00	0.00	261.00	\$2,911.23
			1385863-00	Inventory Purchase	1,919.43	0.00	1,919.43	
			1386063-00	Inventory Purchase	730.80	0.00	730.80	

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100277815	2/23/16	LC ACTION POLICE SUPPLY	343555	General Supplies	162.04	0.00	162.04	\$3,959.54
			343556	General Supplies	2,601.30	0.00	2,601.30	
			343999	General Supplies	380.63	0.00	380.63	
			344315	General Supplies	97.82	0.00	97.82	
			344711	General Supplies	717.75	0.00	717.75	
100277816	2/23/16	LEAN ENERGY US	201680	Professional Services	2,495.46	0.00	2,495.46	\$2,495.46
100277817	2/23/16	LANGUAGE LINE SERVICES	3760756	Miscellaneous Services	699.07	0.00	699.07	\$699.07
100277818	2/23/16	LEHR AUTO ELECTRIC	01 120620	Vehicles & Motorized Equip	215.39	0.00	215.39	\$331.82
			01 120634	Parts, Vehicles & Motor Equip	116.43	0.00	116.43	
100277819	2/23/16	LEXISNEXIS RISK SOLUTIONS	1409790-160131	Financial Services	130.00	0.00	130.00	\$130.00
100277820	2/23/16	MALLORY SAFETY & SUPPLY LLC	4039951	Inventory Purchase	58.73	0.00	58.73	\$128.06
			4040656	Inventory Purchase	69.33	0.00	69.33	
100277821	2/23/16	MCMaster CARR SUPPLY CO	49727016	Miscellaneous Equipment Parts & Supplies	75.76	0.00	75.76	\$207.31
			49800069	Chemicals	116.55	0.00	116.55	
			49892242	Miscellaneous Equipment Parts & Supplies	15.00	0.00	15.00	
100277822	2/23/16	METRO MOBILE COMMUNICATIONS	37733	Clothing, Uniforms & Access	1,290.83	0.00	1,290.83	\$1,290.83
100277823	2/23/16	METROPOLITAN PLANNING GROUP	2293A	Professional Services	3,281.25	0.00	3,281.25	\$46,638.25
			2293B	Professional Services	12,446.25	0.00	12,446.25	
			2293C	Professional Services	1,955.00	0.00	1,955.00	
			2294A	Professional Services	1,843.75	0.00	1,843.75	
			2294B	Professional Services	8,720.00	0.00	8,720.00	
			2318	Professional Services	18,392.00	0.00	18,392.00	
100277825	2/23/16	MIDWEST TAPE	93610174	Library Acquis, Audio/Visual	273.87	0.00	273.87	\$3,566.55
			93632446	Library Acquis, Audio/Visual	70.88	0.00	70.88	
			93632447	Library Acquis, Audio/Visual	190.69	0.00	190.69	
			93633254	Library Acquis, Audio/Visual	87.67	0.00	87.67	
			93634597	Library Acquis, Audio/Visual	38.06	0.00	38.06	
			93635258	Library Acquis, Audio/Visual	576.18	0.00	576.18	
			93635259	Library Acquis, Audio/Visual	38.06	0.00	38.06	
			93652057	Library Acquis, Audio/Visual	216.84	0.00	216.84	
			93652058	Library Acquis, Audio/Visual	465.47	0.00	465.47	

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			93652653	Library Acquis, Audio/Visual	1,148.90	0.00	1,148.90	
			93652654	Library Acquis, Audio/Visual	233.42	0.00	233.42	
			93652656	Library Acquis, Audio/Visual	226.51	0.00	226.51	
100277826	2/23/16	MUNICIPAL MAINTENANCE EQUIPMENT INC	0107258-IN	Parts, Vehicles & Motor Equip	206.68	0.00	206.68	\$1,811.12
			0107374-IN	Parts, Vehicles & Motor Equip	680.99	0.00	680.99	
			0107428-IN	Parts, Vehicles & Motor Equip	56.50	0.00	56.50	
			0107438-IN	Parts, Vehicles & Motor Equip	686.78	0.00	686.78	
			0107667-IN	Parts, Vehicles & Motor Equip	180.17	0.00	180.17	
100277828	2/23/16	NET TRANSCRIPTS INC	0006052-IN	Investigation Expense	334.50	0.00	334.50	\$334.50
100277829	2/23/16	ON ASSIGNMENT LAB SUPPORT	LAB550150732	Salaries - Contract Personnel	1,200.00	0.00	1,200.00	\$2,400.00
			LAB550153124	Salaries - Contract Personnel	1,200.00	0.00	1,200.00	
100277830	2/23/16	OVERDRIVE INC	0910-000108580	Library Periodicals/Databases	17.99	0.00	17.99	\$17.99
100277831	2/23/16	P&R PAPER SUPPLY CO INC	30067785-00	Inventory Purchase	624.93	0.00	624.93	\$1,811.50
			30067785-01	Inventory Purchase	291.02	0.00	291.02	
			30068929-00	Inventory Purchase	895.55	0.00	895.55	
100277833	2/23/16	PAYFLEX SYSTEMS USA INC	130534-784494	Professional Services	162.00	0.00	162.00	\$232.00
			130536-784496	Professional Services	70.00	0.00	70.00	
100277834	2/23/16	PACIFIC TELEMAGEMENT SERVICES	816481	Utilities - Telephone	75.00	0.00	75.00	\$75.00
100277835	2/23/16	PATSONS MEDIA GROUP	176698	Printing & Related Services	877.33	0.00	877.33	\$877.33
100277836	2/23/16	PEARSON BUICK GMC	271876	Vehicles & Motorized Equip	22.70	0.00	22.70	\$22.70
100277837	2/23/16	PETERSON TRUCKS	424213P	Parts, Vehicles & Motor Equip	27.33	0.00	27.33	\$27.33
100277838	2/23/16	PINE CONE LUMBER CO INC	629260	General Supplies	66.47	0.00	66.47	\$1,780.36
			629465	Materials - Land Improve	1,113.99	0.00	1,113.99	
			630192	Inventory Purchase	605.96	6.06	599.90	
100277839	2/23/16	PITNEY BOWES INC	983331	Equipment Rental/Lease	208.80	0.00	208.80	\$208.80
100277840	2/23/16	PORTNOV COMPUTER SCHOOL	02-07-16	DED Services/Training - Training	599.00	0.00	599.00	\$599.00
100277841	2/23/16	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	5455	Vehicles & Motorized Equip	460.00	0.00	460.00	\$4,309.26
			5489	Vehicles & Motorized Equip	460.00	0.00	460.00	
			5490	Vehicles & Motorized Equip	3,389.26	0.00	3,389.26	
100277842	2/23/16	RALPH ANDERSEN & ASSOC	12029	Professional Services	4,800.00	0.00	4,800.00	\$4,800.00
100277843	2/23/16	RASH CURTIS & ASSOC	662700000236	Financial Services	65.21	0.00	65.21	\$65.21

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100277844	2/23/16	READYREFRESH BY NESTLE	06B0029664380	Food Products	6.51	0.00	6.51	\$431.50
			16B0023956113	Food Products	31.53	0.00	31.53	
			16B0025819772	General Supplies	46.83	0.00	46.83	
			16B5715636006	General Supplies	69.51	0.00	69.51	
			16B5727863010	General Supplies	43.28	0.00	43.28	
			16B5740132005	Miscellaneous Services	17.76	0.00	17.76	
			16B5740142004	General Supplies	55.62	0.00	55.62	
			16B5740146005	Miscellaneous Services	160.46	0.00	160.46	
100277845	2/23/16	ROBERT HALF TECHNOLOGY	45045732	Contracts/Service Agreements	4,994.40	0.00	4,994.40	\$4,994.40
100277846	2/23/16	SCP DISTRIBUTORS LLC	36819725	Materials - Land Improve	3,512.42	0.00	3,512.42	\$3,512.42
100277847	2/23/16	SDSU	8630319	DED Services/Training - Training	576.00	0.00	576.00	\$576.00
100277848	2/23/16	SAFARILAND LLC	1010-009211	General Supplies	305.59	0.00	305.59	\$305.59
100277849	2/23/16	SAFEWAY INC	434117-012016	Food Products	45.00	0.00	45.00	\$360.64
			434130-012016	Food Products	143.37	0.00	143.37	
			437302-021716	General Supplies	40.99	0.00	40.99	
			804141-012016	Food Products	30.00	0.00	30.00	
			804152-012016	Food Products	83.32	0.00	83.32	
			805477-021016	Food Products	17.96	0.00	17.96	
100277850	2/23/16	SAGE DESIGNS INC	1602056	Electrical Parts & Supplies	146.81	0.00	146.81	\$146.81
100277851	2/23/16	SAN JOSE BMW	4248239	Parts, Vehicles & Motor Equip	22.13	0.00	22.13	\$22.13
100277852	2/23/16	SANTA CLARA COUNTY TAX COLLECTOR	3780314-15/16	Taxes & Licenses - Misc	263.27	0.00	263.27	\$263.27
100277853	2/23/16	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	H5463183703	Medical Services	1,925.00	0.00	1,925.00	\$4,942.00
			H5683698100	Medical Services	1,773.00	0.00	1,773.00	
			H5689481301	Medical Services	1,244.00	0.00	1,244.00	
100277854	2/23/16	SHRED-IT USA LLC	8120551924	Records Related Services	90.00	0.00	90.00	\$415.00
			8120552966	Records Related Services	280.00	0.00	280.00	
			9409073515	Records Related Services	45.00	0.00	45.00	
100277855	2/23/16	SIERRA PACIFIC TURF SUPPLY INC	0469066-IN	Materials - Land Improve	546.99	0.00	546.99	\$546.99
100277856	2/23/16	SILICON VALLEY POLYTECHNIC INSTITUTE	02122016-285	DED Services/Training - Training	300.00	0.00	300.00	\$3,600.00
			02122016-286	DED Services/Training - Training	300.00	0.00	300.00	

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			02122016-287	DED Services/Training - Training	300.00	0.00	300.00	
			02122016-288	DED Services/Training - Training	2,700.00	0.00	2,700.00	
100277857	2/23/16	SMART & FINAL INC	163806-020916	Food Products	21.97	0.00	21.97	\$36.42
			163806-020916	General Supplies	14.45	0.00	14.45	
100277858	2/23/16	SMILESMITH INC	3708314-15/16	Taxes & Licenses - Misc	263.27	0.00	263.27	\$263.27
100277859	2/23/16	SOUTH BAY REGIONAL PUBLIC SAFETY	216293	Training and Conferences	1,580.00	0.00	1,580.00	\$1,580.00
100277860	2/23/16	SPORTS TURF MANAGEMENT	13652	Professional Services	400.00	0.00	400.00	\$400.00
100277861	2/23/16	STEVENS CREEK CHRYSLER JEEP DODGE	330143	Parts, Vehicles & Motor Equip	151.38	0.00	151.38	\$151.38
100277862	2/23/16	STOP PROCESSING CENTER	16152	Financial Services	28.56	0.00	28.56	\$28.56
100277863	2/23/16	SUBURBAN PROPANE	8482	Equipment Maintenance & Repair Labor	286.74	0.00	286.74	\$86.74
			8640	Equipment Maintenance & Repair Labor	-200.00	0.00	-200.00	
100277864	2/23/16	SUMMIT UNIFORMS	28622	Clothing, Uniforms & Access	122.89	0.00	122.89	\$20,143.79
			28657	Clothing, Uniforms & Access	449.14	0.00	449.14	
			28673	Clothing, Uniforms & Access	75.04	0.00	75.04	
			28674	Clothing, Uniforms & Access	75.04	0.00	75.04	
			28675	Clothing, Uniforms & Access	75.04	0.00	75.04	
			28676	Clothing, Uniforms & Access	60.90	0.00	60.90	
			28677	Clothing, Uniforms & Access	652.50	0.00	652.50	
			28679	Clothing, Uniforms & Access	642.71	0.00	642.71	
			28680	Clothing, Uniforms & Access	404.55	0.00	404.55	
			28681	Clothing, Uniforms & Access	330.60	0.00	330.60	
			28683	Clothing, Uniforms & Access	756.90	0.00	756.90	
			28684	Clothing, Uniforms & Access	107.66	0.00	107.66	
			28685	Clothing, Uniforms & Access	122.66	0.00	122.66	
			28701	Clothing, Uniforms & Access	445.88	0.00	445.88	
			28713	Clothing, Uniforms & Access	75.04	0.00	75.04	
			28774	Clothing, Uniforms & Access	287.10	0.00	287.10	
			28860	Clothing, Uniforms & Access	107.66	0.00	107.66	
			28861	Clothing, Uniforms & Access	26.10	0.00	26.10	
			28862	Clothing, Uniforms & Access	47.85	0.00	47.85	
			28863	Clothing, Uniforms & Access	64.16	0.00	64.16	

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			28864	Clothing, Uniforms & Access	17.40	0.00	17.40	
			28865	Clothing, Uniforms & Access	93.53	0.00	93.53	
			28866	Clothing, Uniforms & Access	6.53	0.00	6.53	
			28867	Clothing, Uniforms & Access	300.15	0.00	300.15	
			28868	Clothing, Uniforms & Access	415.43	0.00	415.43	
			28869	Clothing, Uniforms & Access	100.05	0.00	100.05	
			28870	Clothing, Uniforms & Access	224.03	0.00	224.03	
			28871	Clothing, Uniforms & Access	423.04	0.00	423.04	
			28872	Clothing, Uniforms & Access	423.04	0.00	423.04	
			28873	Clothing, Uniforms & Access	116.36	0.00	116.36	
			28874	Clothing, Uniforms & Access	100.05	0.00	100.05	
			28875	Clothing, Uniforms & Access	216.41	0.00	216.41	
			28876	Clothing, Uniforms & Access	316.46	0.00	316.46	
			28877	Clothing, Uniforms & Access	216.41	0.00	216.41	
			28878	Clothing, Uniforms & Access	739.50	0.00	739.50	
			28879	Clothing, Uniforms & Access	639.45	0.00	639.45	
			28880	Clothing, Uniforms & Access	64.16	0.00	64.16	
			28882	Clothing, Uniforms & Access	739.50	0.00	739.50	
			28885	Clothing, Uniforms & Access	207.71	0.00	207.71	
			28886	Clothing, Uniforms & Access	324.08	0.00	324.08	
			28889	Clothing, Uniforms & Access	109.84	0.00	109.84	
			28890	Clothing, Uniforms & Access	252.30	0.00	252.30	
			28891	Clothing, Uniforms & Access	208.80	0.00	208.80	
			28892	Clothing, Uniforms & Access	215.33	0.00	215.33	
			28894	Clothing, Uniforms & Access	23.93	0.00	23.93	
			28921	Clothing, Uniforms & Access	249.04	0.00	249.04	
			28934	Clothing, Uniforms & Access	456.75	0.00	456.75	
			29000	Clothing, Uniforms & Access	13.05	0.00	13.05	
			29001	Clothing, Uniforms & Access	196.84	0.00	196.84	
			29002	Clothing, Uniforms & Access	232.73	0.00	232.73	
			29003	Clothing, Uniforms & Access	170.74	0.00	170.74	

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			29004	Clothing, Uniforms & Access	160.95	0.00	160.95	
			29005	Clothing, Uniforms & Access	216.41	0.00	216.41	
			29006	Clothing, Uniforms & Access	531.79	0.00	531.79	
			29007	Clothing, Uniforms & Access	4.35	0.00	4.35	
			29008	Clothing, Uniforms & Access	221.85	0.00	221.85	
			29009	Clothing, Uniforms & Access	423.04	0.00	423.04	
			29010	Clothing, Uniforms & Access	100.05	0.00	100.05	
			29011	Clothing, Uniforms & Access	415.43	0.00	415.43	
			29013	Clothing, Uniforms & Access	184.88	0.00	184.88	
			29048	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29049	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29055	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29056	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29058	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29059	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29060	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29061	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29062	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29063	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29064	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29066	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29067	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29068	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29069	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29070	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29071	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29072	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29074	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29075	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29076	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29077	Clothing, Uniforms & Access	178.35	0.00	178.35	

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			29078	Clothing, Uniforms & Access	178.35	0.00	178.35	
			29122	Clothing, Uniforms & Access	107.66	0.00	107.66	
			29160	Clothing, Uniforms & Access	108.75	0.00	108.75	
			29163	Clothing, Uniforms & Access	0.00	0.00	0.00	
			29193	Clothing, Uniforms & Access	106.58	0.00	106.58	
			29194	Clothing, Uniforms & Access	170.74	0.00	170.74	
			29195	Clothing, Uniforms & Access	60.00	0.00	60.00	
			29196	Clothing, Uniforms & Access	-215.33	0.00	-215.33	
			29206	Clothing, Uniforms & Access	487.20	0.00	487.20	
			29259	Clothing, Uniforms & Access	215.33	0.00	215.33	
100277872	2/23/16	SUNNYVALE BUILDING MAINTENANCE	98589	Professional Services	7,421.00	0.00	7,421.00	\$26,371.52
			98590	Professional Services	18,950.52	0.00	18,950.52	
100277873	2/23/16	SUNNYVALE COMMUNITY SERVICES	1516-827550 #2	Outside Group Funding	75,000.00	0.00	75,000.00	\$75,000.00
100277874	2/23/16	SUNNYVALE FORD	459984	Parts, Vehicles & Motor Equip	234.90	0.00	234.90	\$2,548.15
			461844	Parts, Vehicles & Motor Equip	80.54	0.00	80.54	
			461855	Parts, Vehicles & Motor Equip	30.11	0.00	30.11	
			461933	Parts, Vehicles & Motor Equip	18.69	0.00	18.69	
			462192	Parts, Vehicles & Motor Equip	75.73	0.00	75.73	
			462215	Parts, Vehicles & Motor Equip	28.41	0.00	28.41	
			462286	Parts, Vehicles & Motor Equip	95.12	0.00	95.12	
			462288	Parts, Vehicles & Motor Equip	28.33	0.00	28.33	
			462316	Parts, Vehicles & Motor Equip	401.37	0.00	401.37	
			462329	Parts, Vehicles & Motor Equip	45.11	0.00	45.11	
			462523	Parts, Vehicles & Motor Equip	182.91	0.00	182.91	
			462530	Parts, Vehicles & Motor Equip	330.81	0.00	330.81	
			462732	Parts, Vehicles & Motor Equip	242.96	0.00	242.96	
			462758	Parts, Vehicles & Motor Equip	286.56	0.00	286.56	
			462809	Parts, Vehicles & Motor Equip	117.86	0.00	117.86	
			462874	Parts, Vehicles & Motor Equip	5.22	0.00	5.22	
			463403	Inventory Purchase	425.08	0.00	425.08	
			CM462732	Parts, Vehicles & Motor Equip	-81.56	0.00	-81.56	

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100277876	2/23/16	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DISABILITY0216	Insurances - Long Term Disability	3,686.00	0.00	3,686.00	\$3,686.00
100277877	2/23/16	SUNNYVALE TOWING INC	296856	Vehicle Towing Services	250.00	0.00	250.00	\$380.00
			296987	Vehicle Towing Services	40.00	0.00	40.00	
			297212	Vehicle Towing Services	50.00	0.00	50.00	
			298353	Vehicle Towing Services	40.00	0.00	40.00	
100277878	2/23/16	SUPPLYWORKS	1763691-00	Inventory Purchase	1,283.90	0.00	1,283.90	\$1,283.90
100277879	2/23/16	SUREPATH FINANCIAL SOLUTIONS	063014-414	Professional Services	175.00	0.00	175.00	\$350.00
			063014-431	Professional Services	175.00	0.00	175.00	
100277880	2/23/16	TJKM	0044873	Engineering Services	420.00	0.00	420.00	\$420.00
100277881	2/23/16	TMT ENTERPRISES INC	82938	Materials - Land Improve	1,250.02	0.00	1,250.02	\$1,250.02
100277882	2/23/16	THE DAVEY TREE EXPERT CO	909759365	Services Maintain Land Improv	9,640.00	0.00	9,640.00	\$9,640.00
100277883	2/23/16	THOMSON REUTERS WEST	833365069	Books & Publications	1,433.82	0.00	1,433.82	\$1,537.40
			833475813	Books & Publications	103.58	0.00	103.58	
100277884	2/23/16	TIGER MARTIAL ARTS ACADEMY INC	1215	Rec Instructors/Officials	801.50	0.00	801.50	\$801.50
100277885	2/23/16	TURF & INDUSTRIAL EQUIPMENT CO	IV14648	Parts, Vehicles & Motor Equip	987.29	0.00	987.29	\$1,487.93
			IV14711	Parts, Vehicles & Motor Equip	81.43	0.00	81.43	
			IV14711A	Parts, Vehicles & Motor Equip	173.16	0.00	173.16	
			IV14778	Parts, Vehicles & Motor Equip	228.38	0.00	228.38	
			IV14883	Parts, Vehicles & Motor Equip	17.67	0.00	17.67	
100277886	2/23/16	UNITED ROTARY BRUSH CORP	CI181182	Inventory Purchase	3,350.53	0.00	3,350.53	\$3,350.53
100277887	2/23/16	UNITED SITE SERVICES INC	114-3482061	Facilities Maint & Repair - Labor	0.08	0.00	0.08	\$359.67
			114-3725112	Equipment Rental/Lease	199.78	0.00	199.78	
			114-3729450	Equipment Rental/Lease	159.81	0.00	159.81	
100277888	2/23/16	UNITED STATES POSTAL SERVICE	P#190-021016	Mailing & Delivery Services	225.00	0.00	225.00	\$225.00
100277890	2/23/16	UNIVERSITY OF CALIFORNIA SANTA CRUZ	57016	DED Services/Training - Training	4,423.50	0.00	4,423.50	\$4,423.50
100277891	2/23/16	VWR INTERNATIONAL LLC	8043737743	General Supplies	260.95	0.00	260.95	\$282.61
			8043788786	General Supplies	21.66	0.00	21.66	
100277892	2/23/16	VERIZON WIRELESS	9760193260	Utilities - Mobile Phones - City Mobile Phones	182.09	0.00	182.09	\$182.09
100277893	2/23/16	VERMEER PACIFIC	P58173	Parts, Vehicles & Motor Equip	22.31	0.00	22.31	\$449.00

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			P58540	Parts, Vehicles & Motor Equip	426.69	0.00	426.69	
100277894	2/23/16	W A KRAUSS & CO INC	201602	Professional Services	233.75	0.00	233.75	\$233.75
100277895	2/23/16	WEATHERSHIELD ROOF SYSTEMS INC	7500	Facilities Maint & Repair - Labor	275.00	0.00	275.00	\$823.50
			7509	Facilities Maint & Repair - Labor	487.50	0.00	487.50	
			7509	Facilities Maint & Repair - Materials	61.00	0.00	61.00	
100277896	2/23/16	WELLS FARGO FINANCIAL LEASING	5002833798	Equipment Rental/Lease	171.71	0.00	171.71	\$171.71
100277897	2/23/16	WEST VALLEY STAFFING GROUP	156782	General Supplies	789.48	0.00	789.48	\$14,111.56
			156782	Professional Services	657.90	0.00	657.90	
			157975	General Supplies	2,105.28	0.00	2,105.28	
			157975	Professional Services	526.32	0.00	526.32	
			158578	General Supplies	2,401.26	0.00	2,401.26	
			158578	Professional Services	394.74	0.00	394.74	
			159211	Professional Services	2,302.49	0.00	2,302.49	
			159835	Professional Services	2,565.65	0.00	2,565.65	
			160449	Professional Services	2,368.44	0.00	2,368.44	
100277898	2/23/16	WINSUPPLY OF SILICON VALLEY	654386 01	Miscellaneous Equipment Parts & Supplies	1,434.72	0.00	1,434.72	\$3,038.57
			654431 02	Miscellaneous Equipment Parts & Supplies	396.58	0.00	396.58	
			654715 01	Miscellaneous Equipment Parts & Supplies	831.80	0.00	831.80	
			654809 00	Materials - Land Improve	32.67	0.00	32.67	
			655090 00	Miscellaneous Equipment Parts & Supplies	194.84	0.00	194.84	
			655124 00	Bldg Maint Matls & Supplies	147.96	0.00	147.96	
100277899	2/23/16	WITMER TYSON IMPORTS INC	T11351	Canine Program Expenditures	608.75	0.00	608.75	\$608.75
100277900	2/23/16	WAITER.COM INC	G0211868518	Food Products	66.22	0.00	66.22	\$66.22
100277901	2/23/16	ALAMEDA COUNTY DISTRICT ATTORNEYS OFFICE	2015-2016	General Supplies	79.80	0.00	79.80	\$79.80
100277902	2/23/16	CIT INTERNATIONAL INC	04/24-27/2016	Training and Conferences	425.00	0.00	425.00	\$425.00
100277903	2/23/16	FRESNO CITY COLLEGE	MAR/01/2016	Training and Conferences	500.00	0.00	500.00	\$500.00
100277904	2/23/16	PACIFIC GAS & ELECTRIC CO	11059228290116	Utilities - Electric	84.26	0.00	84.26	\$8,932.79
			11059229930116	Utilities - Electric	100.67	0.00	100.67	
			35642590100116	Utilities - Electric	82.97	0.00	82.97	
			35642590150116	Utilities - Electric	60.26	0.00	60.26	

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			35642590200116	Utilities - Electric	68.99	0.00	68.99	
			35642590250116	Utilities - Electric	161.66	0.00	161.66	
			35642590300116	Utilities - Electric	107.70	0.00	107.70	
			35642590350116	Utilities - Electric	83.22	0.00	83.22	
			35642590400116	Utilities - Electric	110.65	0.00	110.65	
			35642590450116	Utilities - Electric	78.15	0.00	78.15	
			35642590500116	Utilities - Electric	63.29	0.00	63.29	
			35642590650116	Utilities - Electric	66.71	0.00	66.71	
			35642590700116	Utilities - Electric	59.89	0.00	59.89	
			35642590750116	Utilities - Electric	92.45	0.00	92.45	
			35642590800116	Utilities - Electric	92.69	0.00	92.69	
			35642590850116	Utilities - Electric	53.91	0.00	53.91	
			35642590950116	Utilities - Electric	20.21	0.00	20.21	
			35642591000116	Utilities - Electric	132.18	0.00	132.18	
			35642591050116	Utilities - Electric	64.19	0.00	64.19	
			35642591100116	Utilities - Electric	59.77	0.00	59.77	
			35642591150116	Utilities - Electric	78.39	0.00	78.39	
			35642591250116	Utilities - Electric	84.71	0.00	84.71	
			35642591300116	Utilities - Electric	40.78	0.00	40.78	
			35642591350116	Utilities - Electric	111.94	0.00	111.94	
			35642591400116	Utilities - Electric	76.10	0.00	76.10	
			35642591450116	Utilities - Electric	56.42	0.00	56.42	
			35642591500116	Utilities - Electric	43.77	0.00	43.77	
			35642591550116	Utilities - Electric	47.63	0.00	47.63	
			35642591600116	Utilities - Electric	58.03	0.00	58.03	
			35642591650116	Utilities - Electric	88.57	0.00	88.57	
			35642591700116	Utilities - Electric	82.86	0.00	82.86	
			35642591750116	Utilities - Electric	72.48	0.00	72.48	
			35642591800116	Utilities - Electric	63.33	0.00	63.33	
			35642591850116	Utilities - Electric	61.21	0.00	61.21	
			35642591900116	Utilities - Electric	51.55	0.00	51.55	

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			35642591950116	Utilities - Electric	86.78	0.00	86.78	
			35642592000116	Utilities - Electric	93.31	0.00	93.31	
			35642592050116	Utilities - Electric	78.46	0.00	78.46	
			35642592100116	Utilities - Electric	74.43	0.00	74.43	
			35642592150116	Utilities - Electric	72.75	0.00	72.75	
			35642592200116	Utilities - Electric	79.86	0.00	79.86	
			35642592250116	Utilities - Electric	35.36	0.00	35.36	
			35642592300116	Utilities - Electric	56.21	0.00	56.21	
			35642592350116	Utilities - Electric	9.86	0.00	9.86	
			35642592400116	Utilities - Electric	98.75	0.00	98.75	
			35642592450116	Utilities - Electric	50.67	0.00	50.67	
			35642592500116	Utilities - Electric	61.22	0.00	61.22	
			35642592550116	Utilities - Electric	77.42	0.00	77.42	
			35642592600116	Utilities - Electric	83.24	0.00	83.24	
			35642592650116	Utilities - Electric	109.12	0.00	109.12	
			35642592700116	Utilities - Electric	79.36	0.00	79.36	
			35642592750116	Utilities - Electric	62.81	0.00	62.81	
			35642592800116	Utilities - Electric	122.67	0.00	122.67	
			35642592850116	Utilities - Electric	65.45	0.00	65.45	
			35642592900116	Utilities - Electric	65.80	0.00	65.80	
			35642592950116	Utilities - Electric	68.14	0.00	68.14	
			35642593000116	Utilities - Electric	71.09	0.00	71.09	
			35642593050116	Utilities - Electric	98.74	0.00	98.74	
			35642593100116	Utilities - Electric	81.65	0.00	81.65	
			35642593200116	Utilities - Electric	80.06	0.00	80.06	
			35642593250116	Utilities - Electric	13.14	0.00	13.14	
			35642593300116	Utilities - Electric	77.12	0.00	77.12	
			35642593350116	Utilities - Electric	69.50	0.00	69.50	
			35642593400116	Utilities - Electric	89.75	0.00	89.75	
			35642593450116	Utilities - Electric	61.74	0.00	61.74	
			35642593500116	Utilities - Electric	84.64	0.00	84.64	

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			35642593550116	Utilities - Electric	65.45	0.00	65.45	
			35642593600116	Utilities - Electric	96.09	0.00	96.09	
			35642593650116	Utilities - Electric	94.16	0.00	94.16	
			35642593700116	Utilities - Electric	87.64	0.00	87.64	
			35642593750116	Utilities - Electric	49.68	0.00	49.68	
			35642593800116	Utilities - Electric	53.90	0.00	53.90	
			35642593850116	Utilities - Electric	9.53	0.00	9.53	
			35642593900116	Utilities - Electric	54.60	0.00	54.60	
			35642593950116	Utilities - Electric	47.74	0.00	47.74	
			35642594000116	Utilities - Electric	61.66	0.00	61.66	
			35642594050116	Utilities - Electric	37.53	0.00	37.53	
			35642594100116	Utilities - Electric	38.59	0.00	38.59	
			35642594150116	Utilities - Electric	50.91	0.00	50.91	
			35642594250116	Utilities - Electric	101.80	0.00	101.80	
			35642594300116	Utilities - Electric	62.71	0.00	62.71	
			35642594350116	Utilities - Electric	59.19	0.00	59.19	
			35642594400116	Utilities - Electric	53.90	0.00	53.90	
			35642594450116	Utilities - Electric	65.52	0.00	65.52	
			35642594500116	Utilities - Electric	43.52	0.00	43.52	
			35642594550116	Utilities - Electric	87.36	0.00	87.36	
			35642594600116	Utilities - Electric	90.00	0.00	90.00	
			35642594650116	Utilities - Electric	93.18	0.00	93.18	
			35642594700116	Utilities - Electric	82.61	0.00	82.61	
			35642594750116	Utilities - Electric	70.28	0.00	70.28	
			35642594800116	Utilities - Electric	76.80	0.00	76.80	
			35642594850116	Utilities - Electric	53.20	0.00	53.20	
			35642594900116	Utilities - Electric	64.12	0.00	64.12	
			35642594950116	Utilities - Electric	89.30	0.00	89.30	
			35642595000116	Utilities - Electric	71.51	0.00	71.51	
			35642595050116	Utilities - Electric	71.69	0.00	71.69	
			35642595100116	Utilities - Electric	69.05	0.00	69.05	

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			35642595150116	Utilities - Electric	55.32	0.00	55.32	
			35642595200116	Utilities - Electric	69.23	0.00	69.23	
			35642595250116	Utilities - Electric	60.66	0.00	60.66	
			35642595300116	Utilities - Electric	65.34	0.00	65.34	
			35642595350116	Utilities - Electric	58.48	0.00	58.48	
			35642595400116	Utilities - Electric	58.31	0.00	58.31	
			35642595450116	Utilities - Electric	109.37	0.00	109.37	
			35642595500116	Utilities - Electric	44.93	0.00	44.93	
			35642595550116	Utilities - Electric	54.53	0.00	54.53	
			35642595600116	Utilities - Electric	48.79	0.00	48.79	
			35642595650116	Utilities - Electric	54.36	0.00	54.36	
			35642595700116	Utilities - Electric	61.31	0.00	61.31	
			35642595750116	Utilities - Electric	67.11	0.00	67.11	
			35642595800116	Utilities - Electric	55.67	0.00	55.67	
			35642595850116	Utilities - Electric	100.57	0.00	100.57	
			35642595900116	Utilities - Electric	54.08	0.00	54.08	
			35642595950116	Utilities - Electric	104.91	0.00	104.91	
			35642596000116	Utilities - Electric	100.69	0.00	100.69	
			35642596050116	Utilities - Electric	75.86	0.00	75.86	
			35642596100116	Utilities - Electric	72.34	0.00	72.34	
			35642596150116	Utilities - Electric	54.90	0.00	54.90	
			35642596200116	Utilities - Electric	76.62	0.00	76.62	
			35642596250116	Utilities - Electric	55.97	0.00	55.97	
			35642596300116	Utilities - Electric	68.65	0.00	68.65	
			35642596350116	Utilities - Electric	55.43	0.00	55.43	
			35642596400116	Utilities - Electric	46.39	0.00	46.39	
			35642596450116	Utilities - Electric	97.34	0.00	97.34	
			35642596500116	Utilities - Electric	55.17	0.00	55.17	
			35642598240116	Utilities - Electric	10.18	0.00	10.18	
			74408230820116	Utilities - Electric	66.37	0.00	66.37	
100277914	2/23/16	SAN JOSE FORKLIFT	LA-021616	Training and Conferences	95.00	0.00	95.00	\$285.00

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			SHENDRO-021616	Training and Conferences	95.00	0.00	95.00	
			WOOD-021616	Training and Conferences	95.00	0.00	95.00	
100277916	2/23/16	UNITED STATES POSTAL SERVICE	P#112-021916	Postage	480.00	0.00	480.00	\$480.00
100277917	2/23/16	UNITED STATES POSTAL SERVICE	P112-021916CN C	Mailing & Delivery Services	750.00	0.00	750.00	\$750.00
100277918	2/23/16	256 GIBRALTAR INVESTORS LLC	BL068212	Business License Tax	68.32	0.00	68.32	\$68.32
			CRBAL					
100277919	2/23/16	CAMBLIN STEEL SERVICE INC	BL067655	Business License Tax	21.81	0.00	21.81	\$21.81
			CRBAL					
100277920	2/23/16	EXCLUSIVE CUTZ	BL069016-2016	Business License Tax	35.14	0.00	35.14	\$35.14
100277921	2/23/16	JOHN ABRAHAM	175387-55420	Refund Utility Account Credit	203.92	0.00	203.92	\$203.92
100277922	2/23/16	KWOK SHUN & CHUN MAY CHAN	BL051833	Business License Tax	135.16	0.00	135.16	\$135.16
			CRBAL					
100277923	2/23/16	THE LAVENDER ROOM	BL050952	Business License Tax	10.00	0.00	10.00	\$10.00
			CRBAL					
100277924	2/23/16	UNICO MECHANICAL CORP	BL070587-2015	Business License Tax	28.30	0.00	28.30	\$28.30
100277925	2/25/16	AMERICAN FIDELITY ADMINISTRATIVE SVCS	0004994	Professional Services	7,749.45	0.00	7,749.45	\$7,749.45
100277926	2/25/16	APPLEONE EMPLOYMENT SERVICES	01-3955124	Contracts/Service Agreements	5,717.79	0.00	5,717.79	\$5,717.79
100277927	2/25/16	BACKFLOW PREVENTION SPECIALISTS INC	5004	Water Backflow Valves	706.88	0.00	706.88	\$1,006.59
			5005	Water Backflow Valves	84.55	0.00	84.55	
			5006	Water Backflow Valves	215.16	0.00	215.16	
100277928	2/25/16	BAUER COMPRESSORS INC	0000207663	Supplies, First Aid	825.98	0.00	825.98	\$825.98
100277929	2/25/16	BAY-VALLEY PEST CONTROL INC	0202387	Facilities Maint & Repair - Labor	64.00	0.00	64.00	\$150.00
			0202397	Facilities Maint & Repair - Labor	86.00	0.00	86.00	
100277930	2/25/16	BOB MURRAY & ASSOC	6614	Professional Services	3,808.75	0.00	3,808.75	\$3,808.75
100277931	2/25/16	BRIDGESTONE GOLF INC	1002453529	Inventory Purchase	-203.96	0.00	-203.96	\$116.26
			1002459230	Inventory Purchase	340.08	19.86	320.22	
100277932	2/25/16	CENTRAL DRUG SYSTEM INC	253519	Professional Services	5,742.00	0.00	5,742.00	\$5,742.00
100277933	2/25/16	COAST PERSONNEL SERVICES INC	241985	Contracts/Service Agreements	967.20	0.00	967.20	\$4,616.17
			241986	Contracts/Service Agreements	832.00	0.00	832.00	

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			241987	Contracts/Service Agreements	870.48	0.00	870.48	
			241988	Contracts/Service Agreements	979.29	0.00	979.29	
			241989	Contracts/Service Agreements	967.20	0.00	967.20	
100277936	2/25/16	COUNTY LEGAL & NOTARY SERVICE	7042331	Contracts/Service Agreements	45.00	0.00	45.00	\$45.00
100277937	2/25/16	CRIME ALERT MONITORING CENTER INC	429476	Facilities Maint & Repair - Labor	84.00	0.00	84.00	\$84.00
100277938	2/25/16	CROP PRODUCTION SERVICES INC	28919261	Materials - Land Improve	2,636.27	0.00	2,636.27	\$2,636.27
100277939	2/25/16	CUBE SOLUTIONS	18185	Occupational Health and Safety Services	116.66	0.00	116.66	\$999.71
			18186	Occupational Health and Safety Services	277.09	0.00	277.09	
			18187	Occupational Health and Safety Services	127.36	0.00	127.36	
			18195	Occupational Health and Safety Services	110.70	0.00	110.70	
			18196	Occupational Health and Safety Services	133.19	0.00	133.19	
			18197	Occupational Health and Safety Services	234.71	0.00	234.71	
100277940	2/25/16	D & M TRAFFIC SERVICES INC	46380	Inventory Purchase	962.44	0.00	962.44	\$962.44
100277941	2/25/16	DAPPER TIRE CO INC	42904890	Inventory Purchase	1,308.45	0.00	1,308.45	\$2,592.31
			42919424	Inventory Purchase	573.38	0.00	573.38	
			42919425	Inventory Purchase	710.48	0.00	710.48	
100277943	2/25/16	DOUGHERTY & DOUGHERTY ARCHITECTS LLP	0000001	Engineering Services	4,995.00	0.00	4,995.00	\$4,995.00
100277944	2/25/16	EOA INC	SU43-1215	Consultants	14,604.62	0.00	14,604.62	\$14,604.62
100277945	2/25/16	EDGES ELECTRICAL GROUP LLC	S3653166.001	Bldg Maint Matls & Supplies	5,298.95	0.00	5,298.95	\$5,298.95
100277946	2/25/16	EMPIRE SAFETY & SUPPLY	0078609-IN	Inventory Purchase	649.89	0.00	649.89	\$649.89
100277947	2/25/16	ESBRO	21836	Chemicals	1,079.70	0.00	1,079.70	\$1,570.17
			22078	Chemicals	490.47	0.00	490.47	
100277948	2/25/16	ESPINOZA TREE SERVICE	61	Professional Services	700.00	0.00	700.00	\$1,400.00
			62	Professional Services	700.00	0.00	700.00	
100277949	2/25/16	EUPHRAT MUSEUM OF ART	135	Rec Instructors/Officials	3,750.00	0.00	3,750.00	\$4,283.33
			136	Recreation Fee Waivers	533.33	0.00	533.33	
100277950	2/25/16	FAST RESPONSE ON-SITE TESTING INC	12731	Contracts/Service Agreements	30.00	0.00	30.00	\$30.00
100277951	2/25/16	FEDERAL EXPRESS CORP	5-317-78213	Mailing & Delivery Services	7.12	0.00	7.12	\$12.16
			5-318-12675	Mailing & Delivery Services	5.04	0.00	5.04	
100277952	2/25/16	FOSTER BROS SECURITY SYSTEMS INC	276651	Bldg Maint Matls & Supplies	53.29	0.00	53.29	\$109.30

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			276687	Bldg Maint Matls & Supplies	22.84	0.00	22.84	
			276717	General Supplies	33.17	0.00	33.17	
100277953	2/25/16	FREEDMAN TUNG & SASAKI	1256	Professional Services	3,332.37	0.00	3,332.37	\$3,332.37
100277954	2/25/16	FREMONT UNION HIGH SCHOOL DISTRICT	16-307	Professional Services	1,659.97	0.00	1,659.97	\$1,659.97
100277955	2/25/16	GRM INFORMATION MANAGEMENT SERVICES	0068916	Miscellaneous Services	802.00	0.00	802.00	\$802.00
100277956	2/25/16	GALE/CENGAGE LEARNING	57511716	Library Acquisitions, Books	212.21	0.00	212.21	\$212.21
100277957	2/25/16	GARDENLAND POWER EQUIPMENT	350165	Misc Equip Maint & Repair - Materials	576.65	0.00	576.65	\$1,165.34
			350165	Hand Tools	37.49	0.00	37.49	
			350495	Misc Equip Maint & Repair - Materials	213.04	0.00	213.04	
			350793	Misc Equip Maint & Repair - Labor	80.75	0.00	80.75	
			350793	Misc Equip Maint & Repair - Materials	105.61	0.00	105.61	
			350796	Hand Tools	95.84	0.00	95.84	
			351769	Misc Equip Maint & Repair - Materials	55.96	0.00	55.96	
100277958	2/25/16	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1090392	Inventory Purchase	953.68	0.00	953.68	\$953.68
100277959	2/25/16	GRANITE CONSTRUCTION CO	937911	Materials - Land Improve	698.07	0.00	698.07	\$788.66
			938371	Materials - Land Improve	90.59	0.00	90.59	
100277960	2/25/16	HOWARD ROME MARTIN & RIDLEY LLP	34576	Legal Services	7,225.42	0.00	7,225.42	\$7,225.42
100277961	2/25/16	HYDROSCIENCE ENGINEERS INC	262013018	Professional Services	9,547.50	0.00	9,547.50	\$9,547.50
100277962	2/25/16	INDEPENDENT ELECTRIC SUPPLY INC	S102662026.001	Electrical Parts & Supplies	288.42	0.00	288.42	\$288.42
100277964	2/25/16	JAVELCO EQUIPMENT SERVICE INC	50379	Miscellaneous Equipment Parts & Supplies	142.88	0.00	142.88	\$142.88
100277965	2/25/16	KOHLWEISS AUTO PARTS INC	01OR4394	Inventory Purchase	18.47	0.37	18.10	\$18.10
100277966	2/25/16	L N CURTIS & SONS INC	1383317-00	Clothing, Uniforms & Access	1,787.85	0.00	1,787.85	\$2,153.47
			1385209-00	Inventory Purchase	365.62	0.00	365.62	
100277967	2/25/16	LANDCARE USA LLC	8071140	Miscellaneous Services	416.67	0.00	416.67	\$416.67
100277968	2/25/16	LIEBERT CASSIDY WHITMORE	1416796	Legal Services	19,674.30	0.00	19,674.30	\$19,674.30
100277969	2/25/16	MACIAS GINI AND OCONNELL LLP	215084	Financial Services	4,654.00	0.00	4,654.00	\$11,727.00
			215087	Financial Services	2,817.00	0.00	2,817.00	
			215827	Financial Services	3,002.00	0.00	3,002.00	
			215828	Financial Services	1,254.00	0.00	1,254.00	

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100277971	2/25/16	MALLORY SAFETY & SUPPLY LLC	4032148	Inventory Purchase	-18.81	0.00	-18.81	\$433.04
			4045021	Inventory Purchase	417.60	0.00	417.60	
			4045025	Inventory Purchase	34.25	0.00	34.25	
100277972	2/25/16	MIDWEST TAPE	93655422	Library Acquis, Audio/Visual	204.38	0.00	204.38	\$285.92
			93655423	Library Acquis, Audio/Visual	81.54	0.00	81.54	
100277973	2/25/16	MUNICIPAL MAINTENANCE EQUIPMENT INC	0107860-IN	Miscellaneous Equipment	322.63	0.00	322.63	\$322.63
100277974	2/25/16	PRN ERGONOMIC SERVICES	01160095	Occupational Health and Safety Services	780.00	0.00	780.00	\$780.00
100277975	2/25/16	PACIFIC JANITORIAL SUPPLY CO	30035285	Inventory Purchase	315.16	0.00	315.16	\$315.16
100277976	2/25/16	PAN PACIFIC SUPPLY CO INC	29591115	Miscellaneous Equipment Parts & Supplies	3,352.54	0.00	3,352.54	\$3,352.54
100277977	2/25/16	REED & GRAHAM INC	854356	Materials - Land Improve	2,382.88	0.00	2,382.88	\$16,385.25
			854445	Materials - Land Improve	2,912.72	0.00	2,912.72	
			854446	Materials - Land Improve	5,918.88	0.00	5,918.88	
			854551	Materials - Land Improve	3,208.52	0.00	3,208.52	
			854655	Materials - Land Improve	118.75	0.00	118.75	
			854843	Materials - Land Improve	612.63	0.00	612.63	
			854950	Materials - Land Improve	1,112.12	0.00	1,112.12	
			855050	Materials - Land Improve	118.75	0.00	118.75	
100277978	2/25/16	RENNE SLOAN HOLTZMAN SAKAI LLP	30323	Legal Services	3,972.04	0.00	3,972.04	\$12,123.66
			30324	Legal Services	8,151.62	0.00	8,151.62	
100277980	2/25/16	ROSS RECREATION EQUIPMENT CO INC	98301	Materials - Land Improve	158.70	0.00	158.70	\$158.70
100277981	2/25/16	ROTO ROOTER	19318877837	Equipment Maintenance & Repair Labor	695.00	0.00	695.00	\$695.00
100277982	2/25/16	ROYAL BRASS INC	787506-001	Miscellaneous Equipment	15.07	0.15	14.92	\$14.92
100277983	2/25/16	SC FUELS	0518391-IN	Inventory Purchase	247.73	0.00	247.73	\$409.55
			0530040-IN	Inventory Purchase	161.82	0.00	161.82	
100277984	2/25/16	SC FUELS	2991861	Inventory Purchase	13,768.57	0.00	13,768.57	\$13,768.57
100277985	2/25/16	SCBA SAFETY CHECK INC	7907	Safety Equipment Maintenance & Repair	242.21	0.00	242.21	\$242.21
100277986	2/25/16	SAFEWAY INC	437194-021716	Food Products	13.44	0.00	13.44	\$215.65
			727852-021616	General Supplies	105.74	0.00	105.74	
			727852-021616	Special Events	5.80	0.00	5.80	
			807433-021716	General Supplies	90.67	0.00	90.67	

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100277987	2/25/16	SANTA CLARA COUNTY DIVISION OF ANIMAL	070115-123115	Contracts/Service Agreements	2,000.00	0.00	2,000.00	\$2,000.00
100277988	2/25/16	SIERRA PACIFIC TURF SUPPLY INC	0469779-IN	Materials - Land Improve	914.25	0.00	914.25	\$914.25
100277989	2/25/16	STATE WATER RESOURCES CONTROL BOARD	95681	Environmental Services	756.44	0.00	756.44	\$756.44
100277990	2/25/16	SUNBELT RENTALS INC	57790509-001	Misc Equip Maint & Repair - Materials	680.39	0.00	680.39	\$4,460.39
			57790509-001	Equipment Rental/Lease	3,780.00	0.00	3,780.00	
100277991	2/25/16	SUPPLYWORKS	1767575-00	Inventory Purchase	826.07	8.26	817.81	\$817.81
100277992	2/25/16	TAM COMMUNICATIONS INC	12705	Advertising Services	1,500.00	0.00	1,500.00	\$1,500.00
100277993	2/25/16	THE CONSULTING TEAM LLC	622	City Training Program	2,000.00	0.00	2,000.00	\$2,000.00
100277994	2/25/16	THE MEJORANDO GROUP	04-2016	City Training Program	3,250.12	0.00	3,250.12	\$3,250.12
100277995	2/25/16	US SECURITY ASSOC INC	1111685	Services Maintain Land Improv	200.00	0.00	200.00	\$650.00
			1111692	Services Maintain Land Improv	450.00	0.00	450.00	
100277996	2/25/16	UNIVERSITY OF CALIFORNIA SANTA CRUZ	57019	DED Services/Training - Training	4,959.00	0.00	4,959.00	\$4,959.00
100277997	2/25/16	VWR INTERNATIONAL LLC	8043825337	General Supplies	114.88	0.00	114.88	\$114.88
100277998	2/25/16	WECK LABORATORIES INC	W6A1597-COSV	Water Lab Services	243.60	0.00	243.60	\$243.60
100277999	2/25/16	YAMAHA MOTOR FINANCE CORP USA	570912	Equipment Rental/Lease	5,444.83	0.00	5,444.83	\$5,444.83
100278000	2/25/16	BRADLEY C NELSON	CLAIM15-16-049	Liability Claims Paid	1,210.58	0.00	1,210.58	\$1,210.58
100278001	2/25/16	DEPARTMENT OF HOUSING & COMMUNITY DEV	DECAL-AAP5989	Financial Services	75.00	0.00	75.00	\$75.00
100278002	2/25/16	OFFICEMAX CONTRACT INC	07802802042016	Supplies, Office 1	-47.16	0.00	-47.16	\$15,710.14
			09056502012016	Supplies, Office 1	412.90	0.00	412.90	
			09503902012016	Supplies, Office 1	188.65	0.00	188.65	
			09549402082016	Supplies, Office 1	-73.87	0.00	-73.87	
			10666702022016	Supplies, Office 1	67.03	0.00	67.03	
			10701402022016	Supplies, Office 1	216.21	0.00	216.21	
			10762002022016	Supplies, Office 1	70.29	0.00	70.29	
			10832502042016	Supplies, Office 1	18.26	0.00	18.26	
			10856602022016	Supplies, Office 1	96.62	0.00	96.62	
			10861002022016	Supplies, Office 1	1.81	0.00	1.81	

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			11593902022016	Supplies, Office 1	55.55	0.00	55.55	
			11665602032016	Supplies, Office 1	289.39	0.00	289.39	
			11950302032016	Supplies, Office 1	39.96	0.00	39.96	
			11997802032016	Supplies, Office 1	476.97	0.00	476.97	
			13014402032016	Supplies, Office 1	37.29	0.00	37.29	
			13026002042016	Supplies, Office 1	550.41	0.00	550.41	
			13345802042016	Supplies, Office 1	54.81	0.00	54.81	
			13678602042016	Supplies, Office 1	367.76	0.00	367.76	
			13976302042016	Supplies, Office 1	29.04	0.00	29.04	
			14010402042016	Supplies, Office 1	300.24	0.00	300.24	
			14219702042016	Supplies, Office 1	314.33	0.00	314.33	
			14357002102016	Supplies, Office 1	9.88	0.00	9.88	
			14948302052016	Supplies, Office 1	129.77	0.00	129.77	
			14949102052016	Supplies, Office 1	162.56	0.00	162.56	
			15212102052016	Supplies, Office 1	79.90	0.00	79.90	
			15282702052016	Supplies, Office 1	41.68	0.00	41.68	
			15284402052016	Inventory Purchase	3,739.26	0.00	3,739.26	
			15453402052016	Supplies, Office 1	73.88	0.00	73.88	
			15460002052016	Supplies, Office 1	99.49	0.00	99.49	
			15542202052016	Supplies, Office 1	120.93	0.00	120.93	
			15793502092016	Supplies, Office 1	105.50	0.00	105.50	
			15793602092016	Supplies, Office 1	105.50	0.00	105.50	
			16601202082016	Supplies, Office 1	388.43	0.00	388.43	
			16712302082016	Supplies, Office 1	43.26	0.00	43.26	
			16799002082016	Supplies, Office 1	581.96	0.00	581.96	
			16806202082016	Supplies, Office 1	16.32	0.00	16.32	
			16809102082016	Supplies, Office 1	7.36	0.00	7.36	
			16837002082016	Supplies, Office 1	78.87	0.00	78.87	
			16872002102016	Supplies, Office 1	20.82	0.00	20.82	
			17040102032016	Supplies, Office 1	4.80	0.00	4.80	
			17104202092016	Supplies, Office 1	306.82	0.00	306.82	

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			17594802092016	Supplies, Office 1	18.98	0.00	18.98	
			17728302092016	Supplies, Office 1	112.73	0.00	112.73	
			17757402092016	Supplies, Office 1	580.33	0.00	580.33	
			17830202112016	Supplies, Office 1	153.46	0.00	153.46	
			17837602112016	Supplies, Office 1	10.12	0.00	10.12	
			17837702122016	Supplies, Office 1	2.39	0.00	2.39	
			17894302092016	Supplies, Office 1	13.60	0.00	13.60	
			18026002092016	Supplies, Office 1	222.55	0.00	222.55	
			18293402102016	Supplies, Office 1	296.88	0.00	296.88	
			18300402102016	Supplies, Office 1	116.60	0.00	116.60	
			18378302102016	Supplies, Office 1	86.98	0.00	86.98	
			18833902102016	Supplies, Office 1	110.76	0.00	110.76	
			19358802102016	Supplies, Office 1	318.42	0.00	318.42	
			19592302102016	Supplies, Office 1	59.18	0.00	59.18	
			19939702112016	Supplies, Office 1	177.52	0.00	177.52	
			20128202112016	Supplies, Office 1	140.42	0.00	140.42	
			20211902112016	Supplies, Office 1	67.47	0.00	67.47	
			20350502112016	Supplies, Office 1	296.01	0.00	296.01	
			20527902052016	Supplies, Office 1	159.53	0.00	159.53	
			20577502112016	Supplies, Office 1	6.47	0.00	6.47	
			20626202112016	Supplies, Office 1	418.29	0.00	418.29	
			20792902112016	Supplies, Office 1	1,206.17	0.00	1,206.17	
			21120902122016	Supplies, Office 1	467.18	0.00	467.18	
			21578802122016	Supplies, Office 1	70.17	0.00	70.17	
			21666202122016	Supplies, Office 1	578.76	0.00	578.76	
			22108902122016	Supplies, Office 1	398.98	0.00	398.98	
			24851102092016	Supplies, Office 1	14.47	0.00	14.47	
			54619502092016	Supplies, Office 1	9.41	0.00	9.41	
			63368802042016	Supplies, Office 1	12.83	0.00	12.83	
100278008	2/25/16	PACIFIC GAS & ELECTRIC CO	03142830050216	Utilities - Electric	27,527.54	0.00	27,527.54	\$193,345.04
			11059220090116	Utilities - Electric	4,065.82	0.00	4,065.82	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			11059220250116	Utilities - Gas	1,974.10	0.00	1,974.10	
			11059220400116	Utilities - Gas	711.15	0.00	711.15	
			11059220450116	Utilities - Gas	2,739.35	0.00	2,739.35	
			11059220500116	Utilities - Gas	188.52	0.00	188.52	
			11059220550116	Utilities - Electric	782.15	0.00	782.15	
			11059220600116	Utilities - Gas	4,364.49	0.00	4,364.49	
			11059220750116	Utilities - Gas	3,709.77	0.00	3,709.77	
			11059220810116	Utilities - Electric	569.39	0.00	569.39	
			11059220900116	Utilities - Gas	395.79	0.00	395.79	
			11059221020116	Utilities - Electric	352.62	0.00	352.62	
			11059221050116	Utilities - Gas	288.16	0.00	288.16	
			11059221060116	Utilities - Electric	1,093.72	0.00	1,093.72	
			11059221080116	Utilities - Electric	650.84	0.00	650.84	
			11059221150116	Utilities - Gas	361.37	0.00	361.37	
			11059221180116	Utilities - Electric	7,598.55	0.00	7,598.55	
			11059221250116	Utilities - Gas	232.98	0.00	232.98	
			11059221350116	Utilities - Gas	383.64	0.00	383.64	
			11059221400116	Utilities - Gas	3,624.43	0.00	3,624.43	
			11059221600116	Utilities - Gas	151.68	0.00	151.68	
			11059221700116	Utilities - Gas	190.79	0.00	190.79	
			11059221730116	Utilities - Electric	1,855.57	0.00	1,855.57	
			11059221850116	Utilities - Gas	8.11	0.00	8.11	
			11059221930116	Utilities - Electric	12,064.40	0.00	12,064.40	
			11059221980116	Utilities - Electric	558.27	0.00	558.27	
			11059222630116	Utilities - Electric	1,456.97	0.00	1,456.97	
			11059222720116	Utilities - Electric	692.37	0.00	692.37	
			11059224060116	Utilities - Electric	10,492.82	0.00	10,492.82	
			11059224270116	Utilities - Electric	9.86	0.00	9.86	
			11059225290116	Utilities - Electric	626.67	0.00	626.67	
			11059225650116	Utilities - Gas	2,948.68	0.00	2,948.68	
			11059226380116	Utilities - Electric	5,809.17	0.00	5,809.17	

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			11059227030116	Utilities - Electric	561.05	0.00	561.05	
			11059227230116	Utilities - Electric	4,838.07	0.00	4,838.07	
			11059227790116	Utilities - Electric	151.72	0.00	151.72	
			11059228050116	Utilities - Electric	6,799.93	0.00	6,799.93	
			11059228580116	Utilities - Electric	9,994.09	0.00	9,994.09	
			12847684120116	Utilities - Electric	11.14	0.00	11.14	
			22868920920116	Utilities - Electric	115.28	0.00	115.28	
			60225900040116	Utilities - Electric	51,064.04	0.00	51,064.04	
			60225900080116	Utilities - Electric	8,343.30	0.00	8,343.30	
			60225900140116	Utilities - Electric	43.41	0.00	43.41	
			60225900150116	Utilities - Electric	22.48	0.00	22.48	
			60225900160116	Utilities - Electric	14.17	0.00	14.17	
			60225900170116	Utilities - Electric	11.14	0.00	11.14	
			60225900220116	Utilities - Electric	810.14	0.00	810.14	
			60225900260116	Utilities - Electric	42.97	0.00	42.97	
			60225900450116	Utilities - Electric	205.66	0.00	205.66	
			60225901980116	Utilities - Electric	76.84	0.00	76.84	
			60225902640116	Utilities - Electric	50.32	0.00	50.32	
			60225902900116	Utilities - Electric	347.13	0.00	347.13	
			60225904170116	Utilities - Electric	12.89	0.00	12.89	
			60225904580116	Utilities - Electric	98.44	0.00	98.44	
			60225905100116	Utilities - Electric	4.66	0.00	4.66	
			60225905570116	Utilities - Electric	98.01	0.00	98.01	
			60225905580116	Utilities - Electric	12.59	0.00	12.59	
			60225905590116	Utilities - Electric	12.59	0.00	12.59	
			60225905600116	Utilities - Electric	6,896.82	0.00	6,896.82	
			60225906210116	Utilities - Electric	4.66	0.00	4.66	
			60225906600116	Utilities - Electric	119.45	0.00	119.45	
			60225908580116	Utilities - Electric	44.13	0.00	44.13	
			60225909050116	Utilities - Electric	14.26	0.00	14.26	
			60225909410116	Utilities - Electric	103.62	0.00	103.62	

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			60225909830116	Utilities - Electric	96.06	0.00	96.06	
			61266000050116	Utilities - Gas	3,595.44	0.00	3,595.44	
			81008625370116	Utilities - Electric	235.52	0.00	235.52	
			81008626650116	Utilities - Electric	13.28	0.00	13.28	
100278014	2/25/16	SOUTH BAY REGIONAL PUBLIC SAFETY	KETCHUM031716	Training and Conferences	250.00	0.00	250.00	\$500.00
			SYU031716	Training and Conferences	250.00	0.00	250.00	
100278015	2/25/16	BANJARA BISTRO	BL067751	Business License Tax	21.87	0.00	21.87	\$21.87
			CRBAL					
100278016	2/25/16	DEVCON CONSTRUCTION	2015-4401	Construction Tax	27.00	0.00	27.00	\$336.83
			2015-4401	Permit - Building	177.84	0.00	177.84	
			2015-4401	Permit - Fire Prev Construct	124.49	0.00	124.49	
			2015-4401	Plan Maintenance Fees - General Plan Maintenance	7.50	0.00	7.50	
100278017	2/25/16	GENSLER	2015-3721	Permit - Building	510.66	0.00	510.66	\$510.66
100278018	2/25/16	JANUS INTERNATIONAL GROUP LLC	BL067788	Business License Tax	27.82	0.00	27.82	\$27.82
			CRBAL					
100278019	2/25/16	MORENO & ASSOCIATES INC	BL070411	Business License Tax	980.35	0.00	980.35	\$980.35
			CRBAL					
100278020	2/25/16	SILVIA GUERRERO-GONZALEZ	300970	Refund Recreation Fees	1,000.00	0.00	1,000.00	\$1,000.00
100278021	2/25/16	CODY ANDERSON WASNEY ARCHITECTS INC	0116.14006	Consultants	11,228.93	0.00	11,228.93	\$46,647.68
			1215.14006	Consultants	35,418.75	0.00	35,418.75	
100278022	2/25/16	MIDWEST TAPE	93672184	Library Acquis, Audio/Visual	219.57	0.00	219.57	\$2,098.21
			93672185	Library Acquis, Audio/Visual	222.87	0.00	222.87	
			93674987	Library Acquis, Audio/Visual	16.31	0.00	16.31	
			93674988	Library Acquis, Audio/Visual	122.29	0.00	122.29	
			93675143	Library Acquis, Audio/Visual	1,495.43	0.00	1,495.43	
			93675144	Library Acquis, Audio/Visual	21.74	0.00	21.74	
100278023	2/25/16	OMEGA ENGRAVING	258561	Supplies, Office 1	12.50	0.00	12.50	\$12.50
100278024	2/25/16	OVERDRIVE INC	0910-183606613	Library Periodicals/Databases	2,595.76	0.00	2,595.76	\$2,595.76
100278025	2/25/16	PAN ASIAN PUBLICATIONS INC	U-14705	Library Acquisitions, Books	3,065.23	0.00	3,065.23	\$3,065.23
100278026	2/25/16	TRICOR AMERICA INC	M625100	Contracts/Service Agreements	704.00	0.00	704.00	\$704.00

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100278027	2/25/16	V & A CONSULTING ENGINEERS	15822	Consultants	11,946.00	0.00	11,946.00	\$11,946.00
100278028	2/25/16	VMI INC	236116	Miscellaneous Services	271.88	0.00	271.88	\$271.88
100278029	2/25/16	VERIZON WIRELESS	9000029839	Communication Equipment	13.12	0.00	13.12	\$13.12
100278030	2/25/16	WEST LITE SUPPLY CO INC	58499H	Electrical Parts & Supplies	367.65	0.00	367.65	\$1,020.18
			58499H-1	Electrical Parts & Supplies	652.53	0.00	652.53	
100278031	2/25/16	WORKPLACEDYNAMICS LLC	7085567	Professional Services	619.00	0.00	619.00	\$619.00
100278032	2/25/16	ALBERT J SCOTT	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	123.03	0.00	123.03	\$123.03
100278033	2/25/16	CHARLES S EANEFF JR	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,020.57	0.00	1,020.57	\$1,020.57
100278034	2/25/16	DEAN CHU	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	975.37	0.00	975.37	\$975.37
100278035	2/25/16	DEAN S RUSSELL	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,543.89	0.00	1,543.89	\$1,543.89
100278036	2/25/16	GAIL SWEGLES	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	117.59	0.00	117.59	\$117.59
100278037	2/25/16	KLAUS DAEHNE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	764.63	0.00	764.63	\$764.63
100278038	2/25/16	MARK ROGGE	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	258.21	0.00	258.21	\$258.21
100278039	2/25/16	MARSHA POLLAK	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	\$58.11
100278040	2/25/16	ROBERT A WALKER	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	\$1,884.10
100278041	2/25/16	ROBERT VAN HEUSEN	MARCH 2016	Insurances - Retiree Medical - Retiree Reimbursement	742.03	0.00	742.03	\$742.03
950002464	2/23/16	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002464	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	603.45	0.00	603.45	\$174,510.70
			950002464	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	100.25	0.00	100.25	
			950002464	Retirement Benefits - Misc PEPRA Employer Required Cont.	3,439.94	0.00	3,439.94	
			950002464	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	132,462.69	0.00	132,462.69	

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			950002464	Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont	29,571.26	0.00	29,571.26	
			950002464	Retirement Benefits - Safety PEPRA Employer Required Cont.	8,333.11	0.00	8,333.11	
950002467	2/23/16	PERS DEFERRED COMPENSATION PLAN 457	950002467	Retirement Benefits - Deferred Comp - City Portion	1,422.21	0.00	1,422.21	\$1,422.21
950002468	2/23/16	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002468	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	457,224.84	0.00	457,224.84	\$1,151,744.61
			950002468	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	70,364.54	0.00	70,364.54	
			950002468	Retirement Benefits - Misc PEPRA Employer Required Cont.	81,043.07	0.00	81,043.07	
			950002468	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	425,253.65	0.00	425,253.65	
			950002468	Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont	94,860.92	0.00	94,860.92	
			950002468	Retirement Benefits - Safety PEPRA Employer Required Cont.	22,997.59	0.00	22,997.59	
950100569	2/22/16	WELLS FARGO BANK	02222016	Purchasing Card Statement	130,290.97	0.00	130,290.97	\$130,290.97
950100570	2/24/16	STATE BOARD OF EQUAL DIRECT DEPOSIT	22394969056	Use Tax Payable	6,316.37	0.00	6,316.37	\$6,316.37
950906010	2/22/16	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	64,506.55	0.00	64,506.55	\$64,506.55

Grand Total Payment Amount

\$2,842,763.62

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
100278042	3/1/16	AMS.NET INC	0004048	Communication Equipment	2,478.12	0.00	2,478.12	\$2,478.12
100278043	3/1/16	AT&T	000007673026	Utilities - Telephone	2,907.25	0.00	2,907.25	\$23,188.90
			000007673226	Utilities - Telephone	37.65	0.00	37.65	
			000007698291	Utilities - Telephone	2.52	0.00	2.52	
			00007672638	Utilities - Telephone	20,241.48	0.00	20,241.48	
100278044	3/1/16	ABODE SERVICES	TBRA2015/16-2	Contracts/Service Agreements	4,599.42	0.00	4,599.42	\$50,593.62
			TBRA2015/16-2	Outside Group Funding	45,994.20	0.00	45,994.20	
100278045	3/1/16	ACE FIRE EQUIPMENT & SERVICE CO INC	133940	Inventory Purchase	868.34	0.00	868.34	\$868.34
100278046	3/1/16	ADAMSON POLICE PRODUCTS	INV203915	Ammunition	7,612.50	0.00	7,612.50	\$7,612.50
100278047	3/1/16	AIR EXCHANGE INC	37763	Parts, Vehicles & Motor Equip	1,856.79	0.00	1,856.79	\$1,856.79
100278048	3/1/16	ALAMEDA CTY INFORMATION TECHNOLOGY DEPT	112-1601058	Software As a Service	1,238.24	0.00	1,238.24	\$1,238.24
100278049	3/1/16	ALETA JAMORA	283864-9560218	DED Services/Training - Books	34.21	0.00	34.21	\$34.21
100278050	3/1/16	AMERICAN CONSTRUCTION & SUPPLY INC	CTHODCUPGR D#03	Construction Services	158,248.50	0.00	158,248.50	\$158,248.50
100278051	3/1/16	AMERICAN PORTABLE STORAGE	1020	Miscellaneous Equipment	5,149.13	0.00	5,149.13	\$5,149.13
100278052	3/1/16	ANDREAJERIS.COM LLC	S-1287	Graphics Services	1,000.00	0.00	1,000.00	\$1,000.00
100278053	3/1/16	AQUATIC ENVIRONMENTS INC	16013	Services Maintain Land Improv	33,000.00	0.00	33,000.00	\$33,000.00
100278054	3/1/16	AREA TRUCK DRIVING SCHOOL	7499	DED Services/Training - Training	5,304.50	0.00	5,304.50	\$5,304.50
100278055	3/1/16	BAKER & TAYLOR	4011504947	Library Acquisitions, Books	361.76	0.00	361.76	\$658.00
			4011504947	Library Materials Preprocessing	15.91	0.00	15.91	
			4011512422	Library Acquisitions, Books	251.67	0.00	251.67	
			4011512422	Library Materials Preprocessing	28.66	0.00	28.66	
100278056	3/1/16	BAUER COMPRESSORS INC	0000208045	Clothing, Uniforms & Access	1,782.81	0.00	1,782.81	\$1,782.81
100278057	3/1/16	CALTEST ANALYTICAL LABORATORY	555466	Water Lab Services	416.10	0.00	416.10	\$416.10
100278058	3/1/16	CIMEXTEK INC	4325	Professional Services	262.50	0.00	262.50	\$262.50
100278059	3/1/16	CORIX WATER PRODUCTS (US) INC	17613003457	Water Meter Boxes, Vaults, and Lids	198.10	0.00	198.10	\$792.46
			17613003457	Construction Services	192.45	0.00	192.45	
			17613003845	Construction Services	401.91	0.00	401.91	
100278060	3/1/16	DA LUBRICANT CO INC						\$1,398.41

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			2016-33381-00	Fuel, Oil & Lubricants	1,398.41	0.00	1,398.41	
100278061	3/1/16	DANCE FORCE LLC	1100	Rec Instructors/Officials	5,446.80	0.00	5,446.80	\$5,446.80
100278062	3/1/16	EMERSON NETWORK POWER	1124926	Misc Equip Maint & Repair - Labor	9,873.00	0.00	9,873.00	\$9,873.00
100278063	3/1/16	ENVIRONMENTAL RESOURCE ASSOC	779634	Water Lab Services	107.32	0.00	107.32	\$107.32
100278064	3/1/16	FEDERAL EXPRESS CORP	5-303-01910	Mailing & Delivery Services	5.07	0.00	5.07	\$113.48
			5-325-65431	Mailing & Delivery Services	5.60	0.00	5.60	
			5-325-72079	Postage	8.21	0.00	8.21	
			5-325-78930	Mailing & Delivery Services	94.60	0.00	94.60	
100278065	3/1/16	FITGUARD INC	0000108542	Misc Equip Maint & Repair - Labor	159.00	0.00	159.00	\$977.02
			0000108542	Misc Equip Maint & Repair - Materials	364.31	0.00	364.31	
			0000108551	Misc Equip Maint & Repair - Labor	159.00	0.00	159.00	
			0000108551	Misc Equip Maint & Repair - Materials	294.71	0.00	294.71	
100278066	3/1/16	FUZZY MOBILE HOME SERVICE	E1516-2(L)	Customer Loans Disbursed	10,784.00	0.00	10,784.00	\$25,596.00
			R1516-1(MH)	Customer Loans Disbursed	14,812.00	0.00	14,812.00	
100278067	3/1/16	GALE/CENGAGE LEARNING	57587452	Library Acquisitions, Books	58.27	0.00	58.27	\$58.27
100278068	3/1/16	GOLDER ASSOC INC	440011	Engineering Services	371.74	0.00	371.74	\$371.74
100278069	3/1/16	GRAINGER	9027078352	Inventory Purchase	205.83	0.00	205.83	\$391.35
			9034197195	Inventory Purchase	185.52	0.00	185.52	
100278070	3/1/16	GRANITEROCK CO	943810	Materials - Land Improve	1,821.52	0.00	1,821.52	\$1,821.52
100278071	3/1/16	GREENESPORT ASSN	COL101615	Rec Instructors/Officials	1,040.00	0.00	1,040.00	\$2,420.00
			COL101615S	Rec Instructors/Officials	660.00	0.00	660.00	
			SUN022316V	Rec Instructors/Officials	720.00	0.00	720.00	
100278072	3/1/16	HACH CO INC	9761203	General Supplies	768.56	0.00	768.56	\$768.56
100278073	3/1/16	HAO EXPRESSION	SRC559809	Rec Instructors/Officials	862.50	0.00	862.50	\$862.50
100278074	3/1/16	HDL COREN & CONE	0022398-IN	Financial Services	4,881.25	0.00	4,881.25	\$4,881.25
100278075	3/1/16	HOWARD ROME MARTIN & RIDLEY LLP	34577	Legal Services	2,583.85	0.00	2,583.85	\$2,583.85
100278076	3/1/16	ID WHOLESALER	1195666	Bldg Maint Matls & Supplies	2,438.49	0.00	2,438.49	\$2,471.44
			1197695	Bldg Maint Matls & Supplies	32.95	0.00	32.95	
100278077	3/1/16	INTERNATIONAL SCHOOL OF NURSING	2016202	DED Services/Training - Training	2,403.45	0.00	2,403.45	\$2,403.45
100278078	3/1/16	JOE COSTA	88348JP291552B	DED Services/Training - Books	28.98	0.00	28.98	\$28.98
100278079	3/1/16	JUMBO SHRIMP VOLLEYBALL LLC	TV2016JAN	Rec Instructors/Officials	2,268.00	0.00	2,268.00	\$2,268.00

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100278080	3/1/16	KELLY MOORE PAINT CO INC	820-284190	Bldg Maint Matls & Supplies	59.35	0.00	59.35	\$121.97
			820-284419	Materials - Land Improve	62.62	0.00	62.62	
100278081	3/1/16	KOHLWEISS AUTO PARTS INC	01OR6007	Inventory Purchase	94.68	1.89	92.79	\$493.31
			01OR6663	Inventory Purchase	408.69	8.17	400.52	
100278082	3/1/16	L N CURTIS & SONS INC	1383317-01	Clothing, Uniforms & Access	508.95	0.00	508.95	\$508.95
100278083	3/1/16	LED TRAIL	18794	Bldg Maint Matls & Supplies	139.75	0.00	139.75	\$139.75
100278084	3/1/16	LAWSON PRODUCTS INC	9303909675	Miscellaneous Equipment Parts & Supplies	434.00	0.00	434.00	\$434.00
100278085	3/1/16	MANMEET SAMRA	020216PURCHASE	DED Services/Training - Books	115.66	0.00	115.66	\$115.66
100278086	3/1/16	MCMASTER CARR SUPPLY CO	50268259	General Supplies	103.78	0.00	103.78	\$355.25
			50268260	Miscellaneous Equipment Parts & Supplies	23.50	0.00	23.50	
			50443213	Electrical Parts & Supplies	317.46	0.00	317.46	
			50615280	Miscellaneous Equipment Parts & Supplies	-46.93	0.00	-46.93	
			50615281	Miscellaneous Equipment Parts & Supplies	-56.77	0.00	-56.77	
			50671474	Hand Tools	14.21	0.00	14.21	
100278087	3/1/16	NAI YU LIU	021216PURCHASE	DED Services/Training - Books	36.92	0.00	36.92	\$36.92
100278088	3/1/16	OVERDRIVE INC	0910-000056463	Library Periodicals/Databases	17.99	0.00	17.99	\$55.97
			0910-000057930	Library Periodicals/Databases	37.98	0.00	37.98	
100278089	3/1/16	PAYFLEX SYSTEMS USA INC	128934-795876	Insurances - Depend Care & Health Care	739.00	0.00	739.00	\$739.00
100278090	3/1/16	PACIFIC WEST SECURITY INC	1014582	Facilities Maint & Repair - Labor	116.00	0.00	116.00	\$695.00
			1014583	Facilities Maint & Repair - Labor	199.00	0.00	199.00	
			1014584	Facilities Maint & Repair - Labor	121.00	0.00	121.00	
			1014585	Facilities Maint & Repair - Labor	167.00	0.00	167.00	
			1014586	Facilities Maint & Repair - Labor	92.00	0.00	92.00	
100278091	3/1/16	PINE CONE LUMBER CO INC	630706	General Supplies	13.41	0.00	13.41	\$13.41
100278092	3/1/16	QUICKSTART INTELLIGENCE	IN-PO-45403.2	Training and Conferences	2,082.50	0.00	2,082.50	\$3,366.00
			IN-PO-45405.1	Training and Conferences	1,283.50	0.00	1,283.50	
100278093	3/1/16	RAJESH PATEL	FEB16PURCHASE	DED Services/Training - Books	143.89	0.00	143.89	\$143.89
100278094	3/1/16	RANKIN STOCK HEABERLIN	33268	Legal Services	1,015.50	0.00	1,015.50	\$1,359.50

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			33333	Legal Services	344.00	0.00	344.00	
100278095	3/1/16	RAYVERN LIGHTING SUPPLY CO INC	40339-0	Inventory Purchase	1,074.08	0.00	1,074.08	\$1,074.08
100278096	3/1/16	READYREFRESH BY NESTLE	16B0024199309	Miscellaneous Services	63.63	0.00	63.63	\$95.34
			16B5727863002	General Supplies	31.71	0.00	31.71	
100278097	3/1/16	SANCRA	16MBR&BBALL	Miscellaneous Services	90.00	0.00	90.00	\$205.00
			16MBR&VBALL	Miscellaneous Services	115.00	0.00	115.00	
100278098	3/1/16	SCBA SAFETY CHECK INC	7992	Supplies, Safety	12,723.75	0.00	12,723.75	\$12,723.75
100278099	3/1/16	SAFEWAY INC	430571-022416	Food Products	14.13	0.00	14.13	\$175.92
			720441-022216	Food Products	30.49	0.00	30.49	
			721317-022416	Food Products	55.65	0.00	55.65	
			800800-022416	Food Products	75.65	0.00	75.65	
100278100	3/1/16	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800019745	Engineering Services	63,687.07	0.00	63,687.07	\$63,687.07
100278101	3/1/16	SANTA CLARA VLY TRANSPORTATION AUTHORITY	0000016335	DED Services/Training - Transportation	630.00	0.00	630.00	\$630.00
100278102	3/1/16	SARAH GRAVES	SG2016JAN	Rec Instructors/Officials	1,449.00	0.00	1,449.00	\$1,449.00
100278103	3/1/16	SECTOR SECURITY & COMMUNICATIONS	6159	Services Maintain Land Improv	1,525.00	0.00	1,525.00	\$1,525.00
100278104	3/1/16	SMART & FINAL INC	164538-021016	Food Products	140.06	0.00	140.06	\$208.75
			169644-021916	Food Products	24.68	0.00	24.68	
			172868-022416	Food Products	44.01	0.00	44.01	
100278105	3/1/16	STUDIO EM GRAPHIC DESIGN	16005	Advertising Services	135.94	0.00	135.94	\$598.13
			16006	Graphics Services	135.94	0.00	135.94	
			16007	Graphics Services	326.25	0.00	326.25	
100278106	3/1/16	VALI COOPER & ASSOC INC	150030A00103	Engineering Services	3,236.59	0.00	3,236.59	\$3,236.59
100278107	3/1/16	VIASYN	25695	Utilities - Electric	2,750.00	0.00	2,750.00	\$2,750.00
100278108	3/1/16	WESTERN CONTRACT INTERIORS	20590RP/TO	Furniture	34,934.15	0.00	34,934.15	\$34,934.15
100278109	3/1/16	WILD TASTES	927	Food Products	1,657.35	0.00	1,657.35	\$1,657.35
100278110	3/1/16	YASSER KHALIL	S3-2016-C2	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100278111	3/1/16	YINON BAR-SHIR	546183-1106606	DED Services/Training - Books	24.55	0.00	24.55	\$24.55
100278112	3/1/16	ZEP MANUFACTURING CO	9002115914	Chemicals	3,362.66	0.00	3,362.66	\$3,362.66
100278113	3/1/16	WAITER.COM INC	G0217868517	Food Products	73.76	0.00	73.76	\$73.76
100278114	3/1/16	G&K SERVICES	1083756918	Laundry & Cleaning Services	18.15	0.00	18.15	\$8,159.47

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			1083756919	Laundry & Cleaning Services	6.30	0.00	6.30	
			1083756920	Laundry & Cleaning Services	41.40	0.00	41.40	
			1083756921	Laundry & Cleaning Services	9.38	0.00	9.38	
			1083756922	Laundry & Cleaning Services	59.81	0.00	59.81	
			1083756923	Laundry & Cleaning Services	67.50	0.00	67.50	
			1083756924	Laundry & Cleaning Services	169.86	0.00	169.86	
			1083756926	Laundry & Cleaning Services	317.49	0.00	317.49	
			1083756928	Laundry & Cleaning Services	450.46	0.00	450.46	
			1083756929	Laundry & Cleaning Services	18.10	0.00	18.10	
			1083756930	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083756931	Laundry & Cleaning Services	139.27	0.00	139.27	
			1083756932	Laundry & Cleaning Services	11.88	0.00	11.88	
			1083756933	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083756934	Laundry & Cleaning Services	65.75	0.00	65.75	
			1083756935	Laundry & Cleaning Services	214.74	0.00	214.74	
			1083756936	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083756937	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083756938	Laundry & Cleaning Services	42.68	0.00	42.68	
			1083756939	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083756940	Laundry & Cleaning Services	7.92	0.00	7.92	
			1083756941	Laundry & Cleaning Services	13.52	0.00	13.52	
			1083756942	Laundry & Cleaning Services	43.79	0.00	43.79	
			1083756943	Laundry & Cleaning Services	20.76	0.00	20.76	
			1083756944	Laundry & Cleaning Services	19.40	0.00	19.40	
			1083756945	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083758876	Laundry & Cleaning Services	18.15	0.00	18.15	
			1083758877	Laundry & Cleaning Services	6.30	0.00	6.30	
			1083758878	Laundry & Cleaning Services	41.40	0.00	41.40	
			1083758879	Laundry & Cleaning Services	9.38	0.00	9.38	
			1083758880	Laundry & Cleaning Services	59.81	0.00	59.81	
			1083758881	Laundry & Cleaning Services	67.50	0.00	67.50	

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			1083758882	Laundry & Cleaning Services	169.86	0.00	169.86	
			1083758884	Laundry & Cleaning Services	317.49	0.00	317.49	
			1083758886	Laundry & Cleaning Services	133.61	0.00	133.61	
			1083758887	Laundry & Cleaning Services	18.10	0.00	18.10	
			1083758888	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083758889	Laundry & Cleaning Services	139.27	0.00	139.27	
			1083758890	Laundry & Cleaning Services	11.88	0.00	11.88	
			1083758891	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083758892	Laundry & Cleaning Services	65.75	0.00	65.75	
			1083758893	Laundry & Cleaning Services	214.74	0.00	214.74	
			1083758894	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083758895	Laundry & Cleaning Services	51.64	0.00	51.64	
			1083758896	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083758897	Laundry & Cleaning Services	30.20	0.00	30.20	
			1083758898	Laundry & Cleaning Services	42.68	0.00	42.68	
			1083758899	Laundry & Cleaning Services	19.68	0.00	19.68	
			1083758900	Laundry & Cleaning Services	27.66	0.00	27.66	
			1083758901	Laundry & Cleaning Services	50.40	0.00	50.40	
			1083758902	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083758903	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083760822	Laundry & Cleaning Services	18.15	0.00	18.15	
			1083760823	Laundry & Cleaning Services	5.40	0.00	5.40	
			1083760824	Laundry & Cleaning Services	41.40	0.00	41.40	
			1083760825	Laundry & Cleaning Services	9.38	0.00	9.38	
			1083760826	Laundry & Cleaning Services	59.81	0.00	59.81	
			1083760827	Laundry & Cleaning Services	67.50	0.00	67.50	
			1083760828	Laundry & Cleaning Services	169.86	0.00	169.86	
			1083760830	Laundry & Cleaning Services	304.84	0.00	304.84	
			1083760832	Laundry & Cleaning Services	133.61	0.00	133.61	
			1083760833	Laundry & Cleaning Services	18.10	0.00	18.10	
			1083760834	Laundry & Cleaning Services	15.46	0.00	15.46	

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			1083760835	Laundry & Cleaning Services	139.27	0.00	139.27	
			1083760836	Laundry & Cleaning Services	11.88	0.00	11.88	
			1083760837	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083760838	Laundry & Cleaning Services	65.75	0.00	65.75	
			1083760839	Laundry & Cleaning Services	214.74	0.00	214.74	
			1083760840	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083760841	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083760842	Laundry & Cleaning Services	42.68	0.00	42.68	
			1083760843	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083760844	Laundry & Cleaning Services	7.92	0.00	7.92	
			1083760845	Laundry & Cleaning Services	13.52	0.00	13.52	
			1083760846	Laundry & Cleaning Services	43.79	0.00	43.79	
			1083760847	Laundry & Cleaning Services	20.76	0.00	20.76	
			1083760848	Laundry & Cleaning Services	19.40	0.00	19.40	
			1083760849	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083762784	Laundry & Cleaning Services	18.15	0.00	18.15	
			1083762785	Laundry & Cleaning Services	113.55	0.00	113.55	
			1083762786	Laundry & Cleaning Services	41.40	0.00	41.40	
			1083762787	Laundry & Cleaning Services	81.48	0.00	81.48	
			1083762788	Laundry & Cleaning Services	59.81	0.00	59.81	
			1083762789	Laundry & Cleaning Services	67.50	0.00	67.50	
			1083762790	Laundry & Cleaning Services	169.86	0.00	169.86	
			1083762792	Laundry & Cleaning Services	304.84	0.00	304.84	
			1083762794	Laundry & Cleaning Services	133.61	0.00	133.61	
			1083762795	Laundry & Cleaning Services	18.10	0.00	18.10	
			1083762796	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083762797	Laundry & Cleaning Services	151.71	0.00	151.71	
			1083762798	Laundry & Cleaning Services	11.88	0.00	11.88	
			1083762799	Laundry & Cleaning Services	3.74	0.00	3.74	
			1083762800	Laundry & Cleaning Services	65.75	0.00	65.75	
			1083762801	Laundry & Cleaning Services	214.74	0.00	214.74	

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			1083762802	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083762803	Laundry & Cleaning Services	51.64	0.00	51.64	
			1083762804	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083762805	Laundry & Cleaning Services	30.20	0.00	30.20	
			1083762806	Laundry & Cleaning Services	42.68	0.00	42.68	
			1083762807	Laundry & Cleaning Services	19.68	0.00	19.68	
			1083762808	Laundry & Cleaning Services	32.58	0.00	32.58	
			1083762809	Laundry & Cleaning Services	50.40	0.00	50.40	
			1083762810	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083762811	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083764723	Laundry & Cleaning Services	18.15	0.00	18.15	
			1083764724	Laundry & Cleaning Services	5.40	0.00	5.40	
			1083764725	Laundry & Cleaning Services	41.40	0.00	41.40	
			1083764726	Laundry & Cleaning Services	9.38	0.00	9.38	
			1083764727	Laundry & Cleaning Services	59.81	0.00	59.81	
			1083764728	Laundry & Cleaning Services	67.50	0.00	67.50	
			1083764729	Laundry & Cleaning Services	169.86	0.00	169.86	
			1083764731	Laundry & Cleaning Services	304.84	0.00	304.84	
			1083764733	Laundry & Cleaning Services	146.26	0.00	146.26	
			1083764734	Laundry & Cleaning Services	18.10	0.00	18.10	
			1083764735	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083764736	Laundry & Cleaning Services	151.71	0.00	151.71	
			1083764737	Laundry & Cleaning Services	12.69	0.00	12.69	
			1083764738	Laundry & Cleaning Services	2.72	0.00	2.72	
			1083764739	Laundry & Cleaning Services	65.75	0.00	65.75	
			1083764740	Laundry & Cleaning Services	214.74	0.00	214.74	
			1083764741	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083764742	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083764743	Laundry & Cleaning Services	42.68	0.00	42.68	
			1083764744	Laundry & Cleaning Services	15.46	0.00	15.46	
			1083764745	Laundry & Cleaning Services	7.92	0.00	7.92	

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			1083764746	Laundry & Cleaning Services	13.52	0.00	13.52	
			1083764747	Laundry & Cleaning Services	43.79	0.00	43.79	
			1083764748	Laundry & Cleaning Services	20.76	0.00	20.76	
			1083764749	Laundry & Cleaning Services	19.40	0.00	19.40	
			1083764750	Laundry & Cleaning Services	15.46	0.00	15.46	
			906718-RE-REV	Laundry & Cleaning Services	0.65	0.00	0.65	
100278126	3/1/16	GOLDFARB LIPMAN ATTORNEYS	118496	Legal Services	2,007.22	0.00	2,007.22	\$3,205.12
			118497	Legal Services	816.75	0.00	816.75	
			118499	Legal Services	381.15	0.00	381.15	
100278127	3/1/16	MAMTA JOSHI	413652	Lib - Lost & Damaged Circulation	10.99	0.00	10.99	\$10.99
100278128	3/1/16	MICHAEL J RODULA CONSTRUCTION CO	BL070553-2015	Business License Tax	25.14	0.00	25.14	\$25.14
100278129	3/3/16	AT&T	0601999163	Utilities - Telephone	378.42	0.00	378.42	\$378.42
100278130	3/3/16	AMERICAN LEAK DETECTION	3504A	Equipment Maintenance & Repair Labor	445.00	0.00	445.00	\$445.00
100278131	3/3/16	ANDERSON PACIFIC ENGINEERING	WPCPCHLRINE #07	Construction Services	85,988.30	0.00	85,988.30	\$378,462.18
			WPCPCHLRINE #08	Construction Services	292,473.88	0.00	292,473.88	
100278132	3/3/16	BACKFLOW PREVENTION SPECIALISTS INC	5015	Water Backflow Valves	5,772.85	0.00	5,772.85	\$5,772.85
100278133	3/3/16	BADGER METER INC	1080490	Water Meters	6,838.08	0.00	6,838.08	\$35,287.68
			1080778	Inventory Purchase	10,219.20	0.00	10,219.20	
			1081375	Inventory Purchase	18,230.40	0.00	18,230.40	
100278134	3/3/16	BAUER COMPRESSORS INC	0000208238	Supplies, First Aid	1,743.89	0.00	1,743.89	\$4,856.27
			0000208317	Supplies, First Aid	3,112.38	0.00	3,112.38	
100278135	3/3/16	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005644173	Advertising Services	196.00	0.00	196.00	\$360.00
			0005652258	Advertising Services	80.00	0.00	80.00	
			0005652266	Advertising Services	84.00	0.00	84.00	
100278136	3/3/16	BAY PRO LANDSCAPE SERVICES INC	E1756	Services Maintain Land Improv	450.00	0.00	450.00	\$1,550.00
			E1760	Services Maintain Land Improv	1,100.00	0.00	1,100.00	
100278137	3/3/16	BAY-VALLEY PEST CONTROL INC	0202017	Services Maintain Land Improv	58.00	0.00	58.00	\$231.00
			0202420	Services Maintain Land Improv	58.00	0.00	58.00	
			0202744	Facilities Maint & Repair - Labor	115.00	0.00	115.00	

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100278138	3/3/16	BERTRAND FOX ELLIOT OSMAN & WENZEL	24390	Legal Services	307.00	0.00	307.00	\$307.00
100278139	3/3/16	BLUE SKY ENVIRONMENTAL LLC	16010	Misc Equip Maint & Repair - Labor	2,810.00	0.00	2,810.00	\$2,810.00
100278140	3/3/16	BOUND TREE MEDICAL LLC	82066302	Supplies, First Aid	1,929.56	0.00	1,929.56	\$1,929.56
100278141	3/3/16	CALTRONICS BUSINESS SYSTEMS	1954681	Equipment Rental/Lease	11,945.72	0.00	11,945.72	\$11,945.72
100278142	3/3/16	CENTURY GRAPHICS	43900	Clothing, Uniforms & Access	325.71	0.00	325.71	\$325.71
100278143	3/3/16	COAST PERSONNEL SERVICES INC	242051	Contracts/Service Agreements	832.00	0.00	832.00	\$3,458.05
			242052	Contracts/Service Agreements	846.30	0.00	846.30	
			242053	Contracts/Service Agreements	846.30	0.00	846.30	
			242054	Contracts/Service Agreements	749.58	0.00	749.58	
			242055	Contracts/Service Agreements	183.87	0.00	183.87	
100278147	3/3/16	CORIX WATER PRODUCTS (US) INC	17613004087	Materials - Land Improve	949.28	0.00	949.28	\$5,177.50
			17613004089	Materials - Land Improve	2,708.62	0.00	2,708.62	
			17613004639	Inventory Purchase	1,533.70	14.10	1,519.60	
100278149	3/3/16	FAST RESPONSE ON-SITE TESTING INC	12784	Medical Services	120.00	0.00	120.00	\$300.00
			12784	Contracts/Service Agreements	180.00	0.00	180.00	
100278150	3/3/16	FEDERAL EXPRESS CORP	5-332-97357	Mailing & Delivery Services	6.18	0.00	6.18	\$6.18
100278151	3/3/16	FIRST PLACE INC	83967	Customized Products	115.06	0.00	115.06	\$230.13
			84014	Customized Products	115.07	0.00	115.07	
100278152	3/3/16	FOSTER BROS SECURITY SYSTEMS INC	276928	Bldg Maint Matls & Supplies	4.38	0.00	4.38	\$243.63
			276987	Bldg Maint Matls & Supplies	239.25	0.00	239.25	
100278153	3/3/16	FRANK A OLSEN CO INC	234877	Miscellaneous Equipment Parts & Supplies	579.82	0.00	579.82	\$579.82
100278154	3/3/16	GRM INFORMATION MANAGEMENT SERVICES	0073111	Records Related Services	1,280.75	0.00	1,280.75	\$1,280.75
100278155	3/3/16	GARDENLAND POWER EQUIPMENT	351874	General Supplies	88.89	0.00	88.89	\$101.81
			352770	General Supplies	12.92	0.00	12.92	
100278156	3/3/16	GOLDEN GATE PETROLEUM	969518	Inventory Purchase	9,447.04	0.00	9,447.04	\$9,447.04
100278157	3/3/16	GRAYBAR ELECTRIC CO INC	983573480	Comm Equip Maintain & Repair - Materials 2	272.19	0.00	272.19	\$882.46
			983596258	Comm Equip Maintain & Repair - Materials 2	98.88	0.00	98.88	

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			983618012	Comm Equip Maintain & Repair - Materials 2	247.19	0.00	247.19	
			983670424	Comm Equip Maintain & Repair - Materials 2	264.20	0.00	264.20	
100278158	3/3/16	HDR ENGINEERING INC	00259242-B-23	Consultants	3,999.74	0.00	3,999.74	\$3,999.74
100278159	3/3/16	IMAGEX	204829	Printing & Related Services	912.59	0.00	912.59	\$912.59
100278160	3/3/16	INDEPENDENT ELECTRIC SUPPLY INC	S102680921.001	Electrical Parts & Supplies	268.83	0.00	268.83	\$345.64
			S102684762.001	Electrical Parts & Supplies	76.81	0.00	76.81	
100278161	3/3/16	JOBTRAIN	JAN2016	Contracts/Service Agreements	29,441.00	0.00	29,441.00	\$29,441.00
100278162	3/3/16	KELLY PAPER CO	7775035	General Supplies	857.39	0.00	857.39	\$857.39
100278163	3/3/16	KOHLWEISS AUTO PARTS INC	01OR8474	Inventory Purchase	95.51	1.91	93.60	\$93.60
100278164	3/3/16	LAW ENFORCEMENT PSYCHOLOGICAL SERV INC	1602429	Investigation Expense	1,500.00	0.00	1,500.00	\$2,250.00
			1602432	Investigation Expense	750.00	0.00	750.00	
100278165	3/3/16	LAW FOUNDATION OF SILICON VALLEY	FH2015/16-2	Contracts/Service Agreements	4,369.58	0.00	4,369.58	\$4,369.58
100278166	3/3/16	LEARNINGTECH.ORG	2016_0041	Professional Services	2,880.00	0.00	2,880.00	\$2,880.00
100278167	3/3/16	LORI NEUMANN	LN2016JAN	Rec Instructors/Officials	729.00	0.00	729.00	\$729.00
100278168	3/3/16	MALLORY SAFETY & SUPPLY LLC	4045247	Inventory Purchase	297.54	0.00	297.54	\$297.54
100278169	3/3/16	MELROSE METAL PRODUCTS INC	13769	Miscellaneous Equipment Parts & Supplies	690.57	0.00	690.57	\$690.57
100278170	3/3/16	MIDWEST TAPE	93675145	Library Acquis, Audio/Visual	761.25	0.00	761.25	\$3,192.98
			93692833	Library Acquis, Audio/Visual	98.50	0.00	98.50	
			93692834	Library Acquis, Audio/Visual	531.80	0.00	531.80	
			93692836	Library Acquis, Audio/Visual	97.83	0.00	97.83	
			93692837	Library Acquis, Audio/Visual	157.27	0.00	157.27	
			93692992	Library Acquis, Audio/Visual	98.64	0.00	98.64	
			93692993	Library Acquis, Audio/Visual	82.33	0.00	82.33	
			93696429	Library Acquis, Audio/Visual	152.18	0.00	152.18	
			93696470	Library Acquis, Audio/Visual	294.59	0.00	294.59	
			93696472	Library Acquis, Audio/Visual	918.59	0.00	918.59	
100278171	3/3/16	MUSIC FOR FAMILIES INC	SVF15	Rec Instructors/Officials	13,359.28	0.00	13,359.28	\$13,359.28
100278172	3/3/16	NET TRANSCRIPTS INC	0006214-IN	Investigation Expense	234.82	0.00	234.82	\$234.82
100278173	3/3/16	OMEGA ENGRAVING	258562	Supplies, Office 1	24.75	0.00	24.75	\$24.75
100278174	3/3/16	ON ASSIGNMENT LAB SUPPORT	LAB550155415	Salaries - Contract Personnel	885.00	0.00	885.00	\$885.00

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100278175	3/3/16	OVERDRIVE INC	0910-114357853	Library Periodicals/Databases	33.98	0.00	33.98	\$33.98
100278176	3/3/16	P&R PAPER SUPPLY CO INC	30069453-00	Inventory Purchase	1,439.48	0.00	1,439.48	\$1,845.49
			30069453-01	Inventory Purchase	406.01	0.00	406.01	
100278177	3/3/16	PR DIAMOND PRODUCTS INC	0039981-IN	Construction Services	2,430.00	0.00	2,430.00	\$2,430.00
100278178	3/3/16	PACIFIC ECO-RISK	11586	Water Lab Services	2,815.00	0.00	2,815.00	\$2,815.00
100278179	3/3/16	PACIFIC ENERGY ADVISORS INC	78	Professional Services	1,960.00	0.00	1,960.00	\$1,960.00
100278180	3/3/16	PACIFIC WEST SECURITY INC	1010002	Alarm Services	90.00	0.00	90.00	\$223.00
			1014591	Alarm Services	133.00	0.00	133.00	
100278181	3/3/16	PAN PACIFIC SUPPLY CO INC	29592110	Miscellaneous Equipment Parts & Supplies	1,605.62	0.00	1,605.62	\$1,605.62
100278182	3/3/16	PENINSULA BATTERY INC	115401	Inventory Purchase	141.46	0.00	141.46	\$141.46
100278183	3/3/16	PETERSON POWER SYSTEMS INC	PC040240467	Water/Wastewater Treat Equip	7,070.65	0.00	7,070.65	\$9,310.40
			PC240029088	Miscellaneous Equipment Parts & Supplies	553.18	0.00	553.18	
			PC240029089	Mailing & Delivery Services	10.50	0.00	10.50	
			SW240129412	Misc Equip Maint & Repair - Labor	1,344.00	0.00	1,344.00	
			SW240129412	Misc Equip Maint & Repair - Materials	332.07	0.00	332.07	
100278184	3/3/16	PINE CONE LUMBER CO INC	628529	General Supplies	40.09	0.00	40.09	\$635.51
			631644	Inventory Purchase	601.43	6.01	595.42	
100278185	3/3/16	POLYDYNE INC	1024935	Chemicals	30,611.28	0.00	30,611.28	\$30,611.28
100278186	3/3/16	PORTNOV COMPUTER SCHOOL	02-05-16	DED Services/Training - Training	5,400.00	0.00	5,400.00	\$5,400.00
100278187	3/3/16	PRINTMAIL PROS INC	160054	Mailing & Delivery Services	300.40	0.00	300.40	\$300.40
100278188	3/3/16	READYREFRESH BY NESTLE	16B0023360647	General Supplies	6.51	0.00	6.51	\$6.51
100278189	3/3/16	REED & GRAHAM INC	855098	Materials - Land Improve	118.75	0.00	118.75	\$4,487.17
			855207	Materials - Land Improve	928.76	0.00	928.76	
			855299	Materials - Land Improve	1,107.91	0.00	1,107.91	
			855384	Materials - Land Improve	1,206.26	0.00	1,206.26	
			855500	Materials - Land Improve	1,125.49	0.00	1,125.49	
100278190	3/3/16	ROBERT HALF TECHNOLOGY	45109856	Contracts/Service Agreements	5,930.85	0.00	5,930.85	\$11,362.26
			45150775	Contracts/Service Agreements	5,431.41	0.00	5,431.41	
100278191	3/3/16	ROBIN PICKEL	RP2016JAN	Rec Instructors/Officials	3,276.00	0.00	3,276.00	\$3,276.00
100278192	3/3/16	ROYAL COACH TOURS INC	6682	Travel Related Services	1,060.20	0.00	1,060.20	\$1,060.20
100278193	3/3/16	SC FUELS	2996422	Inventory Purchase	15,271.32	0.00	15,271.32	\$15,271.32

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100278194	3/3/16	SCS ENGINEERS	0271093	Engineering Services	245.00	0.00	245.00	\$245.00
100278195	3/3/16	SCS FIELD SERVICES INC	0271095	Engineering Services	8,500.00	0.00	8,500.00	\$8,500.00
100278196	3/3/16	SFO REPROGRAPHICS	28029	Printing & Related Services	147.90	0.00	147.90	\$408.90
			28321	Printing & Related Services	152.25	0.00	152.25	
			28359	Printing & Related Services	108.75	0.00	108.75	
100278197	3/3/16	SAFETY KLEEN SYSTEMS INC	69149515	Chemicals	291.37	0.00	291.37	\$291.37
100278198	3/3/16	SAFEWAY INC	720249-022216	Special Events	10.83	0.00	10.83	\$10.83
100278199	3/3/16	SAN FRANCISCO BAY BIRD OBSERVATORY	911	Water Lab Services	1,569.00	0.00	1,569.00	\$1,569.00
100278200	3/3/16	SHRED-IT USA LLC	8120515435	Records Related Services	140.00	0.00	140.00	\$140.00
100278201	3/3/16	SIERRA CHEMICAL CO	SLS10030156	Chemicals	3,523.03	0.00	3,523.03	\$3,523.03
100278202	3/3/16	SIGNET TESTING LABORATORIES INC	3521	Construction Services	1,224.16	0.00	1,224.16	\$1,224.16
100278203	3/3/16	SILICON VALLEY SECURITY & PATROL INC	2025276	Miscellaneous Services	216.92	0.00	216.92	\$552.16
			2025656	Miscellaneous Services	335.24	0.00	335.24	
100278204	3/3/16	SILICON VALLEY TOW	76608	General Supplies	1,245.00	0.00	1,245.00	\$1,245.00
100278205	3/3/16	SPARTAN TOOL LLC	511186	Inventory Purchase	165.81	0.00	165.81	\$165.81
100278206	3/3/16	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DENTAL0316	Insurances - Dental	29,093.85	0.00	29,093.85	\$29,093.85
100278207	3/3/16	SUPERIOR PRESS	3273308	Printing & Related Services	184.24	0.00	184.24	\$308.79
			3282470	Printing & Related Services	124.55	0.00	124.55	
100278208	3/3/16	TRI DIM FILTER CORP	1711701-1	Bldg Maint Matls & Supplies	24.77	0.00	24.77	\$389.87
			171170-1REV	Bldg Maint Matls & Supplies	-24.77	0.00	-24.77	
			1720994-1	Bldg Maint Matls & Supplies	389.87	0.00	389.87	
100278209	3/3/16	TRICOR AMERICA INC	M625274	General Supplies	101.00	0.00	101.00	\$101.00
100278210	3/3/16	USA BLUEBOOK	861990	General Supplies	239.74	0.00	239.74	\$239.74
100278211	3/3/16	UNICO MECHANICAL CORPORATION	415-0766-1	Equipment Maintenance & Repair Labor	4,770.00	0.00	4,770.00	\$4,770.00
100278212	3/3/16	UNITED SITE SERVICES INC	114-3729447	Equipment Rental/Lease	115.10	0.00	115.10	\$115.10
100278213	3/3/16	UNIVAR USA INC	SJ728415	Chemicals	3,889.35	0.00	3,889.35	\$6,971.62
			SJ729379	Chemicals	3,082.27	0.00	3,082.27	
100278214	3/3/16	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56710	DED Services/Training - Training	600.00	0.00	600.00	\$11,453.50
			56816	DED Services/Training - Training	600.00	0.00	600.00	
			56830	DED Services/Training - Training	331.00	0.00	331.00	

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			57021	DED Services/Training - Training	4,522.50	0.00	4,522.50	
			57026	DED Services/Training - Training	5,400.00	0.00	5,400.00	
100278215	3/3/16	VWR INTERNATIONAL LLC	8043894733	General Supplies	170.78	0.00	170.78	\$170.78
100278216	3/3/16	VALLEYCREST TREE CARE SERVICES	2573788	Services Maintain Land Improv	7,266.00	0.00	7,266.00	\$7,266.00
100278217	3/3/16	VERIZON WIRELESS	9000030468	Communication Equipment	35.00	0.00	35.00	\$75.36
			9000030469	Communication Equipment	40.36	0.00	40.36	
100278218	3/3/16	WHCI PLUMBING SUPPLY	S2084376.001	Bldg Maint Matls & Supplies	130.09	0.00	130.09	\$130.09
100278219	3/3/16	WAUKESHA PEARCE INDUSTRIES	30107873	Miscellaneous Equipment Parts & Supplies	24,807.71	0.00	24,807.71	\$24,807.71
100278220	3/3/16	WEST COAST SECURITY INC	02012016-1	Facilities Maint & Repair - Labor	22,895.02	0.00	22,895.02	\$22,895.02
100278221	3/3/16	ZALCO LABORATORIES	1601199	Miscellaneous Services	330.00	0.00	330.00	\$330.00
100278222	3/3/16	WAITER.COM INC	G0223884342	Food Products	115.16	0.00	115.16	\$191.26
			G0223893221	Food Products	76.10	0.00	76.10	
100278223	3/3/16	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	PLANT#A5905	Permit Fees	2,128.00	0.00	2,128.00	\$2,128.00
100278224	3/3/16	GRAINGER	9002522721	Electrical Parts & Supplies	347.92	0.00	347.92	\$2,553.42
			9009170631	Supplies, Safety	329.31	0.00	329.31	
			9010117878	Supplies, Safety	105.27	0.00	105.27	
			9010117886	Clothing, Uniforms & Access	50.21	0.00	50.21	
			9011127579	General Supplies	59.37	0.00	59.37	
			9012163938	Clothing, Uniforms & Access	85.27	0.00	85.27	
			9012163946	Clothing, Uniforms & Access	-50.21	0.00	-50.21	
			9930313672	Materials - Land Improve	223.17	0.00	223.17	
			9930928081	Clothing, Uniforms & Access	175.08	0.00	175.08	
			9932817951	Supplies, Safety	-175.09	0.00	-175.09	
			9933066012	Supplies, Safety	-350.18	0.00	-350.18	
			9933627045	Supplies, Safety	138.33	0.00	138.33	
			9933802069	Supplies, Safety	157.92	0.00	157.92	
			9934617755	Supplies, Safety	381.96	0.00	381.96	
			9934617763	Supplies, Safety	26.10	0.00	26.10	
			9934617771	Supplies, Safety	520.26	0.00	520.26	
			9935386194	Supplies, Safety	138.33	0.00	138.33	

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			9936102525	Supplies, Safety	138.33	0.00	138.33	
			9936102533	Bldg Maint Matls & Supplies	31.62	0.00	31.62	
			9936102541	Supplies, Safety	138.33	0.00	138.33	
			9938422707	Clothing, Uniforms & Access	82.12	0.00	82.12	
100278226	3/3/16	MOUNTAIN VIEW LOS ALTOS ADULT SCHOOL	021716(B)	DED Services/Training - Training	219.60	0.00	219.60	\$219.60
100278227	3/3/16	PALO ALTO MEDICAL FOUNDATION	1057	Medical Services	104.00	0.00	104.00	\$20,062.52
			1058	Medical Services	96.00	0.00	96.00	
			1059	Medical Services	40.00	0.00	40.00	
			1060	Medical Services	40.00	0.00	40.00	
			1061	Medical Services	40.00	0.00	40.00	
			1062	Medical Services	40.00	0.00	40.00	
			1063	Medical Services	40.00	0.00	40.00	
			1064	Medical Services	40.00	0.00	40.00	
			1065	Medical Services	40.00	0.00	40.00	
			1066	Medical Services	40.00	0.00	40.00	
			1067	Medical Services	40.00	0.00	40.00	
			1068	Medical Services	40.00	0.00	40.00	
			1069	Medical Services	40.00	0.00	40.00	
			1070	Medical Services	75.00	0.00	75.00	
			1071	Medical Services	40.00	0.00	40.00	
			1072	Medical Services	75.00	0.00	75.00	
			1073	Medical Services	40.00	0.00	40.00	
			1074	Medical Services	75.00	0.00	75.00	
			1075	Medical Services	40.00	0.00	40.00	
			1076	Medical Services	75.00	0.00	75.00	
			1077	Medical Services	40.00	0.00	40.00	
			1078	Medical Services	126.00	0.00	126.00	
			1079	Medical Services	75.00	0.00	75.00	
			1080	Medical Services	75.00	0.00	75.00	
			1081	Medical Services	19.00	0.00	19.00	

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			1082	Medical Services	33.00	0.00	33.00	
			1083	Medical Services	290.00	0.00	290.00	
			1084	Medical Services	75.00	0.00	75.00	
			1085	Medical Services	35.00	0.00	35.00	
			1086	Medical Services	35.00	0.00	35.00	
			1087	Medical Services	35.00	0.00	35.00	
			1088	Medical Services	104.00	0.00	104.00	
			1089	Medical Services	75.00	0.00	75.00	
			1090	Medical Services	35.00	0.00	35.00	
			1091	Medical Services	35.00	0.00	35.00	
			1092	Medical Services	35.00	0.00	35.00	
			1093	Medical Services	35.00	0.00	35.00	
			1094	Medical Services	35.00	0.00	35.00	
			1095	Medical Services	35.00	0.00	35.00	
			1096	Medical Services	47.00	0.00	47.00	
			1097	Medical Services	125.00	0.00	125.00	
			1098	Medical Services	125.00	0.00	125.00	
			1099	Medical Services	75.00	0.00	75.00	
			1100	Medical Services	105.00	0.00	105.00	
			1101	Medical Services	104.00	0.00	104.00	
			1102	Medical Services	290.00	0.00	290.00	
			1103	Medical Services	75.00	0.00	75.00	
			1104	Medical Services	75.00	0.00	75.00	
			1105	Medical Services	19.00	0.00	19.00	
			1106	Medical Services	33.00	0.00	33.00	
			1107	Medical Services	290.00	0.00	290.00	
			1108	Medical Services	75.00	0.00	75.00	
			1109	Medical Services	75.00	0.00	75.00	
			1110	Medical Services	290.00	0.00	290.00	
			1111	Medical Services	75.00	0.00	75.00	
			1112	Medical Services	75.00	0.00	75.00	

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			1113	Medical Services	290.00	0.00	290.00	
			1114	Medical Services	75.00	0.00	75.00	
			1115	Medical Services	75.00	0.00	75.00	
			1116	Medical Services	290.00	0.00	290.00	
			1117	Medical Services	75.00	0.00	75.00	
			1118	Medical Services	75.00	0.00	75.00	
			1119	Medical Services	290.00	0.00	290.00	
			1120	Medical Services	75.00	0.00	75.00	
			1121	Medical Services	75.00	0.00	75.00	
			1122	Medical Services	290.00	0.00	290.00	
			1123	Medical Services	75.00	0.00	75.00	
			1124	Medical Services	290.00	0.00	290.00	
			1125	Medical Services	75.00	0.00	75.00	
			1126	Medical Services	75.00	0.00	75.00	
			1127	Medical Services	19.00	0.00	19.00	
			1128	Medical Services	33.00	0.00	33.00	
			1129	Medical Services	290.00	0.00	290.00	
			1130	Medical Services	75.00	0.00	75.00	
			1131	Medical Services	290.00	0.00	290.00	
			1132	Medical Services	75.00	0.00	75.00	
			1133	Medical Services	290.00	0.00	290.00	
			1134	Medical Services	75.00	0.00	75.00	
			1135	Medical Services	290.00	0.00	290.00	
			1136	Medical Services	75.00	0.00	75.00	
			1137	Medical Services	290.00	0.00	290.00	
			1138	Medical Services	75.00	0.00	75.00	
			1139	Medical Services	290.00	0.00	290.00	
			1140	Medical Services	75.00	0.00	75.00	
			1141	Medical Services	75.00	0.00	75.00	
			1142	Medical Services	290.00	0.00	290.00	
			1143	Medical Services	75.00	0.00	75.00	

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			1144	Medical Services	75.00	0.00	75.00	
			1145	Medical Services	290.00	0.00	290.00	
			1146	Medical Services	75.00	0.00	75.00	
			1147	Medical Services	75.00	0.00	75.00	
			1148	Medical Services	290.00	0.00	290.00	
			1149	Medical Services	75.00	0.00	75.00	
			1150	Medical Services	75.00	0.00	75.00	
			1151	Medical Services	290.00	0.00	290.00	
			1152	Medical Services	75.00	0.00	75.00	
			1153	Medical Services	75.00	0.00	75.00	
			1154	Medical Services	290.00	0.00	290.00	
			1155	Medical Services	75.00	0.00	75.00	
			1156	Medical Services	75.00	0.00	75.00	
			1157	Medical Services	290.00	0.00	290.00	
			1158	Medical Services	75.00	0.00	75.00	
			1159	Medical Services	75.00	0.00	75.00	
			1160	Medical Services	290.00	0.00	290.00	
			1161	Medical Services	75.00	0.00	75.00	
			1162	Medical Services	75.00	0.00	75.00	
			1163	Medical Services	75.00	0.00	75.00	
			1164	Medical Services	35.00	0.00	35.00	
			1165	Medical Services	35.00	0.00	35.00	
			1167	Medical Services	35.00	0.00	35.00	
			1168	Medical Services	104.00	0.00	104.00	
			1169	Medical Services	290.00	0.00	290.00	
			1170	Medical Services	75.00	0.00	75.00	
			1171	Medical Services	75.00	0.00	75.00	
			2489	Pre-Employment Testing	75.00	0.00	75.00	
			2490	Pre-Employment Testing	125.00	0.00	125.00	
			2491	Pre-Employment Testing	57.00	0.00	57.00	
			2492	Pre-Employment Testing	75.00	0.00	75.00	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			2493	Pre-Employment Testing	125.00	0.00	125.00	
			2494	Pre-Employment Testing	125.00	0.00	125.00	
			2495	Medical Services	125.00	0.00	125.00	
			2496	Pre-Employment Testing	75.00	0.00	75.00	
			2497	Pre-Employment Testing	125.00	0.00	125.00	
			2498	Pre-Employment Testing	75.00	0.00	75.00	
			2499	Pre-Employment Testing	75.00	0.00	75.00	
			2500	Pre-Employment Testing	30.00	0.00	30.00	
			2501	Pre-Employment Testing	57.00	0.00	57.00	
			2502	Medical Services	125.00	0.00	125.00	
			2503	Pre-Employment Testing	75.00	0.00	75.00	
			2504	Pre-Employment Testing	125.00	0.00	125.00	
			2505	Pre-Employment Testing	75.00	0.00	75.00	
			2506	Pre-Employment Testing	125.00	0.00	125.00	
			2507	Pre-Employment Testing	30.00	0.00	30.00	
			2508	Medical Services	30.00	0.00	30.00	
			2509	Medical Services	125.00	0.00	125.00	
			2510	Pre-Employment Testing	30.00	0.00	30.00	
			2511	Pre-Employment Testing	75.00	0.00	75.00	
			2512	Pre-Employment Testing	125.00	0.00	125.00	
			2513	Pre-Employment Testing	75.00	0.00	75.00	
			2514	Pre-Employment Testing	125.00	0.00	125.00	
			2515	Pre-Employment Testing	30.00	0.00	30.00	
			2516	Medical Services	75.00	0.00	75.00	
			2517	Medical Services	75.00	0.00	75.00	
			2518	Medical Services	125.00	0.00	125.00	
			2519	Pre-Employment Testing	75.00	0.00	75.00	
			2520	Pre-Employment Testing	125.00	0.00	125.00	
			2521	Pre-Employment Testing	30.00	0.00	30.00	
			2522	Pre-Employment Testing	75.00	0.00	75.00	
			2523	Pre-Employment Testing	125.00	0.00	125.00	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			2524	Pre-Employment Testing	30.00	0.00	30.00	
			2525	Pre-Employment Testing	57.00	0.00	57.00	
			2528	Pre-Employment Testing	75.00	0.00	75.00	
			2529	Pre-Employment Testing	125.00	0.00	125.00	
			2530	Pre-Employment Testing	30.00	0.00	30.00	
			2531	Pre-Employment Testing	75.00	0.00	75.00	
			2532	Pre-Employment Testing	125.00	0.00	125.00	
			2533	Pre-Employment Testing	57.00	0.00	57.00	
			2534	Pre-Employment Testing	75.00	0.00	75.00	
			2535	Pre-Employment Testing	125.00	0.00	125.00	
			2536	Pre-Employment Testing	45.00	0.00	45.00	
			2537	Pre-Employment Testing	57.00	0.00	57.00	
			2538	Pre-Employment Testing	75.00	0.00	75.00	
			2539	Pre-Employment Testing	125.00	0.00	125.00	
			2540	Pre-Employment Testing	30.00	0.00	30.00	
			2541	Pre-Employment Testing	57.00	0.00	57.00	
			2542	Pre-Employment Testing	75.00	0.00	75.00	
			2543	Pre-Employment Testing	125.00	0.00	125.00	
			2544	Pre-Employment Testing	30.00	0.00	30.00	
			2545	Pre-Employment Testing	57.00	0.00	57.00	
			2546	Pre-Employment Testing	75.00	0.00	75.00	
			2547	Pre-Employment Testing	125.00	0.00	125.00	
			2550	Pre-Employment Testing	12.00	0.00	12.00	
			2551	Pre-Employment Testing	88.00	0.00	88.00	
			2552	Medical Services	125.00	0.00	125.00	
			2553	Pre-Employment Testing	75.00	0.00	75.00	
			2554	Pre-Employment Testing	125.00	0.00	125.00	
			2555	Pre-Employment Testing	30.00	0.00	30.00	
			2556	Pre-Employment Testing	57.00	0.00	57.00	
			2557	Pre-Employment Testing	75.00	0.00	75.00	
			2558	Pre-Employment Testing	125.00	0.00	125.00	

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			2559	Pre-Employment Testing	30.00	0.00	30.00	
			2560	Pre-Employment Testing	45.00	0.00	45.00	
			2561	Medical Services	125.00	0.00	125.00	
			2562	Pre-Employment Testing	30.00	0.00	30.00	
			2563	Pre-Employment Testing	125.00	0.00	125.00	
			2565	Pre-Employment Testing	75.00	0.00	75.00	
			2566	Pre-Employment Testing	125.00	0.00	125.00	
			2567	Pre-Employment Testing	75.00	0.00	75.00	
			2568	Pre-Employment Testing	57.00	0.00	57.00	
			2569	Pre-Employment Testing	75.00	0.00	75.00	
			2570	Medical Services	30.00	0.00	30.00	
			2571	Pre-Employment Testing	75.00	0.00	75.00	
			2572	Pre-Employment Testing	125.00	0.00	125.00	
			2573	Pre-Employment Testing	30.00	0.00	30.00	
			2574	Pre-Employment Testing	75.00	0.00	75.00	
			2575	Pre-Employment Testing	125.00	0.00	125.00	
			2576	Pre-Employment Testing	57.00	0.00	57.00	
			2577	Pre-Employment Testing	57.00	0.00	57.00	
			2578	Pre-Employment Testing	75.00	0.00	75.00	
			2579	Pre-Employment Testing	125.00	0.00	125.00	
			2580	Pre-Employment Testing	75.00	0.00	75.00	
			2581	Pre-Employment Testing	125.00	0.00	125.00	
			2582	Pre-Employment Testing	30.00	0.00	30.00	
			2583	Medical Services	125.00	0.00	125.00	
			2584	Medical Services	125.00	0.00	125.00	
			2585	Pre-Employment Testing	179.52	0.00	179.52	
100278243	3/3/16	PATRICK BALL	MAR/12/2016	Special Events	1,535.14	0.00	1,535.14	\$1,535.14
100278244	3/3/16	RESERVE ACCOUNT	11927647-0216	Inventory Purchase	20,000.00	0.00	20,000.00	\$20,000.00
100278245	3/3/16	SANTA CRUZ COUNTY TRAINING OFFICERS	AGUIRRE-APR16	Training and Conferences	250.00	0.00	250.00	\$500.00
			MILLER-APR16	Training and Conferences	250.00	0.00	250.00	

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100278246	3/3/16	SANTA CRUZ COUNTY TRAINING OFFICERS	MEINHART-0416	Training and Conferences	250.00	0.00	250.00	\$250.00
100278247	3/3/16	STATE FIRE TRAINING	BAUER-CERT	Training and Conferences	35.00	0.00	35.00	\$70.00
			SIPES-CERT	Training and Conferences	35.00	0.00	35.00	
Grand Total Payment Amount								<u>\$1,306,929.53</u>

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100278248	3/8/16	3M	UM33553	Library Periodicals/Databases	6,358.69	0.00	6,358.69	\$6,358.69
100278249	3/8/16	ACCESS HARDWARE	5616134-IN	Bldg Maint Matls & Supplies	867.09	0.00	867.09	\$1,132.76
			5616152-IN	Bldg Maint Matls & Supplies	170.57	0.00	170.57	
			5616236-IN	Bldg Maint Matls & Supplies	95.10	0.00	95.10	
100278250	3/8/16	ACCLAMATION INSURANCE MANAGEMENT	108100	Workers' Compensation - Administration	24,583.33	0.00	24,583.33	\$24,583.33
100278251	3/8/16	ACME BOILER & WATER HEATING CO	00994	Facilities Maint & Repair - Labor	435.00	0.00	435.00	\$435.00
100278252	3/8/16	ACUSHNET CO	902012077	Inventory Purchase	222.20	4.32	217.88	\$217.88
100278253	3/8/16	ALTA PLANNING + DESIGN INC	00-2015-306-3	Professional Services	1,728.00	0.00	1,728.00	\$1,728.00
100278254	3/8/16	AMFASOFT CORP	HARLABVOI-04	DED Services/Training - Training	290.00	0.00	290.00	\$8,480.00
			KARENPON-01	DED Services/Training - Training	2,880.00	0.00	2,880.00	
			STEPHCHNG-01	DED Services/Training - Training	5,310.00	0.00	5,310.00	
100278255	3/8/16	ANDERSON BRULE ARCHITECTS INC	14.1201.1-10	Architectural and Design Services	18,391.18	0.00	18,391.18	\$38,299.82
			14.1201.1-9	Architectural and Design Services	19,908.64	0.00	19,908.64	
100278256	3/8/16	ANDERSON PACIFIC ENGINEERING	1607-01	Misc Equip Maint & Repair - Materials	9,079.54	0.00	9,079.54	\$9,079.54
100278257	3/8/16	APPLEONE EMPLOYMENT SERVICES	01-3964892	Contracts/Service Agreements	5,154.29	0.00	5,154.29	\$5,154.29
100278258	3/8/16	AZTEC CONSULTANTS	ANAEROBC123	Construction Services	203,113.91	0.00	203,113.91	\$203,113.91
			#22					
100278259	3/8/16	BANK OF SACRAMENTO	ANAEROBC123	Construction Project Contract Retainage	10,690.21	0.00	10,690.21	\$10,690.21
			#22					
100278260	3/8/16	BAY-VALLEY PEST CONTROL INC	0203797	Facilities Maint & Repair - Labor	95.00	0.00	95.00	\$95.00
100278261	3/8/16	BIGGS CARDOSA ASSOC INC	68650	Consultants	52,276.68	0.00	52,276.68	\$52,276.68
100278262	3/8/16	BILL WILSON CENTER	JAN2016	Contracts/Service Agreements	12,225.95	0.00	12,225.95	\$28,775.80
			SEPT2015REV	Contracts/Service Agreements	16,549.85	0.00	16,549.85	
100278263	3/8/16	BOETHING TREELAND FARMS INC	SI-1056680	Materials - Land Improve	634.18	0.00	634.18	\$634.18
100278264	3/8/16	BRIDGESTONE GOLF INC	1002463671	Inventory Purchase	-46.00	0.00	-46.00	\$313.24
			1002465279	Inventory Purchase	381.60	22.36	359.24	
100278265	3/8/16	BURKE WILLIAMS & SORENSEN LLP	198138	Legal Services	3,135.85	0.00	3,135.85	\$3,135.85
100278266	3/8/16	CSAC EXCESS INSURANCE AUTHORITY	1185	Insurances - Life/AD&D Insurance	18,429.84	0.00	18,429.84	\$42,352.66
			1185	Insurances - Long Term Disability	23,922.82	0.00	23,922.82	

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100278267	3/8/16	CALIFORNIA RURAL WATER ASSN	2016-2017	Membership Fees	1,146.00	0.00	1,146.00	\$1,146.00
100278268	3/8/16	CENTURY GRAPHICS	43866	Inventory Purchase	724.55	0.00	724.55	\$724.55
100278269	3/8/16	COAST PERSONNEL SERVICES INC	242118	Contracts/Service Agreements	846.30	0.00	846.30	\$5,188.78
			242119	Contracts/Service Agreements	832.00	0.00	832.00	
			242120	Contracts/Service Agreements	870.48	0.00	870.48	
			242121	Contracts/Service Agreements	870.48	0.00	870.48	
			242122	Contracts/Service Agreements	967.20	0.00	967.20	
			242123	Contracts/Service Agreements	802.32	0.00	802.32	
100278273	3/8/16	CORIX WATER PRODUCTS (US) INC	17613004088	Materials - Land Improve	1,422.31	0.00	1,422.31	\$329.37
			1761500342	Materials - Land Improve	-1,092.94	0.00	-1,092.94	
100278274	3/8/16	DAPPER TIRE CO INC	42951912	Inventory Purchase	1,940.59	0.00	1,940.59	\$1,940.59
100278275	3/8/16	DERONE ENTERPRISES	51307	Misc Equip Maint & Repair - Materials	297.75	0.00	297.75	\$297.75
100278277	3/8/16	ELIZABETH J STRAIN	ES2016JAN	Rec Instructors/Officials	1,398.10	0.00	1,398.10	\$1,398.10
100278278	3/8/16	EMPIRE SAFETY & SUPPLY	0078915-IN	Inventory Purchase	568.22	0.00	568.22	\$568.22
100278280	3/8/16	FOSTER BROS SECURITY SYSTEMS INC	277090	Bldg Maint Matls & Supplies	182.70	0.00	182.70	\$202.28
			277100	Bldg Maint Matls & Supplies	19.58	0.00	19.58	
100278281	3/8/16	FOUNDATION FOR CALIFORNIA COMMUNITY	NOVA-1615	Professional Services	490.13	0.00	490.13	\$980.25
			NOVA-1616	Professional Services	490.12	0.00	490.12	
100278282	3/8/16	FRANK A OLSEN CO INC	234856	Miscellaneous Equipment Parts & Supplies	64.86	0.00	64.86	\$64.86
100278283	3/8/16	FREMONT UNION HIGH SCHOOL DISTRICT	16-332	Professional Services	2,043.02	0.00	2,043.02	\$2,043.02
100278284	3/8/16	GARDA	10185161	Financial Services	2,975.32	0.00	2,975.32	\$2,975.32
100278285	3/8/16	GARDENLAND POWER EQUIPMENT	353964	General Supplies	262.31	0.00	262.31	\$1,569.19
			354089	Misc Equip Maint & Repair - Materials	271.85	0.00	271.85	
			354089	Hand Tools	264.14	0.00	264.14	
			356214	Misc Equip Maint & Repair - Materials	426.15	0.00	426.15	
			356214	Hand Tools	33.59	0.00	33.59	
			356533	Misc Equip Maint & Repair - Materials	311.15	0.00	311.15	
100278286	3/8/16	GORILLA METALS	184061	Materials - Land Improve	64.06	0.00	64.06	\$141.45
			184193	Misc Equip Maint & Repair - Labor	5.00	0.00	5.00	
			184193	Misc Equip Maint & Repair - Materials	72.39	0.00	72.39	

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100278287	3/8/16	GUENDOLYN D POBLETE	CMS-15-16-1	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100278288	3/8/16	GURDEEP KAUR CHAWLA	MAR/02/2016	Investigation Expense	600.00	0.00	600.00	\$600.00
100278289	3/8/16	HARRIS DESIGN	15.05.04	Consultants	86,283.62	0.00	86,283.62	\$86,283.62
100278290	3/8/16	HI-TECH OPTICAL INC	651365	Benefits and Incentives - Prescription Safety Glasses	91.00	0.00	91.00	\$918.50
			651366	Benefits and Incentives - Prescription Safety Glasses	100.00	0.00	100.00	
			651367	Benefits and Incentives - Prescription Safety Glasses	100.00	0.00	100.00	
			651370	Benefits and Incentives - Prescription Safety Glasses	100.00	0.00	100.00	
			653087	Benefits and Incentives - Prescription Safety Glasses	184.50	0.00	184.50	
			653090	Benefits and Incentives - Prescription Safety Glasses	70.00	0.00	70.00	
			653091	Benefits and Incentives - Prescription Safety Glasses	73.00	0.00	73.00	
			654742	Benefits and Incentives - Prescription Safety Glasses	200.00	0.00	200.00	
100278291	3/8/16	HUMANE SOCIETY SILICON VALLEY	76526	Contracts/Service Agreements	13,668.00	0.00	13,668.00	\$13,668.00
100278292	3/8/16	HYBRID COMMERCIAL PRINTING INC	25742	Printing & Related Services	255.56	0.00	255.56	\$1,457.25
			25743	Printing & Related Services	1,201.69	0.00	1,201.69	
100278293	3/8/16	IMAGEX	203785	Printing & Related Services	2,002.28	0.00	2,002.28	\$2,002.28
100278294	3/8/16	IMPERIAL SPRINKLER SUPPLY	2503615-00	Materials - Land Improve	2,696.80	0.00	2,696.80	\$2,696.80
100278295	3/8/16	INDEPENDENT ELECTRIC SUPPLY INC	S102666049.001	Hand Tools	30.69	0.00	30.69	\$30.69
100278296	3/8/16	INGRAM LIBRARY SERVICES INC	92104379	Library Acquisitions, Books	540.32	0.00	540.32	\$32,065.51
			92104380	Library Acquisitions, Books	7,936.03	0.00	7,936.03	
			92104380	Library Materials Preprocessing	537.93	0.00	537.93	
			92104381	Library Acquisitions, Books	4,317.50	0.00	4,317.50	
			92104381	Library Materials Preprocessing	323.13	0.00	323.13	
			92104382	Library Acquisitions, Books	8,988.82	0.00	8,988.82	
			92104382	Library Materials Preprocessing	919.48	0.00	919.48	
			92104383	Library Acquisitions, Books	7,670.35	0.00	7,670.35	

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			92104383	Library Materials Preprocessing	831.95	0.00	831.95	
100278297	3/8/16	INSIGHT PUBLIC SECTOR INC	1100462882	Software Licensing & Support	2,805.00	0.00	2,805.00	\$2,805.00
100278298	3/8/16	JOBTRAIN	JAN2016	Contracts/Service Agreements	37,501.00	0.00	37,501.00	\$37,501.00
100278299	3/8/16	JULIA SHOTWELL	CMS-15-16-2	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100278300	3/8/16	KOHLWEISS AUTO PARTS INC	01OR8826	Inventory Purchase	191.03	3.82	187.21	\$187.21
100278301	3/8/16	L N CURTIS & SONS INC	1368269-00	Clothing, Uniforms & Access	46.49	0.00	46.49	\$3,720.85
			1383317-04	Clothing, Uniforms & Access	3,087.47	0.00	3,087.47	
			1387565-00	General Supplies	586.89	0.00	586.89	
100278302	3/8/16	M & R REPAIR CO	10858	Facilities Maint & Repair - Labor	120.00	0.00	120.00	\$315.75
			10858	Facilities Maint & Repair - Materials	195.75	0.00	195.75	
100278303	3/8/16	MALLORY SAFETY & SUPPLY LLC	4047258	Inventory Purchase	45.02	0.00	45.02	\$135.07
			4049783	Inventory Purchase	90.05	0.00	90.05	
100278304	3/8/16	MELROSE METAL PRODUCTS INC	13762	Miscellaneous Equipment Parts & Supplies	6,453.23	0.00	6,453.23	\$6,806.67
			13776	Miscellaneous Equipment Parts & Supplies	353.44	0.00	353.44	
100278305	3/8/16	MIDWEST TAPE	93730384	Library Technology Services	4,340.44	0.00	4,340.44	\$4,340.44
100278306	3/8/16	MIKE DAVIS LANDSCAPE SERVICES	1010	Services Maintain Land Improv	2,003.00	0.00	2,003.00	\$2,003.00
100278307	3/8/16	MISSION LINEN SERVICE	501811551	Laundry & Cleaning Services	53.39	0.00	53.39	\$1,149.64
			501819904	Laundry & Cleaning Services	39.82	0.00	39.82	
			501828596	Laundry & Cleaning Services	39.82	0.00	39.82	
			501835578	Laundry & Cleaning Services	36.46	0.00	36.46	
			501835582	Laundry & Cleaning Services	39.82	0.00	39.82	
			501835583	Laundry & Cleaning Services	62.06	0.00	62.06	
			501850970	Laundry & Cleaning Services	53.39	0.00	53.39	
			501867238	Laundry & Cleaning Services	39.82	0.00	39.82	
			501875101	Laundry & Cleaning Services	39.82	0.00	39.82	
			501883131	Laundry & Cleaning Services	36.46	0.00	36.46	
			501883135	Laundry & Cleaning Services	39.82	0.00	39.82	
			501883136	Laundry & Cleaning Services	62.06	0.00	62.06	
			501898729	Laundry & Cleaning Services	53.39	0.00	53.39	
			501904719	Laundry & Cleaning Services	28.70	0.00	28.70	
			5019048967	Laundry & Cleaning Services	39.82	0.00	39.82	

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			501915338	Laundry & Cleaning Services	50.94	0.00	50.94	
			501932078	Laundry & Cleaning Services	29.39	0.00	29.39	
			501932082	Laundry & Cleaning Services	39.82	0.00	39.82	
			501932083	Laundry & Cleaning Services	65.42	0.00	65.42	
			501948253	Laundry & Cleaning Services	53.39	0.00	53.39	
			501965583	Laundry & Cleaning Services	54.30	0.00	54.30	
			501973200	Laundry & Cleaning Services	36.46	0.00	36.46	
			501973204	Laundry & Cleaning Services	39.82	0.00	39.82	
			501973205	Laundry & Cleaning Services	62.06	0.00	62.06	
			501984677	Laundry & Cleaning Services	53.39	0.00	53.39	
100278309	3/8/16	MONTEREY MECHANICAL CO	121506-01	Misc Equip Maint & Repair - Labor	14,000.00	0.00	14,000.00	\$17,775.00
			121506-01	Misc Equip Maint & Repair - Materials	3,775.00	0.00	3,775.00	
100278310	3/8/16	MOUNTAIN VIEW GARDEN CENTER	81767	Materials - Land Improve	36.92	0.00	36.92	\$217.06
			81948	Materials - Land Improve	180.14	0.00	180.14	
100278311	3/8/16	NATIONAL ASSN OF CLEAN WATER AGENCIES	46230	Membership Fees	9,410.00	0.00	9,410.00	\$9,410.00
100278312	3/8/16	NEXTEL COMMUNICATIONS	223865314-171	Utilities - Mobile Phones - City Mobile Phones	153.96	0.00	153.96	\$153.96
100278313	3/8/16	OCLC INC	0000448073	Lib Database Services (OCLC)	2,086.50	0.00	2,086.50	\$2,086.50
100278314	3/8/16	ON ASSIGNMENT LAB SUPPORT	KAB550161760	Salaries - Contract Personnel	1,200.00	0.00	1,200.00	\$2,332.50
			LAB550160161	Salaries - Contract Personnel	1,132.50	0.00	1,132.50	
100278315	3/8/16	OVERDRIVE INC	0910-114815393	Library Periodicals/Databases	543.77	0.00	543.77	\$543.77
100278316	3/8/16	OVERLAND PACIFIC AND CUTLER INC	1510096	Consultants	57.50	0.00	57.50	\$57.50
100278318	3/8/16	PACIFIC ELECTRIC CONTRACTING INC	DUANEBRITTN #01	Construction Services	117,125.50	0.00	117,125.50	\$117,125.50
100278319	3/8/16	PACIFIC WEST SECURITY INC	0418422	Facilities Maint & Repair - Labor	125.00	0.00	125.00	\$125.00
100278320	3/8/16	PALO ALTO ELECTRIC MOTOR CORP	SI1523	Bldg Maint Matls & Supplies	609.00	0.00	609.00	\$609.00
100278321	3/8/16	PAN ASIAN PUBLICATIONS INC	U-14722	Library Acquisitions, Books	1,877.78	0.00	1,877.78	\$1,877.78
100278322	3/8/16	PARADISO MECHANICAL INC	696-02	Services Maintain Land Improv	30,172.00	0.00	30,172.00	\$30,172.00
100278323	3/8/16	PATSONS MEDIA GROUP	176550	Printing & Related Services	1,254.03	0.00	1,254.03	\$2,438.90
			176861	Printing & Related Services	565.00	0.00	565.00	
			176895	Printing & Related Services	103.31	0.00	103.31	

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			176902	Printing & Related Services	516.56	0.00	516.56	
100278324	3/8/16	PENINSULA BATTERY INC	115545	Inventory Purchase	84.96	0.00	84.96	\$84.96
100278325	3/8/16	PETERSON POWER SYSTEMS INC	PC240029116	Miscellaneous Equipment Parts & Supplies	1,544.86	0.00	1,544.86	\$1,544.86
100278326	3/8/16	PINE CONE LUMBER CO INC	628619	Materials - Land Improve	95.35	0.00	95.35	\$95.35
100278327	3/8/16	PINNACLE VEND SYSTEMS	1989	Equipment Rental/Lease	1,848.53	0.00	1,848.53	\$1,848.53
100278328	3/8/16	PITNEY BOWES INC	345767	General Supplies	154.37	0.00	154.37	\$154.37
100278329	3/8/16	POLLARDWATER.COM	0035827	Miscellaneous Equipment Parts & Supplies	125.20	0.00	125.20	\$466.34
			0036239	Miscellaneous Equipment Parts & Supplies	341.14	0.00	341.14	
100278330	3/8/16	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA16709	Insurances - Dental	52,168.60	0.00	52,168.60	\$63,317.80
			EIA16709	Insurances - Vision	11,149.20	0.00	11,149.20	
100278331	3/8/16	R & R REFRIGERATION & AIR CONDITIONING	59279	Facilities Maint & Repair - Labor	376.00	0.00	376.00	\$715.00
			59303	Facilities Maint & Repair - Labor	339.00	0.00	339.00	
100278332	3/8/16	R E P NUT N BOLT GUY	27206	Inventory Purchase	287.49	0.00	287.49	\$287.49
100278333	3/8/16	RAYVERN LIGHTING SUPPLY CO INC	40508-0	Inventory Purchase	512.21	0.00	512.21	\$512.21
100278334	3/8/16	READYREFRESH BY NESTLE	06B0028805083	General Supplies	27.59	0.00	27.59	\$186.96
			16B0023249071	General Supplies	36.87	0.00	36.87	
			16B5736476002	General Supplies	41.51	0.00	41.51	
			16B5740153001	General Supplies	67.96	0.00	67.96	
			16B5740154009	General Supplies	4.34	0.00	4.34	
			16B5740156004	General Supplies	8.69	0.00	8.69	
100278335	3/8/16	REFRIGERATION SUPPLIES DISTRIBUTOR	82031307-00	Bldg Maint Matls & Supplies	227.06	0.00	227.06	\$227.06
100278336	3/8/16	ROGER D HIGDON	2016-15306A	Consultants	380.16	0.00	380.16	\$380.16
100278337	3/8/16	SAFEWAY INC	433072-022916	Food Products	27.88	0.00	27.88	\$57.88
			804271-030316	Food Products	30.00	0.00	30.00	
100278338	3/8/16	SAN FRANCISCO STATE UNIVERSITY	754851	DED Services/Training - Training	900.00	0.00	900.00	\$900.00
100278339	3/8/16	SANTA CLARA VALLEY WATER DISTRICT	GM013038	Taxes & Licenses - Misc	7,715.22	0.00	7,715.22	\$7,715.22
100278340	3/8/16	SHAPE PRODUCTS	4003327	Chemicals	407.90	0.00	407.90	\$407.90
100278341	3/8/16	SIERRA CHEMICAL CO	SLS10030610	Chemicals	2,115.02	0.00	2,115.02	\$2,115.02
100278342	3/8/16	SILICON VALLEY POLYTECHNIC INSTITUTE	03042016-290	DED Services/Training - Training	300.00	0.00	300.00	\$600.00
			03042016-291	DED Services/Training - Training	300.00	0.00	300.00	
100278343	3/8/16	SITEONE LANDSCAPE SUPPLY LLC	74646219	Materials - Land Improve	1,286.73	0.00	1,286.73	\$1,469.19

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			74656197	Materials - Land Improve	182.46	0.00	182.46	
100278344	3/8/16	STATE WATER RESOURCES CONTROL BOARD	OP#22823 GR T4	Membership Fees	105.00	0.00	105.00	\$105.00
100278345	3/8/16	STRATEGIC ENERGY INNOVATIONS	2366	Miscellaneous Services	17,500.00	0.00	17,500.00	\$17,500.00
100278346	3/8/16	STUDIO EM GRAPHIC DESIGN	16008	Graphics Services	326.25	0.00	326.25	\$326.25
100278347	3/8/16	SUBURBAN PROPANE	11620	Fuel, Oil & Lubricants	937.17	0.00	937.17	\$937.17
100278349	3/8/16	SUNNYVALE DOWNTOWN ASSN	BUDGETSUPPL 8	Miscellaneous Services	13,982.09	0.00	13,982.09	\$13,982.09
100278350	3/8/16	SUPPLYWORKS	1768907-00	Inventory Purchase	339.30	3.39	335.91	\$335.91
100278351	3/8/16	T W SMITH CO	FFP341	Materials - Land Improve	1,864.80	0.00	1,864.80	\$2,651.16
			FFPD27	Materials - Land Improve	688.54	0.00	688.54	
			FFQ435	Materials - Land Improve	97.82	0.00	97.82	
100278352	3/8/16	TELSTAR INSTRUMENTS INC	84771	Miscellaneous Equipment Parts & Supplies	4,849.96	0.00	4,849.96	\$5,075.44
			84772	Miscellaneous Equipment Parts & Supplies	225.48	0.00	225.48	
100278353	3/8/16	TURF & INDUSTRIAL EQUIPMENT CO	IV15079	Inventory Purchase	462.19	0.00	462.19	\$484.85
			IV15087	Misc Equip Maint & Repair - Materials	22.66	0.00	22.66	
100278354	3/8/16	USA BLUEBOOK	885957	Hand Tools	379.18	0.00	379.18	\$379.18
100278355	3/8/16	UNIQUE MANAGEMENT SERVICES INC	421232	Financial Services	483.30	0.00	483.30	\$483.30
100278356	3/8/16	UNITED SITE SERVICES INC	114-3784916	Facilities Maint & Repair - Labor	267.94	0.00	267.94	\$267.94
100278358	3/8/16	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56643	DED Services/Training - Training	600.00	0.00	600.00	\$17,341.00
			56743	DED Services/Training - Training	541.00	0.00	541.00	
			57023	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			57031	DED Services/Training - Training	5,400.00	0.00	5,400.00	
			57034	DED Services/Training - Training	5,400.00	0.00	5,400.00	
100278359	3/8/16	VWR INTERNATIONAL LLC	8043952876	General Supplies	20.77	0.00	20.77	\$20.77
100278360	3/8/16	VALLEY CREST TREE CO	4979547	Materials - Land Improve	3,302.75	0.00	3,302.75	\$3,302.75
100278361	3/8/16	VERIZON WIRELESS	INV10263661	Communication Equipment	13.12	0.00	13.12	\$13.12
100278362	3/8/16	W G FRITZ CONSTRUCTION INC	3596	Facilities Maint & Repair - Labor	3,892.68	0.00	3,892.68	\$3,892.68
100278363	3/8/16	WEATHERSHIELD ROOF SYSTEMS INC	7557	Facilities Maint & Repair - Labor	783.50	0.00	783.50	\$783.50
100278364	3/8/16	WECK LABORATORIES INC	W6B0207-COSV	Water Lab Services	263.90	0.00	263.90	\$263.90
100278365	3/8/16	WEST VALLEY STAFFING GROUP	161072	Professional Services	2,368.44	0.00	2,368.44	\$4,605.30
			161702	Professional Services	2,236.86	0.00	2,236.86	

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100278366	3/8/16	WINSUPPLY OF SILICON VALLEY	655716 00	Materials - Land Improve	32.67	0.00	32.67	\$32.67
100278367	3/8/16	YOUNG CHEFS ACADEMY	FALL-2 2015	Rec Instructors/Officials	1,456.00	0.00	1,456.00	\$2,016.00
			HDAY	Rec Instructors/Officials	560.00	0.00	560.00	
			CAMPS2015					
100278368	3/8/16	WAITER.COM INC	G0224894263	Food Products	89.41	0.00	89.41	\$163.94
			G0301907080	Food Products	74.53	0.00	74.53	
100278369	3/8/16	BUCKLES-SMITH ELECTRIC CO	1472599-00	Electrical Parts & Supplies	1,205.29	0.00	1,205.29	\$1,205.29
100278370	3/8/16	CITY OF SANTA CLARA MUNICIPAL UTILITIES	FEB2016	Utilities - Electric	529.68	0.00	529.68	\$529.68
100278371	3/8/16	OFFICEMAX CONTRACT INC	21573602192016	Supplies, Office 1	-72.87	0.00	-72.87	\$8,944.98
			22118502152016	Supplies, Office 1	765.18	0.00	765.18	
			22124102152016	Supplies, Office 1	331.64	0.00	331.64	
			22195102152016	Supplies, Office 1	68.20	0.00	68.20	
			22719902152016	Supplies, Office 1	445.78	0.00	445.78	
			24702102192016	Supplies, Office 1	-57.61	0.00	-57.61	
			24775002172016	Supplies, Office 1	19.01	0.00	19.01	
			24938302172016	Supplies, Office 1	155.36	0.00	155.36	
			25258502172016	Inventory Purchase	184.14	0.00	184.14	
			25522902182016	Supplies, Office 1	122.84	0.00	122.84	
			25806202182016	Supplies, Office 1	84.80	0.00	84.80	
			25873002182016	Supplies, Office 1	66.19	0.00	66.19	
			25873302182016	Supplies, Office 1	327.53	0.00	327.53	
			25898302182016	Supplies, Office 1	10.08	0.00	10.08	
			25914702182016	Supplies, Office 1	72.22	0.00	72.22	
			26013602182016	Supplies, Office 1	312.08	0.00	312.08	
			26175602182016	Supplies, Office 1	24.96	0.00	24.96	
			26815902252016	Supplies, Office 1	85.79	0.00	85.79	
			26922802192016	Supplies, Office 1	79.74	0.00	79.74	
			26932402192016	Supplies, Office 1	20.14	0.00	20.14	
			26937702192016	Supplies, Office 1	540.33	0.00	540.33	
			27182202192016	Supplies, Office 1	85.29	0.00	85.29	
			27293302252016	Supplies, Office 1	59.99	0.00	59.99	

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			27365202192016	Supplies, Office 1	27.84	0.00	27.84	
			27371902192016	Supplies, Office 1	36.53	0.00	36.53	
			27373002192016	Supplies, Office 1	326.91	0.00	326.91	
			27505602192016	Supplies, Office 1	175.19	0.00	175.19	
			27735802192016	Supplies, Office 1	153.46	0.00	153.46	
			28346402222016	Supplies, Office 1	564.20	0.00	564.20	
			28351602222016	Supplies, Office 1	40.81	0.00	40.81	
			28390002222016	Supplies, Office 1	130.59	0.00	130.59	
			28470502222016	Supplies, Office 1	145.29	0.00	145.29	
			28554902222016	Supplies, Office 1	152.20	0.00	152.20	
			29335102232016	Supplies, Office 1	52.20	0.00	52.20	
			29785002232016	Supplies, Office 1	57.03	0.00	57.03	
			29833602232016	Supplies, Office 1	341.34	0.00	341.34	
			30397202242016	Supplies, Office 1	47.09	0.00	47.09	
			30537302242016	Supplies, Office 1	53.58	0.00	53.58	
			30657502242016	Supplies, Office 1	167.96	0.00	167.96	
			30665202242016	Supplies, Office 1	6.49	0.00	6.49	
			30743802252016	Supplies, Office 1	5.33	0.00	5.33	
			30826802242016	Supplies, Office 1	71.35	0.00	71.35	
			30968502242016	Supplies, Office 1	190.70	0.00	190.70	
			31529402252016	Supplies, Office 1	254.15	0.00	254.15	
			32239902162016	Supplies, Office 1	170.59	0.00	170.59	
			32291902252016	Supplies, Office 1	98.00	0.00	98.00	
			32378302252016	Supplies, Office 1	139.12	0.00	139.12	
			32446402252016	Supplies, Office 1	613.53	0.00	613.53	
			32661602252016	Supplies, Office 1	114.60	0.00	114.60	
			33635202262016	Supplies, Office 1	578.76	0.00	578.76	
			34079002292016	Supplies, Office 1	67.23	0.00	67.23	
			34437002292016	Supplies, Office 1	303.32	0.00	303.32	
			34443302292016	Supplies, Office 1	17.78	0.00	17.78	
			41082602182016	Supplies, Office 1	10.66	0.00	10.66	

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			41184102182016	Supplies, Office 1	88.90	0.00	88.90	
			41503802192016	Supplies, Office 1	5.72	0.00	5.72	
			48746502242016	Supplies, Office 1	5.72	0.00	5.72	
100278376	3/8/16	PACIFIC GAS & ELECTRIC CO	00328522410216	Utilities - Electric	10.06	0.00	10.06	\$7,769.99
			00697062300216	Utilities - Electric	10.72	0.00	10.72	
			03958470700216	Utilities - Electric	3,341.77	0.00	3,341.77	
			24528699500216	Utilities - Electric	9.86	0.00	9.86	
			25900730020216	Utilities - Electric	71.11	0.00	71.11	
			36207652980216	Utilities - Electric	54.03	0.00	54.03	
			43357992720216	Utilities - Electric	13.19	0.00	13.19	
			45039216730216	Utilities - Electric	12.48	0.00	12.48	
			53350770050216	Fuel, Oil & Lubricants	848.20	0.00	848.20	
			65170651530216	Utilities - Electric	1,043.59	0.00	1,043.59	
			81703231610216	Utilities - Electric	17.29	0.00	17.29	
			89805160050216	Utilities - Electric	9.86	0.00	9.86	
			91290311060216	Utilities - Electric	94.27	0.00	94.27	
			94639783770216	Utilities - Electric	49.73	0.00	49.73	
			96226804090216	Utilities - Electric	214.44	0.00	214.44	
			97322830180216	Utilities - Electric	118.85	0.00	118.85	
			97322834740216	Utilities - Electric	12.47	0.00	12.47	
			SVVT1362020116	Utilities - Electric	1,838.07	0.00	1,838.07	
100278380	3/8/16	ABE CONSTRUCTION INC	170069-5944	Refund Utility Account Credit	290.18	0.00	290.18	\$290.18
100278381	3/8/16	JIA-LIN HAN & EMILY KAO	125831-34176	Refund Utility Account Credit	191.60	0.00	191.60	\$191.60
100278382	3/8/16	V FONTE	114483-70632	Refund Utility Account Credit	67.61	0.00	67.61	\$67.61
100278386	3/10/16	AIRGAS USA LLC	9048391930	General Supplies	577.29	0.00	577.29	\$772.84
			9933503526	General Supplies	195.55	0.00	195.55	
100278387	3/10/16	ALPINE AWARDS INC	5509016	Clothing, Uniforms & Access	390.65	0.00	390.65	\$390.65
100278388	3/10/16	ALTA PLANNING + DESIGN INC	00-2015-306-1	Professional Services	15,351.00	0.00	15,351.00	\$17,370.75
			00-2015-306-2	Professional Services	2,019.75	0.00	2,019.75	
100278389	3/10/16	AMFASOFT CORP						\$9,900.00

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			ADAMZACHS-01	DED Services/Training - Training	4,950.00	0.00	4,950.00	
			NGOCTRAN-01	DED Services/Training - Training	4,950.00	0.00	4,950.00	
100278390	3/10/16	ASSOCIATED INFRASTRUCTURE MGMT SERVICES	2016-005	Consultants	5,081.26	0.00	5,081.26	\$5,081.26
100278391	3/10/16	ATLAS COPCO COMPRESSORS LLC	626553	Miscellaneous Equipment Parts & Supplies	214.54	0.00	214.54	\$443.27
			629186	Miscellaneous Equipment Parts & Supplies	228.73	0.00	228.73	
100278392	3/10/16	BADGER METER INC	1082346	Inventory Purchase	5,211.00	0.00	5,211.00	\$5,211.00
100278393	3/10/16	BAY AREA TRENCHLESS	01/27/2016	Construction Services	5,400.00	0.00	5,400.00	\$5,400.00
100278394	3/10/16	BOUND TREE MEDICAL LLC	82069190	Inventory Purchase	1,990.13	0.00	1,990.13	\$1,990.13
100278395	3/10/16	BUCHANAN AUTO ELECTRIC INC	C51779	Parts, Vehicles & Motor Equip	447.02	0.00	447.02	\$447.02
100278396	3/10/16	BURTONS FIRE INC	S31594	Parts, Vehicles & Motor Equip	341.70	0.00	341.70	\$409.53
			S31704	Parts, Vehicles & Motor Equip	67.83	0.00	67.83	
100278397	3/10/16	CALTEST ANALYTICAL LABORATORY	556117	Water Lab Services	416.10	0.00	416.10	\$416.10
100278399	3/10/16	CENTURY GRAPHICS	43850	Clothing, Uniforms & Access	570.69	0.00	570.69	\$570.69
100278400	3/10/16	CITYGATE ASSOCIATES LLC	23878	Consultants	1,361.06	0.00	1,361.06	\$1,361.06
100278401	3/10/16	COAST COUNTIES PETERBILT	0111903S	Auto Maint & Repair - Labor	319.90	0.00	319.90	\$577.36
			0111903S	Auto Maint & Repair - Materials	115.20	0.00	115.20	
			0119866P	Parts, Vehicles & Motor Equip	142.26	0.00	142.26	
100278402	3/10/16	COMCAST	03/07-04/06/16	Miscellaneous Services	71.24	0.00	71.24	\$71.24
100278403	3/10/16	CONSOLIDATED PARTS INC	5029586	Electrical Parts & Supplies	102.88	0.00	102.88	\$102.88
100278404	3/10/16	DTN ENGINEERS INC	389.03	Engineering Services	10,347.86	0.00	10,347.86	\$10,347.86
100278405	3/10/16	DAPPER TIRE CO INC	42904191	Inventory Purchase	-704.57	0.00	-704.57	\$943.63
			42962707	Inventory Purchase	1,648.20	0.00	1,648.20	
100278406	3/10/16	DAVID GREGORY GOODWIN	169912-8033013	DED Services/Training - Books	57.17	0.00	57.17	\$57.17
100278407	3/10/16	EP 21	0056365-IN	General Supplies	64.65	0.00	64.65	\$64.65
100278408	3/10/16	ENERGY REDUCTION SOLUTIONS	030816	Inventory Purchase	2,972.14	0.00	2,972.14	\$2,972.14
100278409	3/10/16	FERGUSON ENTERPRISES INC	1153944	Inventory Purchase	661.20	6.08	655.12	\$655.12
100278410	3/10/16	FERRARA FIRE APPARATUS INC	INV00000W75858	Parts, Vehicles & Motor Equip	283.18	0.00	283.18	\$283.18
100278411	3/10/16	FIRST UNITED METHODIST CHURCH SUNNYVALE	1	Outside Group Funding	3,750.00	0.00	3,750.00	\$7,500.00
			2	Outside Group Funding	3,750.00	0.00	3,750.00	

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100278412	3/10/16	FISHER SCIENTIFIC CO LLC	1663712	General Supplies	96.42	0.00	96.42	\$535.70
			4094418	General Supplies	96.15	0.00	96.15	
			5848820	General Supplies	343.13	0.00	343.13	
100278413	3/10/16	FRANK A OLSEN CO INC	234902	Miscellaneous Equipment Parts & Supplies	1,486.17	0.00	1,486.17	\$1,486.17
100278414	3/10/16	GARDENLAND POWER EQUIPMENT	349848	Parts, Vehicles & Motor Equip	116.16	0.00	116.16	\$116.16
100278415	3/10/16	GOLDEN GATE PETROLEUM	675021	Fuel, Oil & Lubricants	364.11	0.00	364.11	\$681.53
			675161	Fuel, Oil & Lubricants	317.42	0.00	317.42	
100278416	3/10/16	GOLDEN GATE TRUCK CENTER	F005696908:01	Parts, Vehicles & Motor Equip	154.13	0.00	154.13	\$343.38
			F005698393:01	Parts, Vehicles & Motor Equip	152.41	0.00	152.41	
			F005698469:01	Parts, Vehicles & Motor Equip	36.84	0.00	36.84	
100278417	3/10/16	GRANITEROCK CO	946246	Materials - Land Improve	568.73	0.00	568.73	\$568.73
100278418	3/10/16	HANSON ASSOC	1531	Consultants	5,175.00	0.00	5,175.00	\$5,175.00
100278419	3/10/16	HEXAGON TRANSPORTATION CONSULTANTS INC	9553	Consultants	11,400.00	0.00	11,400.00	\$11,400.00
100278420	3/10/16	HUMBERTO ARRUDA	6307	DED Services/Training - Books	219.51	0.00	219.51	\$219.51
100278421	3/10/16	IDEXX DISTRIBUTION GROUP	297504474	General Supplies	743.67	0.00	743.67	\$4,325.42
			297656628	General Supplies	3,581.75	0.00	3,581.75	
100278422	3/10/16	JACOBSEN WEST	90055237	Parts, Vehicles & Motor Equip	31.91	0.00	31.91	\$1,246.67
			90055737	Parts, Vehicles & Motor Equip	1,197.54	0.00	1,197.54	
			90056367	Parts, Vehicles & Motor Equip	17.22	0.00	17.22	
100278423	3/10/16	KELLY PAPER CO	7761390	General Supplies	-174.61	0.00	-174.61	\$194.31
			7802701	General Supplies	368.92	0.00	368.92	
100278424	3/10/16	KOHLWEISS AUTO PARTS INC	01OR9730	Inventory Purchase	177.48	3.55	173.93	\$1,160.33
			01OR9734	Inventory Purchase	695.94	13.92	682.02	
			01OR9880	Inventory Purchase	310.59	6.21	304.38	
100278425	3/10/16	KUSTOM SIGNALS INC	524195	General Supplies	21,665.30	0.00	21,665.30	\$21,665.30
100278426	3/10/16	LEHR AUTO ELECTRIC	01 121291	Parts, Vehicles & Motor Equip	354.12	0.00	354.12	\$354.12
100278427	3/10/16	LEONE & ALBERTS APC	30184	Legal Services	635.50	0.00	635.50	\$2,811.13
			30253	Legal Services	2,175.63	0.00	2,175.63	
100278428	3/10/16	LIVE OAK ADULT DAY SERVICES	1516-819720 #1	Outside Group Funding	5,000.00	0.00	5,000.00	\$5,000.00
100278429	3/10/16	LOZANO SUNNYVALE CAR WASH	022	Auto Maint & Repair - Labor	861.00	0.00	861.00	\$861.00

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100278430	3/10/16	MSI FUEL MANAGEMENT INC	3935	Auto Maint & Repair - Labor	570.00	0.00	570.00	\$570.00
100278431	3/10/16	MUFG UNION BANK NA	120115-022916	Financial Services	16,421.34	0.00	16,421.34	\$16,421.34
100278432	3/10/16	MEASUREMENT CONTROL SYSTEMS	185986	Water/Wastewater Treat Equip	5,406.83	0.00	5,406.83	\$5,406.83
100278433	3/10/16	MICHAEL BAKER INTERNATIONAL	935501	Professional Services	701.25	0.00	701.25	\$701.25
100278434	3/10/16	MIDWEST TAPE	93736608	Library Materials Preprocessing	59.45	0.00	59.45	\$59.45
100278435	3/10/16	MUNICIPAL MAINTENANCE EQUIPMENT INC	0107914-IN	Parts, Vehicles & Motor Equip	86.16	0.00	86.16	\$282.61
			0107923-IN	Parts, Vehicles & Motor Equip	196.45	0.00	196.45	
100278436	3/10/16	MUSIC FOR FAMILIES INC	SVU15	Rec Instructors/Officials	7,856.04	0.00	7,856.04	\$7,856.04
100278437	3/10/16	ORLANDI TRAILER INC	149188	Parts, Vehicles & Motor Equip	157.62	0.00	157.62	\$392.93
			149565	Parts, Vehicles & Motor Equip	108.70	0.00	108.70	
			149592	Parts, Vehicles & Motor Equip	126.61	0.00	126.61	
100278438	3/10/16	OVERDRIVE INC	0910-000118260	Library Periodicals/Databases	24.50	0.00	24.50	\$24.50
100278439	3/10/16	P&R PAPER SUPPLY CO INC	30070631-00	Inventory Purchase	355.40	0.00	355.40	\$355.40
100278440	3/10/16	PAYFLEX SYSTEMS USA INC	000284930	Miscellaneous Payment	1,316.90	0.00	1,316.90	\$1,316.90
100278441	3/10/16	PACIFIC ECO-RISK	11707	Water Lab Services	2,815.00	0.00	2,815.00	\$3,565.00
			11708	Water Lab Services	750.00	0.00	750.00	
100278442	3/10/16	PACIFIC WEST SECURITY INC	1014542	Alarm Services	79.00	0.00	79.00	\$79.00
100278443	3/10/16	PAPE MACHINERY	9805045	Parts, Vehicles & Motor Equip	415.21	0.00	415.21	\$1,067.89
			9821352	Parts, Vehicles & Motor Equip	487.18	0.00	487.18	
			9829282	Parts, Vehicles & Motor Equip	165.50	0.00	165.50	
100278444	3/10/16	PAPE MATERIAL HANDLING INC	10100460	Misc Equip Maint & Repair - Materials	559.68	0.00	559.68	\$559.68
100278445	3/10/16	PARADISO MECHANICAL INC	696-03	Services Maintain Land Improv	3,970.00	0.00	3,970.00	\$3,970.00
100278446	3/10/16	PETERSON POWER SYSTEMS INC	SW240129671	Misc Equip Maint & Repair - Labor	1,984.50	0.00	1,984.50	\$5,954.59
			SW240129671	Misc Equip Maint & Repair - Materials	455.73	0.00	455.73	
			SW240129742	Misc Equip Maint & Repair - Labor	3,102.50	0.00	3,102.50	
			SW240129742	Misc Equip Maint & Repair - Materials	411.86	0.00	411.86	
100278447	3/10/16	PRAXAIR DISTRIBUTION INC	54813271	Parts, Vehicles & Motor Equip	143.46	0.00	143.46	\$218.39
			54820322	Parts, Vehicles & Motor Equip	74.93	0.00	74.93	
100278448	3/10/16	QUICKSTART INTELLIGENCE	IN-PO-45436	Training and Conferences	2,096.50	0.00	2,096.50	\$2,096.50
100278449	3/10/16	RAYVERN LIGHTING SUPPLY CO INC	40769-0	Inventory Purchase	1,266.87	0.00	1,266.87	\$1,266.87
100278450	3/10/16	REBEKAH GONZALEZ	622548-1063055	DED Services/Training - Books	10.97	0.00	10.97	\$10.97

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100278451	3/10/16	ROTO ROOTER	19318906294	Facilities Maintenance & Repair Labor	808.55	0.00	808.55	\$808.55
100278452	3/10/16	ROYAL BRASS INC	787254-001	Parts, Vehicles & Motor Equip	93.80	0.00	93.80	\$339.71
			787375-001	Parts, Vehicles & Motor Equip	183.92	0.00	183.92	
			787506-001	Miscellaneous Equipment	0.15	0.00	0.15	
			787870-001	Parts, Vehicles & Motor Equip	10.37	0.00	10.37	
			788244-001	Parts, Vehicles & Motor Equip	3.60	0.00	3.60	
			788422-001	Parts, Vehicles & Motor Equip	47.87	0.00	47.87	
100278453	3/10/16	SCBA SAFETY CHECK INC	7983	Safety Equipment Maintenance & Repair	75.00	0.00	75.00	\$75.00
100278454	3/10/16	SAFEWAY INC	805878-030716	Food Products	14.36	0.00	14.36	\$14.36
100278455	3/10/16	SHEIDA TOUSSI-THOMAS	011116PURCHASE	DED Services/Training - Books	151.06	0.00	151.06	\$326.02
			021216PURCHASE	DED Services/Training - Books	174.96	0.00	174.96	
100278456	3/10/16	STUDIO EM GRAPHIC DESIGN	16039	Graphics Services	271.88	0.00	271.88	\$271.88
100278457	3/10/16	SUNNYVALE FORD	460814	Parts, Vehicles & Motor Equip	62.07	0.00	62.07	\$1,055.25
			460888	Parts, Vehicles & Motor Equip	48.29	0.00	48.29	
			464842	Inventory Purchase	944.89	0.00	944.89	
100278458	3/10/16	SUPPLYWORKS	1774452-00	Inventory Purchase	335.16	3.35	331.81	\$331.81
100278459	3/10/16	TJKM	0044937	Consultants	1,600.00	0.00	1,600.00	\$1,600.00
100278460	3/10/16	THOMSON REUTERS WEST	833547382	Books & Publications	95.52	0.00	95.52	\$1,433.82
			833547383	Books & Publications	1,338.30	0.00	1,338.30	
100278461	3/10/16	TURF & INDUSTRIAL EQUIPMENT CO	IV14183	Parts, Vehicles & Motor Equip	97.88	0.00	97.88	\$1,983.04
			IV14856	Parts, Vehicles & Motor Equip	293.59	0.00	293.59	
			IV14950	Parts, Vehicles & Motor Equip	130.29	0.00	130.29	
			IV14964	Parts, Vehicles & Motor Equip	21.78	0.00	21.78	
			IV15029	Parts, Vehicles & Motor Equip	130.29	0.00	130.29	
			IV15047	Parts, Vehicles & Motor Equip	212.10	0.00	212.10	
			IV15108	Parts, Vehicles & Motor Equip	1,076.63	0.00	1,076.63	
			IV15120	Parts, Vehicles & Motor Equip	14.09	0.00	14.09	
			IV15132	Parts, Vehicles & Motor Equip	6.39	0.00	6.39	
100278462	3/10/16	UNIVAR USA INC	SJ730848	Chemicals	4,080.77	0.00	4,080.77	\$4,080.77

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100278463	3/10/16	VALLEY OIL CO	32546	Fuel, Oil & Lubricants	562.89	0.00	562.89	\$562.89
100278464	3/10/16	VALLEY POWER SYSTEMS NORTH INC	K29299	Parts, Vehicles & Motor Equip	555.18	0.00	555.18	\$1,099.48
			K29300	Parts, Vehicles & Motor Equip	544.30	0.00	544.30	
100278465	3/10/16	VERIZON WIRELESS	9760781622	Utilities - Mobile Phones - City Mobile Phones	3,641.99	0.00	3,641.99	\$3,641.99
100278467	3/10/16	VERIZON WIRELESS	9760781623	Utilities - Mobile Phones - City Mobile Phones	4,119.80	0.00	4,119.80	\$4,119.80
100278469	3/10/16	VERIZON WIRELESS	9760781624	Utilities - Mobile Phones - City Mobile Phones	2,243.92	0.00	2,243.92	\$2,243.92
100278472	3/10/16	VERMEER PACIFIC	P58279	Parts, Vehicles & Motor Equip	793.60	0.00	793.60	\$793.60
100278473	3/10/16	W G FRITZ CONSTRUCTION INC	3599	Facilities Maint & Repair - Labor	1,250.00	0.00	1,250.00	\$3,602.00
			3599	Facilities Maint & Repair - Materials	2,352.00	0.00	2,352.00	
100278474	3/10/16	WECO INDUSTRIES LLC	0035945-IN	Miscellaneous Equipment	528.89	0.00	528.89	\$528.89
100278475	3/10/16	WEST COAST RUBBER & RECYCLING INC	16-294	Auto Maint & Repair - Labor	226.50	0.00	226.50	\$237.83
			16-294	Auto Maint & Repair - Materials	11.33	0.00	11.33	
100278476	3/10/16	WILSEY HAM	10479	Consultants	6,639.97	0.00	6,639.97	\$6,639.97
100278477	3/10/16	YAMAHA GOLF CARS OF CALIFORNIA INC	L19578	Misc Equip Maint & Repair - Labor	160.00	0.00	160.00	\$616.52
			L19578	Misc Equip Maint & Repair - Materials	113.88	0.00	113.88	
			L19579	Misc Equip Maint & Repair - Labor	120.00	0.00	120.00	
			L19579	Misc Equip Maint & Repair - Materials	222.64	0.00	222.64	
100278478	3/10/16	WAITER.COM INC	G0302908171	Food Products	88.02	0.00	88.02	\$88.02
100278479	3/10/16	ANTONIO CARPENTER	CR15-4756	Return of Seized, Forfeiture or Found Funds	339.00	0.00	339.00	\$339.00
100278480	3/10/16	CORIX WATER PRODUCTS (US) INC	17613004635	Construction Services	347.44	0.00	347.44	\$1,789.04
			17613005130	Materials - Land Improve	190.94	0.00	190.94	
			17613005191	Materials - Land Improve	1,250.66	0.00	1,250.66	
100278481	3/10/16	FERGUSON ENTERPRISES INC	1142985	Water Meter Boxes, Vaults, and Lids	23,489.50	0.00	23,489.50	\$23,489.50
100278482	3/10/16	KEVIN CHAVEZ	CR15-5450	Return of Seized, Forfeiture or Found Funds	437.40	0.00	437.40	\$437.40
100278483	3/10/16	OUTRIGGER REEF WAIKIKI BEACH RESORT	0506-3116DEP	Training and Conferences	30,000.00	0.00	30,000.00	\$30,000.00
100278484	3/10/16	UNITED STATES POSTAL SERVICE	P#190-030716	Postage	9,955.47	0.00	9,955.47	\$9,955.47
100278485	3/10/16	B TAYLOR PAINTING	M#17082949	Deposits Payable - Hydrant Meter	2,303.00	0.00	2,303.00	\$2,270.86

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			M#17082949	Water Sales - Metered	-32.14	0.00	-32.14	
100278486	3/10/16	EXCLUSIVE CUTZ	BL069016-2016	Business License Tax	35.14	0.00	35.14	\$35.14
100278487	3/10/16	PRESTON PIPELINES	M#150532	Deposits Payable - Hydrant Meter	2,262.00	0.00	2,262.00	\$1,951.60
			M#150532	Water Sales - Metered	-246.56	0.00	-246.56	
			M#150532	Damage to City Property	-63.84	0.00	-63.84	
400000508	3/9/16	CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM	14710676	Insurances - Medical	1,171,479.90	0.00	1,171,479.90	\$1,584,943.77
			14710676	Insurances - Retiree Medical - PERS	413,463.87	0.00	413,463.87	
950002471	3/8/16	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002471	Retirement Benefits - Deferred Comp - City Portion	1,422.22	0.00	1,422.22	\$1,154,427.31
			950002471	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	454,222.29	0.00	454,222.29	
			950002471	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	69,926.94	0.00	69,926.94	
			950002471	Retirement Benefits - Misc PEPRA Employer Required Cont.	81,570.83	0.00	81,570.83	
			950002471	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	428,265.66	0.00	428,265.66	
			950002471	Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont	95,533.45	0.00	95,533.45	
			950002471	Retirement Benefits - Safety PEPRA Employer Required Cont.	23,485.92	0.00	23,485.92	
950100571	3/10/16	SANTA CLARA VALLEY WATER DISTRICT	TI001984	Water for Resale	469,416.50	0.00	469,416.50	\$469,416.50
950100572	3/10/16	SFPUC WATER DEPARTMENT	020216-030116	Water for Resale	864,135.00	0.00	864,135.00	\$993,559.00
			020216-030116	Purchased Water Related Expenses - Meter Charges	22,939.00	0.00	22,939.00	
			020216-030116	BAWSCA Surcharge	106,485.00	0.00	106,485.00	
950100573	3/11/16	BAY COUNTIES WASTE SERVICES	JAN2016	Curbside Revenues - Sunnyvale Portion	-65,041.49	0.00	-65,041.49	\$958,013.15
			JAN2016	Host Fees - SMaRT Station - Public Haul Fees	-6,726.53	0.00	-6,726.53	
			JAN2016	MRF Revenues - SMaRT	-43,361.00	0.00	-43,361.00	
			JAN2016	Kirby Canyon SMaRT Operator	-89,786.51	0.00	-89,786.51	
			JAN2016	Yardwaste - Mountain View	13,704.10	0.00	13,704.10	
			JAN2016	Yardwaste - Palo Alto	3,867.88	0.00	3,867.88	
			JAN2016	Yardwaste - Sunnyvale	24,426.43	0.00	24,426.43	

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			JAN2016	Facilities Equipment	22,953.40	0.00	22,953.40	
			JAN2016	General Supplies	535.43	0.00	535.43	
			JAN2016	HazMat Disposal - Hazardous Waste Disposal	9,636.36	0.00	9,636.36	
			JAN2016	Miscellaneous Services	26,187.48	0.00	26,187.48	
			JAN2016	SMaRT Contractor Payment	1,061,617.60	0.00	1,061,617.60	
950906014	3/9/16	EMPLOYMENT DEVELOPMENT DEPT		Insurances - Unemployment	12,456.00	0.00	12,456.00	\$12,456.00
950906015	3/9/16	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	58,798.15	0.00	58,798.15	\$58,798.15
Grand Total Payment Amount								<u>\$6,541,125.01</u>

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100278488	3/15/16	AAA SPEEDY SMOG TEST ONLY STATION	021254	Auto Maint & Repair - Labor	40.00	0.00	40.00	\$360.00
			021255	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021261	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021262	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021268	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021270	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021289	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021290	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021325	Auto Maint & Repair - Labor	40.00	0.00	40.00	
100278489	3/15/16	AMS.NET INC	0004049	Communication Equipment	4,375.00	0.00	4,375.00	\$73,047.00
			144268	Communication Equipment	32,672.00	0.00	32,672.00	
			144270	Communication Equipment	18,000.00	0.00	18,000.00	
			144272	Communication Equipment	18,000.00	0.00	18,000.00	
100278490	3/15/16	ADAMSON POLICE PRODUCTS	INV204548	Ammunition	4,404.38	0.00	4,404.38	\$17,155.34
			INV204549	Ammunition	2,202.20	0.00	2,202.20	
			INV204550	Ammunition	4,404.38	0.00	4,404.38	
			INV205034	Ammunition	6,144.38	0.00	6,144.38	
100278491	3/15/16	ADVANCED CHEMICAL TRANSPORT INC	97112	HazMat Disposal - Hazardous Waste Disposal	163.30	0.00	163.30	\$1,612.58
			97742	HazMat Disposal - Hazardous Waste Disposal	1,449.28	0.00	1,449.28	
100278492	3/15/16	AIR EXCHANGE INC	37860	Facilities Maint & Repair - Labor	236.00	0.00	236.00	\$772.14
			37860	Facilities Maint & Repair - Materials	536.14	0.00	536.14	
100278493	3/15/16	AIR LIQUIDE AMERICA SPECIALTY GASES LLC	63991801	Supplies, First Aid	163.53	0.00	163.53	\$804.06
			63991802	Equipment Rental/Lease	640.53	0.00	640.53	
100278494	3/15/16	AIRGAS USA LLC	9048776900	General Supplies	278.61	0.00	278.61	\$278.61
100278495	3/15/16	ANDERSON PACIFIC ENGINEERING	WPCPCHLRINE #09	Construction Services	192,426.82	0.00	192,426.82	\$192,426.82
100278496	3/15/16	APPLEONE EMPLOYMENT SERVICES	01-3978864	Contracts/Service Agreements	6,199.99	0.00	6,199.99	\$6,199.99
100278497	3/15/16	AUTOSCRIBE CORP	150915	Financial Services	1,317.22	0.00	1,317.22	\$1,317.22

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100278499	3/15/16	B & A FRICTION MATERIALS INC	551840	Parts, Vehicles & Motor Equip	640.61	0.00	640.61	\$714.65
			551900	Parts, Vehicles & Motor Equip	74.04	0.00	74.04	
100278500	3/15/16	BMI IMAGING SYSTEMS	303568	Records Related Services	16,009.60	0.00	16,009.60	\$19,890.56
			303569	Records Related Services	3,880.96	0.00	3,880.96	
100278501	3/15/16	BAKER & TAYLOR	4011516133	Library Acquisitions, Books	573.20	0.00	573.20	\$593.57
			4011516133	Library Materials Preprocessing	20.37	0.00	20.37	
100278502	3/15/16	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005663035	Advertising Services	172.00	0.00	172.00	\$501.96
			0005663062	Advertising Services	177.00	0.00	177.00	
			0005668114	Advertising Services	286.00	0.00	286.00	
			0005671018	Advertising Services	161.00	0.00	161.00	
			C55853	Advertising Services	-197.16	0.00	-197.16	
			C55854	Advertising Services	-93.16	0.00	-93.16	
			C55855	Advertising Services	-3.72	0.00	-3.72	
100278503	3/15/16	BAY AREA POLYGRAPH	647	Investigation Expense	2,525.00	0.00	2,525.00	\$2,525.00
100278504	3/15/16	BAY PRO LANDSCAPE SERVICES INC	M3888	Services Maintain Land Improv	711.00	0.00	711.00	\$711.00
100278505	3/15/16	BAY-VALLEY PEST CONTROL INC	0203575	Facilities Maint & Repair - Labor	59.00	0.00	59.00	\$891.00
			0203576	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0203577	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0203578	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0203579	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0203581	Facilities Maint & Repair - Labor	32.00	0.00	32.00	
			0203582	Facilities Maint & Repair - Labor	56.00	0.00	56.00	
			0203586	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0203588	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0203590	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0203592	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0203595	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0203617	Services Maintain Land Improv	120.00	0.00	120.00	
			0203620	Services Maintain Land Improv	58.00	0.00	58.00	
			0203632	Services Maintain Land Improv	120.00	0.00	120.00	
100278507	3/15/16	BERT S ESPINOSA	BLFEB2016	Medical Services	3,750.00	0.00	3,750.00	\$3,750.00

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100278508	3/15/16	BILL WILSON CENTER	1	Outside Group Funding	5,119.92	0.00	5,119.92	\$11,915.29
			2	Outside Group Funding	6,795.37	0.00	6,795.37	
100278509	3/15/16	CALIFORNIA CUSTOM SHEDS INC	22916	Construction Services	2,639.13	0.00	2,639.13	\$2,639.13
100278510	3/15/16	CALTEST ANALYTICAL LABORATORY	556284	Water Lab Services	236.70	0.00	236.70	\$236.70
100278511	3/15/16	CENTURY GRAPHICS	43823	Clothing, Uniforms & Access	136.32	0.00	136.32	\$136.32
100278513	3/15/16	COUNTY LEGAL & NOTARY SERVICE	7042924	Contracts/Service Agreements	45.00	0.00	45.00	\$45.00
100278514	3/15/16	DA LUBRICANT CO INC	2016-35702-00	Hand Tools	58.92	0.00	58.92	\$58.92
100278515	3/15/16	DEERE & CO	115081370	Vehicles & Motorized Equip	37,302.78	0.00	37,302.78	\$37,302.78
100278516	3/15/16	DELTA DENTAL INSURANCE CO	BE001528383	Insurances - Dental	1,609.52	0.00	1,609.52	\$1,609.52
100278517	3/15/16	DU-ALL SAFETY	17708	Occupational Health and Safety Services	2,500.00	0.00	2,500.00	\$2,500.00
100278518	3/15/16	EBSCO SUBSCRIPTION SERVICES	0047485	Library Periodicals/Databases	77.25	0.00	77.25	\$77.25
100278519	3/15/16	EMPIRE SAFETY & SUPPLY	0079155-IN	Inventory Purchase	72.17	0.00	72.17	\$72.17
100278520	3/15/16	ESBRO	22417	Chemicals	1,199.04	0.00	1,199.04	\$1,199.04
100278521	3/15/16	FAST RESPONSE ON-SITE TESTING INC	12797	Occupational Health and Safety Services	270.00	0.00	270.00	\$270.00
100278522	3/15/16	FEDERAL EXPRESS CORP	5-333-21113	Postage	11.83	0.00	11.83	\$11.83
100278523	3/15/16	FISHER SCIENTIFIC CO LLC	6370903	General Supplies	83.86	0.00	83.86	\$268.14
			7139431	General Supplies	184.28	0.00	184.28	
100278524	3/15/16	FITGUARD INC	0000108548	Misc Equip Maint & Repair - Labor	211.50	0.00	211.50	\$1,371.86
			0000108548	Misc Equip Maint & Repair - Materials	1,160.36	0.00	1,160.36	
100278525	3/15/16	FOSTER BROS SECURITY SYSTEMS INC	277301	Bldg Maint Matls & Supplies	163.13	0.00	163.13	\$163.13
100278526	3/15/16	GRM INFORMATION MANAGEMENT SERVICES	0073961	Records Related Services	1,659.30	0.00	1,659.30	\$1,659.30
100278527	3/15/16	GALE/CENGAGE LEARNING	57633562	Library Acquisitions, Books	20.88	0.00	20.88	\$53.06
			57648382	Library Acquisitions, Books	32.18	0.00	32.18	
100278528	3/15/16	GEOPHEX LTD	322	Photo & Blueprinting Services	34,893.37	0.00	34,893.37	\$34,893.37
100278529	3/15/16	GOLDEN GATE PETROLEUM	675246	Fuel, Oil & Lubricants	363.06	0.00	363.06	\$4,196.60
			675654	Inventory Purchase	3,833.54	0.00	3,833.54	
100278530	3/15/16	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1090413	Parts, Vehicles & Motor Equip	356.04	0.00	356.04	\$356.04
100278531	3/15/16	GORILLA METALS	183870	Auto Maint & Repair - Labor	15.00	0.00	15.00	\$474.77
			183870	Auto Maint & Repair - Materials	459.77	0.00	459.77	
100278532	3/15/16	GRAINGER	9042559790	Inventory Purchase	125.28	0.00	125.28	\$125.28

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100278533	3/15/16	GRANITE CONSTRUCTION CO	939967	Materials - Land Improve	2,083.54	0.00	2,083.54	\$7,178.60
			940369	Materials - Land Improve	817.59	0.00	817.59	
			941571	Materials - Land Improve	3,033.58	0.00	3,033.58	
			941586	Materials - Land Improve	929.49	0.00	929.49	
			942015	Materials - Land Improve	146.30	0.00	146.30	
			942770	Materials - Land Improve	-146.30	0.00	-146.30	
			943381	Materials - Land Improve	159.10	0.00	159.10	
			943842	Materials - Land Improve	155.30	0.00	155.30	
100278535	3/15/16	GRAYBAR ELECTRIC CO INC	983763645	Comm Equip Maintain & Repair - Materials 2	1,249.81	0.00	1,249.81	\$1,249.81
100278536	3/15/16	HACH CO INC	2124883	Hand Tools	-454.58	0.00	-454.58	\$218.00
			9774324	General Supplies	75.31	0.00	75.31	
			9806253	General Supplies	597.27	0.00	597.27	
100278537	3/15/16	HEXAGON TRANSPORTATION CONSULTANTS INC	9406	Consultants	9,600.00	0.00	9,600.00	\$9,600.00
100278538	3/15/16	IDEXX DISTRIBUTION GROUP	298303213	General Supplies	162.76	0.00	162.76	\$162.76
100278539	3/15/16	INFOSEND INC	101286	Mailing & Delivery Services	764.68	0.00	764.68	\$6,676.70
			101287	Postage	1,731.02	0.00	1,731.02	
			102301	Mailing & Delivery Services	1,291.76	0.00	1,291.76	
			102302	Postage	2,889.24	0.00	2,889.24	
100278540	3/15/16	INTERIORS & TEXTILES CORP	160018S	Bldg Maint Matls & Supplies	1,118.36	0.00	1,118.36	\$8,617.95
			160019S	Bldg Maint Matls & Supplies	747.00	0.00	747.00	
			160020S	Bldg Maint Matls & Supplies	1,715.40	0.00	1,715.40	
			160021S	Bldg Maint Matls & Supplies	1,558.77	0.00	1,558.77	
			160022S	Bldg Maint Matls & Supplies	2,292.92	0.00	2,292.92	
			160023S	Bldg Maint Matls & Supplies	474.60	0.00	474.60	
			160024S	Bldg Maint Matls & Supplies	710.90	0.00	710.90	
100278541	3/15/16	JACOBSEN WEST	90055733	Parts, Vehicles & Motor Equip	45.70	0.00	45.70	\$45.70
100278542	3/15/16	JAKES OF SUNNYVALE	12816	Food Products	90.53	0.00	90.53	\$171.82
			22916	Food Products	81.29	0.00	81.29	
100278543	3/15/16	JAVELCO EQUIPMENT SERVICE INC	50327	Parts, Vehicles & Motor Equip	21.68	0.00	21.68	\$21.68
100278544	3/15/16	KME FIRE APPARATUS	CA535831	Parts, Vehicles & Motor Equip	208.52	0.00	208.52	\$208.52

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100278545	3/15/16	KELLY MOORE PAINT CO INC	820-285368	Bldg Maint Matls & Supplies	52.63	0.00	52.63	\$61.53
			820-285735	Bldg Maint Matls & Supplies	8.90	0.00	8.90	
100278546	3/15/16	KELLY PAPER CO	7813172	General Supplies	500.25	0.00	500.25	\$500.25
100278547	3/15/16	KENNEDY JENKS CONSULTANTS	99615	Professional Services	6,188.00	0.00	6,188.00	\$6,188.00
100278549	3/15/16	KOHLWEISS AUTO PARTS INC	01OR3558	Parts, Vehicles & Motor Equip	94.97	0.00	94.97	\$704.32
			01OR3774	Parts, Vehicles & Motor Equip	29.58	0.00	29.58	
			01OR4560	Parts, Vehicles & Motor Equip	72.84	0.00	72.84	
			01OR5051	Parts, Vehicles & Motor Equip	60.84	0.00	60.84	
			01OR5107	Parts, Vehicles & Motor Equip	17.06	0.00	17.06	
			01OR5121	Parts, Vehicles & Motor Equip	68.66	0.00	68.66	
			01OR5816	Parts, Vehicles & Motor Equip	84.03	0.00	84.03	
			01OR5817	Parts, Vehicles & Motor Equip	21.60	0.00	21.60	
			01OR8276	Parts, Vehicles & Motor Equip	55.53	0.00	55.53	
			01OR9369	Parts, Vehicles & Motor Equip	38.26	0.00	38.26	
			01OR9733	Inventory Purchase	91.27	1.83	89.44	
			01OR9824	Parts, Vehicles & Motor Equip	9.39	0.00	9.39	
			01OS1373	Inventory Purchase	30.62	1.83	28.79	
			01OS1450	Inventory Purchase	22.69	0.45	22.24	
			01OS1590	Inventory Purchase	3.77	0.08	3.69	
			01OS1591	Inventory Purchase	7.55	0.15	7.40	
100278551	3/15/16	L N CURTIS & SONS INC	1388116-00	Inventory Purchase	1,226.88	0.00	1,226.88	\$1,226.88
100278552	3/15/16	LC ACTION POLICE SUPPLY	345157	General Supplies	7,905.75	0.00	7,905.75	\$8,928.00
			345627	General Supplies	1,022.25	0.00	1,022.25	
100278553	3/15/16	LESLIE ZELLERS	2016-012	Consultants	3,825.00	0.00	3,825.00	\$3,825.00
100278554	3/15/16	LEXISNEXIS RISK SOLUTIONS	1409790-160229	Financial Services	131.00	0.00	131.00	\$131.00
100278555	3/15/16	MADCO WELDING SUPPLY CO INC	H64079	Supplies, Safety	4,576.47	0.00	4,576.47	\$4,576.47
100278556	3/15/16	MALLORY SAFETY & SUPPLY LLC	4052532	Inventory Purchase	42.91	0.00	42.91	\$362.20
			4052980	Inventory Purchase	319.29	0.00	319.29	
100278557	3/15/16	MARY J BRADLEY	06245712282015	Miscellaneous Equipment Parts & Supplies	50.00	0.00	50.00	\$50.00
100278558	3/15/16	MICHAEL BAKER INTERNATIONAL	935522	Professional Services	3,363.75	0.00	3,363.75	\$3,363.75
100278559	3/15/16	MIDWEST TAPE	93713425	Library Acquis, Audio/Visual	97.84	0.00	97.84	\$1,844.26

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			93713426	Library Acquis, Audio/Visual	54.35	0.00	54.35	
			93713567	Library Acquis, Audio/Visual	228.27	0.00	228.27	
			93715598	Library Acquis, Audio/Visual	117.39	0.00	117.39	
			93715599	Library Acquis, Audio/Visual	134.47	0.00	134.47	
			93715743	Library Acquis, Audio/Visual	53.82	0.00	53.82	
			93715744	Library Acquis, Audio/Visual	556.67	0.00	556.67	
			93715745	Library Acquis, Audio/Visual	601.45	0.00	601.45	
100278560	3/15/16	MISSION VALLEY FORD TRUCK SALES INC	696776	Parts, Vehicles & Motor Equip	28.88	0.00	28.88	\$28.88
100278561	3/15/16	MOUNTAIN VIEW GARDEN CENTER	81692	Materials - Land Improve	287.92	0.00	287.92	\$1,628.28
			81709	Materials - Land Improve	130.28	0.00	130.28	
			81735	Materials - Land Improve	287.92	0.00	287.92	
			81752	Materials - Land Improve	389.60	0.00	389.60	
			81797	Materials - Land Improve	102.17	0.00	102.17	
			81843	Materials - Land Improve	122.07	0.00	122.07	
			81986	Materials - Land Improve	150.08	0.00	150.08	
			82058	Materials - Land Improve	79.12	0.00	79.12	
			82080	Materials - Land Improve	79.12	0.00	79.12	
100278562	3/15/16	MOUNTAIN VIEW LOS ALTOS ADULT SCHOOL	030716	DED Services/Training - Training	332.50	0.00	332.50	\$332.50
100278563	3/15/16	MUNICIPAL MAINTENANCE EQUIPMENT INC	0108123-IN	Parts, Vehicles & Motor Equip	445.97	0.00	445.97	\$1,000.86
			0108166-IN	Parts, Vehicles & Motor Equip	180.95	0.00	180.95	
			0108376-IN	Parts, Vehicles & Motor Equip	373.94	0.00	373.94	
100278564	3/15/16	NAPA AUTO PARTS	224953	Parts, Vehicles & Motor Equip	122.70	0.00	122.70	\$1,096.87
			225358	Parts, Vehicles & Motor Equip	7.26	0.00	7.26	
			225987	Parts, Vehicles & Motor Equip	60.79	0.00	60.79	
			226011	Parts, Vehicles & Motor Equip	9.05	0.00	9.05	
			226011226129	Parts, Vehicles & Motor Equip	0.00	0.00	0.00	
			226095	Parts, Vehicles & Motor Equip	99.85	0.00	99.85	
			226129	Parts, Vehicles & Motor Equip	65.27	0.00	65.27	
			226250	Parts, Vehicles & Motor Equip	103.64	0.00	103.64	
			226251	Parts, Vehicles & Motor Equip	4.86	0.00	4.86	

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			226287	Parts, Vehicles & Motor Equip	13.21	0.00	13.21	
			226288	Parts, Vehicles & Motor Equip	18.14	0.00	18.14	
			226325	Parts, Vehicles & Motor Equip	20.14	0.00	20.14	
			226417	Parts, Vehicles & Motor Equip	121.18	0.00	121.18	
			226696	Parts, Vehicles & Motor Equip	124.90	0.00	124.90	
			226774	Parts, Vehicles & Motor Equip	40.22	0.00	40.22	
			227005	Parts, Vehicles & Motor Equip	56.82	0.00	56.82	
			227351	Parts, Vehicles & Motor Equip	136.05	0.00	136.05	
			227582	Parts, Vehicles & Motor Equip	92.79	0.00	92.79	
100278566	3/15/16	NV5 INC	42071	Consultants	12,154.00	0.00	12,154.00	\$12,154.00
100278567	3/15/16	NELSON/NYGAARD CONSULTING ASSOCIATES INC	66426	Professional Services	4,158.75	0.00	4,158.75	\$4,158.75
100278568	3/15/16	NET TRANSCRIPTS INC	0006398-IN	Investigation Expense	347.66	0.00	347.66	\$347.66
100278569	3/15/16	NORTH STATE ENVIRONMENTAL	047525	HazMat Disposal - Hazardous Waste Disposal	2,997.93	0.00	2,997.93	\$2,997.93
100278570	3/15/16	OAHU PUBLICATIONS INC	I833687-020716	Advertising Services	4,748.69	0.00	4,748.69	\$4,748.69
100278571	3/15/16	ON ASSIGNMENT LAB SUPPORT	KAB550161760R	Salaries - Contract Personnel	-1,200.00	0.00	-1,200.00	\$5,520.00
			LAB550161760	Salaries - Contract Personnel	1,200.00	0.00	1,200.00	
			LAB550163998	Salaries - Contract Personnel	1,200.00	0.00	1,200.00	
			LAB550163999	Salaries - Contract Personnel	1,200.00	0.00	1,200.00	
			LAB550164011	Salaries - Contract Personnel	1,200.00	0.00	1,200.00	
			LAB550166340	Salaries - Contract Personnel	960.00	0.00	960.00	
			LAB550166352	Salaries - Contract Personnel	960.00	0.00	960.00	
100278572	3/15/16	OVERDRIVE INC	0910-163458200	Library Periodicals/Databases	106.97	0.00	106.97	\$106.97
100278573	3/15/16	P&R PAPER SUPPLY CO INC	30070631-01	Inventory Purchase	62.47	0.00	62.47	\$2,109.79
			30070631-02	Inventory Purchase	122.41	0.00	122.41	
			30071286-00	Inventory Purchase	1,924.91	0.00	1,924.91	
100278574	3/15/16	PACIFIC JANITORIAL SUPPLY CO	30035522	Inventory Purchase	172.37	0.00	172.37	\$297.98
			30035522-1	Inventory Purchase	125.61	0.00	125.61	
100278575	3/15/16	PACIFIC PLUMBING & UNDERGROUND	31363SR	Facilities Maint & Repair - Labor	780.00	0.00	780.00	\$1,450.00
			31363SR	Facilities Maint & Repair - Materials	670.00	0.00	670.00	
100278576	3/15/16	PAPE MACHINERY	9825431	Parts, Vehicles & Motor Equip	445.82	0.00	445.82	\$1,538.59

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			9833520	Parts, Vehicles & Motor Equip	534.34	0.00	534.34	
			9837560	Parts, Vehicles & Motor Equip	558.43	0.00	558.43	
100278577	3/15/16	PEARSON BUICK GMC	272983	Parts, Vehicles & Motor Equip	22.70	0.00	22.70	\$89.60
			273048	Parts, Vehicles & Motor Equip	66.90	0.00	66.90	
100278578	3/15/16	PETERSON TRUCKS	425001P	Parts, Vehicles & Motor Equip	266.03	0.00	266.03	\$266.03
100278579	3/15/16	PORTNOV COMPUTER SCHOOL	03-01-16	DED Services/Training - Training	5,400.00	0.00	5,400.00	\$5,400.00
100278580	3/15/16	PROSPECT SILICON VALLEY	NV0216	Contracts/Service Agreements	10,639.20	0.00	10,639.20	\$10,639.20
100278581	3/15/16	QUALITY ASSURANCE SOLUTIONS LLC	CA-2016-014	Miscellaneous Services	510.00	0.00	510.00	\$510.00
100278582	3/15/16	RAYVERN LIGHTING SUPPLY CO INC	40886-0	Inventory Purchase	84.50	0.00	84.50	\$84.50
100278583	3/15/16	REED & GRAHAM INC	855586	Materials - Land Improve	2,378.82	0.00	2,378.82	\$9,812.32
			855721	Materials - Land Improve	2,897.20	0.00	2,897.20	
			855871	Materials - Land Improve	1,277.17	0.00	1,277.17	
			855872	Materials - Land Improve	932.98	0.00	932.98	
			856073	Materials - Land Improve	2,326.15	0.00	2,326.15	
100278584	3/15/16	ROBERT HALF TECHNOLOGY	45205190	Contracts/Service Agreements	4,994.40	0.00	4,994.40	\$4,994.40
100278585	3/15/16	ROGER D HIGDON	2016-15306B	Consultants	443.52	0.00	443.52	\$443.52
100278586	3/15/16	ROSS MCDONALD CO INC	1015112	Furniture	7,164.56	0.00	7,164.56	\$7,164.56
100278587	3/15/16	ROTO ROOTER	19318906853	Facilities Maintenance & Repair Labor	2,450.00	0.00	2,450.00	\$2,450.00
100278588	3/15/16	ROYAL BRASS INC	788905-001	Parts, Vehicles & Motor Equip	111.89	0.00	111.89	\$295.46
			789200-001	Parts, Vehicles & Motor Equip	28.59	0.00	28.59	
			789201-001	Parts, Vehicles & Motor Equip	52.32	0.00	52.32	
			789442-001	Parts, Vehicles & Motor Equip	102.66	0.00	102.66	
100278589	3/15/16	S & L FENCE CO	03695	Bldg Maint Matls & Supplies	1,970.00	0.00	1,970.00	\$1,970.00
100278590	3/15/16	SCBA SAFETY CHECK INC	8014	Safety Equipment Maintenance & Repair	889.53	0.00	889.53	\$962.49
			8015	Safety Equipment Maintenance & Repair	72.96	0.00	72.96	
100278591	3/15/16	SSA LANDSCAPE ARCHITECTS INC	5295	Engineering Services	13,006.00	0.00	13,006.00	\$13,006.00
100278592	3/15/16	SAFEWAY INC	436389-030816	Training and Conferences	42.00	0.00	42.00	\$218.60
			804954-030416	Food Products	73.95	0.00	73.95	
			804954-030416	General Supplies	1.36	0.00	1.36	
			805055-030416	Training and Conferences	53.98	0.00	53.98	
			806129-030716	Food Products	47.31	0.00	47.31	

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100278593	3/15/16	SAN DIEGO POLICE EQUIPMENT CO	621573	Ammunition	4,726.66	0.00	4,726.66	\$11,749.36
			621604	Ammunition	3,612.73	0.00	3,612.73	
			621717	Ammunition	3,409.97	0.00	3,409.97	
100278594	3/15/16	SAN FRANCISCO BAY BIRD OBSERVATORY	922	Water Lab Services	1,569.00	0.00	1,569.00	\$1,569.00
100278595	3/15/16	SAN JOSE CONSERVATION CORPS	6386	Recycling Services	4,166.67	0.00	4,166.67	\$4,166.67
100278596	3/15/16	SHIMADZU SCIENTIFIC INSTRUMENTS	40304295	General Supplies	344.67	0.00	344.67	\$344.67
100278597	3/15/16	SHIN SHIN TRAINING CENTER	W20150236	DED Services/Training - Training	495.00	0.00	495.00	\$495.00
			20F2					
100278598	3/15/16	STANLEY ACCESS TECHNOLOGIES	904375541	Professional Services	1,215.50	0.00	1,215.50	\$1,215.50
100278599	3/15/16	STEVEN C DOLEZAL PHD	FEB2016	Professional Services	600.00	0.00	600.00	\$600.00
100278600	3/15/16	STOP PROCESSING CENTER	16194	Financial Services	27.66	0.00	27.66	\$27.66
100278601	3/15/16	SUNBELT RENTALS INC	57790509-002	Equipment Rental/Lease	2,122.75	0.00	2,122.75	\$2,122.75
100278602	3/15/16	SUNNYVALE FORD	462934	Parts, Vehicles & Motor Equip	45.11	0.00	45.11	\$1,919.73
			462993	Parts, Vehicles & Motor Equip	28.33	0.00	28.33	
			463182	Parts, Vehicles & Motor Equip	192.60	0.00	192.60	
			463402	Parts, Vehicles & Motor Equip	33.52	0.00	33.52	
			463540	Parts, Vehicles & Motor Equip	24.39	0.00	24.39	
			463818	Parts, Vehicles & Motor Equip	39.75	0.00	39.75	
			464038	Parts, Vehicles & Motor Equip	107.16	0.00	107.16	
			464186	Parts, Vehicles & Motor Equip	251.91	0.00	251.91	
			464187	Parts, Vehicles & Motor Equip	26.26	0.00	26.26	
			464327	Parts, Vehicles & Motor Equip	27.51	0.00	27.51	
			464363	Parts, Vehicles & Motor Equip	694.13	0.00	694.13	
			464461	Parts, Vehicles & Motor Equip	369.40	0.00	369.40	
			464468	Parts, Vehicles & Motor Equip	1.59	0.00	1.59	
			464495	Parts, Vehicles & Motor Equip	78.07	0.00	78.07	
100278604	3/15/16	SUNNYVALE TOWING INC	294883	Vehicle Towing Services	35.00	0.00	35.00	\$75.00
			296012	Vehicle Towing Services	40.00	0.00	40.00	
100278605	3/15/16	SUZANNE LUFT	51	Rec Instructors/Officials	450.00	0.00	450.00	\$450.00
100278606	3/15/16	THOMSON REUTERS WEST	833649060	Books & Publications	218.61	0.00	218.61	\$218.61
100278607	3/15/16	TINT OF CLASS	16304	Facilities Maint & Repair - Labor	75.00	0.00	75.00	\$265.31

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			16304	Facilities Maint & Repair - Materials	190.31	0.00	190.31	
100278608	3/15/16	TRACI OBERMAN	53-SMS-C1	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
100278609	3/15/16	TRI DIM FILTER CORP	1725579-1	Bldg Maint Matls & Supplies	2,120.93	0.00	2,120.93	\$2,120.93
100278610	3/15/16	TURF STAR INC	6925070-00	Parts, Vehicles & Motor Equip	100.63	0.00	100.63	\$100.63
100278611	3/15/16	USA BLUEBOOK	869577	Construction Services	1,821.74	0.00	1,821.74	\$4,385.86
			870735	General Supplies	385.88	0.00	385.88	
			878520	Miscellaneous Equipment Parts & Supplies	1,163.46	0.00	1,163.46	
			888416	Miscellaneous Equipment Parts & Supplies	1,014.78	0.00	1,014.78	
100278612	3/15/16	UNITED PARCEL SERVICE	0000966608106	Mailing & Delivery Services	416.68	0.00	416.68	\$416.68
100278613	3/15/16	UNITED RENTALS	134642943-001	Equipment Rental/Lease	5,751.48	0.00	5,751.48	\$8,537.52
			135159086-001	Equipment Rental/Lease	2,786.04	0.00	2,786.04	
100278614	3/15/16	VWR INTERNATIONAL LLC	8044027182	General Supplies	451.86	0.00	451.86	\$944.51
			8044071865	General Supplies	376.42	0.00	376.42	
			8044171204	General Supplies	116.23	0.00	116.23	
100278615	3/15/16	VALLEY OIL CO	32787	Fuel, Oil & Lubricants	1,007.07	0.00	1,007.07	\$1,007.07
100278616	3/15/16	VERIZON WIRELESS	9000031868	Communication Equipment	93.74	0.00	93.74	\$213.72
			9000031869	Communication Equipment	93.74	0.00	93.74	
			9000031870	Communication Equipment	26.24	0.00	26.24	
100278617	3/15/16	VLACH REPAIR SERVICE	13656	Comm Equip Maintain & Repair - Labor 1	90.00	0.00	90.00	\$264.93
			13656	Comm Equip Maintain & Repair - Materials 2	81.56	0.00	81.56	
			13659	Comm Equip Maintain & Repair - Labor 1	93.37	0.00	93.37	
100278618	3/15/16	WHCI PLUMBING SUPPLY	S2089287.001	Bldg Maint Matls & Supplies	277.53	0.00	277.53	\$277.53
100278619	3/15/16	WECK LABORATORIES INC	W6B0861-COSV	Water Lab Services	375.55	0.00	375.55	\$1,025.15
			W6B1714-COSV	Water Lab Services	314.65	0.00	314.65	
			W6C0052-COSV	Water Lab Services	334.95	0.00	334.95	
100278620	3/15/16	WECO INDUSTRIES LLC	0035882-IN	Misc Equip Maint & Repair - Labor	1,255.61	0.00	1,255.61	\$3,611.67
			0035882-IN	Misc Equip Maint & Repair - Materials	2,356.06	0.00	2,356.06	
100278621	3/15/16	WEST VALLEY STAFFING GROUP	162310	Professional Services	2,368.44	0.00	2,368.44	\$2,368.44
100278622	3/15/16	WINSUPPLY OF SILICON VALLEY	655904 01	Miscellaneous Equipment	258.28	0.00	258.28	\$258.28
100278623	3/15/16	WITMER TYSON IMPORTS INC	T11398	Canine Program Expenditures	642.50	0.00	642.50	\$642.50

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100278624	3/15/16	ZALCO LABORATORIES	1602207	Miscellaneous Services	345.00	0.00	345.00	\$345.00
100278625	3/15/16	WAITER.COM INC	G0308921223	Food Products	82.72	0.00	82.72	\$82.72
100278626	3/15/16	GRAINGER	9013688198	Bldg Maint Matls & Supplies	111.66	0.00	111.66	\$10,921.94
			9013890810	Parts, Vehicles & Motor Equip	14.02	0.00	14.02	
			9014288543	Hand Tools	212.37	0.00	212.37	
			9014685847	Miscellaneous Equipment Parts & Supplies	11.27	0.00	11.27	
			9014685854	Supplies, Safety	-257.20	0.00	-257.20	
			9015029250	Clothing, Uniforms & Access	115.83	0.00	115.83	
			9015260699	Hand Tools	88.00	0.00	88.00	
			9015456933	Bldg Maint Matls & Supplies	48.72	0.00	48.72	
			9015456941	Hand Tools	270.27	0.00	270.27	
			9015456958	Bldg Maint Matls & Supplies	343.41	0.00	343.41	
			9015765697	Miscellaneous Equipment Parts & Supplies	29.45	0.00	29.45	
			9016246796	Miscellaneous Equipment Parts & Supplies	11.36	0.00	11.36	
			9016281835	Bldg Maint Matls & Supplies	90.75	0.00	90.75	
			9016281843	Hand Tools	57.12	0.00	57.12	
			9016281850	Supplies, Safety	138.33	0.00	138.33	
			9016281868	Supplies, Safety	-432.28	0.00	-432.28	
			9016706427	Clothing, Uniforms & Access	-40.52	0.00	-40.52	
			9017017642	Hand Tools	97.22	0.00	97.22	
			9017860611	Bldg Maint Matls & Supplies	43.59	0.00	43.59	
			9018381732	Miscellaneous Equipment Parts & Supplies	-163.84	0.00	-163.84	
			9018381740	Miscellaneous Equipment Parts & Supplies	-11.36	0.00	-11.36	
			9018392226	Hand Tools	280.12	0.00	280.12	
			9018954165	Supplies, Safety	138.33	0.00	138.33	
			9018954173	Supplies, Safety	90.78	0.00	90.78	
			9019642298	Clothing, Uniforms & Access	139.20	0.00	139.20	
			9019900910	Supplies, Safety	229.11	0.00	229.11	
			9019900928	Hand Tools	101.62	0.00	101.62	
			9019900936	Supplies, Safety	229.11	0.00	229.11	
			9020380060	Bldg Maint Matls & Supplies	18.71	0.00	18.71	

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			9020421518	Miscellaneous Equipment Parts & Supplies	80.38	0.00	80.38	
			9021455077	Clothing, Uniforms & Access	40.52	0.00	40.52	
			9021481107	Bldg Maint Matls & Supplies	20.97	0.00	20.97	
			9021481115	Bldg Maint Matls & Supplies	13.86	0.00	13.86	
			9021591020	Miscellaneous Equipment	22.58	0.00	22.58	
			9021674420	Chemicals	274.43	0.00	274.43	
			9022705504	Bldg Maint Matls & Supplies	391.70	0.00	391.70	
			9022869664	Supplies, Safety	291.24	0.00	291.24	
			9023456131	Bldg Maint Matls & Supplies	77.73	0.00	77.73	
			9023456149	Bldg Maint Matls & Supplies	53.83	0.00	53.83	
			9024125677	Electrical Parts & Supplies	255.62	0.00	255.62	
			9024125685	Bldg Maint Matls & Supplies	21.38	0.00	21.38	
			9024263965	General Supplies	228.39	0.00	228.39	
			9025501603	Bldg Maint Matls & Supplies	58.67	0.00	58.67	
			9025526097	Construction Services	2,739.24	0.00	2,739.24	
			9026676560	Electrical Parts & Supplies	359.54	0.00	359.54	
			9027087627	Parts, Vehicles & Motor Equip	47.08	0.00	47.08	
			9027749382	Supplies, Safety	158.01	0.00	158.01	
			9027749390	Electrical Parts & Supplies	681.87	0.00	681.87	
			9030112446	Miscellaneous Equipment	205.21	0.00	205.21	
			9031271472	Bldg Maint Matls & Supplies	209.83	0.00	209.83	
			9031271662	Bldg Maint Matls & Supplies	10.12	0.00	10.12	
			9031414536	General Supplies	249.58	0.00	249.58	
			9032044985	Parts, Vehicles & Motor Equip	41.08	0.00	41.08	
			9032159528	Clothing, Uniforms & Access	80.46	0.00	80.46	
			9032744410	Hand Tools	86.95	0.00	86.95	
			9033019937	Miscellaneous Equipment Parts & Supplies	296.07	0.00	296.07	
			9033738833	Supplies, Safety	156.09	0.00	156.09	
			9034314170	Hand Tools	23.39	0.00	23.39	
			9035376400	Bldg Maint Matls & Supplies	58.45	0.00	58.45	
			9036256809	Supplies, Safety	427.12	0.00	427.12	

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			9036256817	Electrical Parts & Supplies	12.34	0.00	12.34	
			9036256825	General Supplies	35.76	0.00	35.76	
			9036779982	Bldg Maint Matls & Supplies	31.86	0.00	31.86	
			9036954692	Bldg Maint Matls & Supplies	148.35	0.00	148.35	
			9036954700	Bldg Maint Matls & Supplies	3.43	0.00	3.43	
			9037458859	General Supplies	9.55	0.00	9.55	
			9037941417	Supplies, Safety	1,014.11	0.00	1,014.11	
100278632	3/15/16	PACIFIC GAS & ELECTRIC CO	05225890200216	Utilities - Gas	112.65	0.00	112.65	\$5,654.10
			05225892760216	Utilities - Electric	2,485.28	0.00	2,485.28	
			06075133000216	Utilities - Electric	12.11	0.00	12.11	
			100023460316	Utilities - Electric	1,354.20	0.00	1,354.20	
			14823837850216	Utilities - Electric	60.34	0.00	60.34	
			18068041900216	Utilities - Electric	109.38	0.00	109.38	
			19867842520216	Utilities - Electric	48.50	0.00	48.50	
			38257235830216	Utilities - Electric	10.06	0.00	10.06	
			39509111000216	Utilities - Electric	53.31	0.00	53.31	
			48131400740216	Utilities - Electric	10.03	0.00	10.03	
			52896844240216	Utilities - Gas	296.88	0.00	296.88	
			52896847890216	Utilities - Electric	963.13	0.00	963.13	
			63004478110216	Utilities - Electric	65.65	0.00	65.65	
			66172622090216	Utilities - Electric	72.58	0.00	72.58	
100278634	3/15/16	SSDTTF	091916-092316	Training and Conferences	453.00	0.00	453.00	\$453.00
100278635	3/15/16	ALVA PEREZ	303433	Refund Recreation Fees	20.00	0.00	20.00	\$20.00
100278636	3/15/16	BING CHEN	302992	Refund Recreation Fees	21.00	0.00	21.00	\$21.00
100278637	3/15/16	DOLORES SANDERS	303067	Refund Recreation Fees	81.00	0.00	81.00	\$81.00
100278638	3/15/16	ETK PAINTING INC	BL067807	Business License Tax	27.88	0.00	27.88	\$27.88
			CRBAL					
100278639	3/15/16	EXABLOX CORPORATION	BL067244 16-17	Business License Tax	703.96	0.00	703.96	\$703.96
100278640	3/15/16	JM WELDING SERVICES INC	BL068349 16-17	Business License Tax	27.88	0.00	27.88	\$27.88
100278641	3/15/16	JOHN CWYNAR	BL062657 16-17	Business License Tax	65.05	0.00	65.05	\$65.05
100278642	3/15/16	JR PIERCE PLUMBING CO INC	BL067691 16-17	Business License Tax	118.68	0.00	118.68	\$118.68

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100278643	3/15/16	JS REFERRAL SERVICES	BL066094 16-17	Business License Tax	93.83	0.00	93.83	\$93.83
100278644	3/15/16	KAROLYN HIGHSMITH	302300	Refund Recreation Fees	30.00	0.00	30.00	\$30.00
100278645	3/15/16	OK AUTO BODY & ENGINE REPAIR	049287-2016	Business License Tax	35.14	0.00	35.14	\$35.14
100278646	3/15/16	REKHA MAIYA	130463-72838	Refund Utility Account Credit	564.84	0.00	564.84	\$564.84
100278647	3/15/16	SAFELITE AUTO GLASS #491	BL025301-15/16	Business License Tax	417.14	0.00	417.14	\$417.14
100278648	3/15/16	SHINKO ELECTRIC AMERICA INC	BL070398-15/16	Business License Tax	126.94	0.00	126.94	\$126.94
100278649	3/17/16	AAA SPEEDY SMOG TEST ONLY STATION	021353	Auto Maint & Repair - Labor	40.00	0.00	40.00	\$240.00
			021354	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021373	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021382	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021408	Auto Maint & Repair - Labor	40.00	0.00	40.00	
			021414	Auto Maint & Repair - Labor	40.00	0.00	40.00	
100278650	3/17/16	ACE FIRE EQUIPMENT & SERVICE CO INC	132950	Facilities Maint & Repair - Labor	9,082.38	0.00	9,082.38	\$9,082.38
100278651	3/17/16	ACOM SOLUTIONS INC	0283305-IN	Supplies, Office 1	355.76	0.00	355.76	\$355.76
100278652	3/17/16	ADVANCE DESIGN CONSULTANTS INC	1430913-02	Engineering Services	5,182.00	0.00	5,182.00	\$5,182.00
100278653	3/17/16	ADVANCED CHEMICAL TRANSPORT INC	96838	Materials - Land Improve	140.40	0.00	140.40	\$140.40
100278654	3/17/16	AMFASOFT CORP	EDMARTIN-01	DED Services/Training - Training	4,950.00	0.00	4,950.00	\$4,950.00
100278655	3/17/16	AQUATIC ENVIRONMENTS INC	16012R	Miscellaneous Services	97,893.00	0.00	97,893.00	\$97,893.00
100278656	3/17/16	BASCOM TRIM & UPHOLSTERY	1349	Auto Maint & Repair - Labor	997.50	0.00	997.50	\$1,182.38
			1349	Auto Maint & Repair - Materials	184.88	0.00	184.88	
100278657	3/17/16	BAUER COMPRESSORS INC	0000202733	Clothing, Uniforms & Access	254.69	0.00	254.69	\$254.69
100278658	3/17/16	BAY AREA VIDEO COALITION INC	24730	DED Services/Training - Training	5,221.00	0.00	5,221.00	\$5,221.00
100278659	3/17/16	BAY-VALLEY PEST CONTROL INC	0203584	Facilities Maint & Repair - Labor	42.00	0.00	42.00	\$42.00
100278660	3/17/16	BOUND TREE MEDICAL LLC	70223852	Inventory Purchase	-459.91	0.00	-459.91	\$371.45
			82036508	Supplies, First Aid	371.45	0.00	371.45	
			82038005	Inventory Purchase	459.91	0.00	459.91	
100278661	3/17/16	CALCON SYSTEMS INC	37285	Contracts/Service Agreements	1,114.47	0.00	1,114.47	\$1,114.47
100278662	3/17/16	CAPTURE TECHNOLOGIES INC	35653	Computer Hardware	60,450.00	0.00	60,450.00	\$60,450.00
100278663	3/17/16	CENTRAL LABOR COUNCIL	FEB2016	DED Services/Training - Training	1,750.16	0.00	1,750.16	\$65,438.32
		PARTNERSHIP	FEB2016	Contracts/Service Agreements	63,688.16	0.00	63,688.16	

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100278664	3/17/16	CITY OF SANTA CLARA MUNICIPAL UTILITIES	MARCH2016	Utilities - Electric	539.68	0.00	539.68	\$539.68
100278665	3/17/16	COAST COUNTIES PETERBILT	0112990S	Auto Maint & Repair - Labor	374.79	0.00	374.79	\$518.20
			0112990S	Auto Maint & Repair - Materials	143.41	0.00	143.41	
100278666	3/17/16	CUBE SOLUTIONS	18231	Occupational Health and Safety Services	614.29	0.00	614.29	\$614.29
100278667	3/17/16	CUNNINGHAM ELECTRIC INC	8422	Miscellaneous Services	795.00	0.00	795.00	\$1,395.00
			8423	Facilities Maint & Repair - Labor	600.00	0.00	600.00	
100278668	3/17/16	D & M TRAFFIC SERVICES INC	46578	Inventory Purchase	1,831.89	0.00	1,831.89	\$1,831.89
100278669	3/17/16	DAPPER TIRE CO INC	42993167	Inventory Purchase	951.60	0.00	951.60	\$951.60
100278670	3/17/16	DAVEY RESOURCE GROUP	909761312	Software As a Service	2,000.00	0.00	2,000.00	\$2,000.00
100278671	3/17/16	DEPARTMENT OF JUSTICE	153427	Pre-Employment Testing	672.00	0.00	672.00	\$672.00
100278672	3/17/16	DETAIL PLUS	30757	Auto Maint & Repair - Labor	100.00	0.00	100.00	\$100.00
100278673	3/17/16	FEDERAL EXPRESS CORP	5-295-96509	Mailing & Delivery Services	6.85	0.00	6.85	\$23.89
			5-340-61144	Mailing & Delivery Services	17.04	0.00	17.04	
100278674	3/17/16	FERRARA FIRE APPARATUS INC	INV00000W75751	Parts, Vehicles & Motor Equip	285.65	0.00	285.65	\$447.33
			INV00000W75950	Parts, Vehicles & Motor Equip	161.68	0.00	161.68	
100278675	3/17/16	FITGUARD INC	0000111543	Misc Equip Maint & Repair - Labor	159.00	0.00	159.00	\$348.23
			0000111543	Misc Equip Maint & Repair - Materials	189.23	0.00	189.23	
100278676	3/17/16	FOUNDATION FOR CALIFORNIA COMMUNITY	NOVA-1617	Professional Services	490.12	0.00	490.12	\$490.12
100278677	3/17/16	FREMONT UNION HIGH SCHOOL DISTRICT	16-302	Facilities Equipment	208,527.48	0.00	208,527.48	\$208,527.48
100278678	3/17/16	GARDENLAND POWER EQUIPMENT	353277	Auto Maint & Repair - Labor	72.49	0.00	72.49	\$261.03
			353277	Auto Maint & Repair - Materials	21.90	0.00	21.90	
			353968	Parts, Vehicles & Motor Equip	22.86	0.00	22.86	
			356188	Parts, Vehicles & Motor Equip	77.34	0.00	77.34	
			356189	Parts, Vehicles & Motor Equip	66.44	0.00	66.44	
100278679	3/17/16	GOLDEN GATE TRUCK CENTER	F005697328:01	Parts, Vehicles & Motor Equip	-115.24	0.00	-115.24	\$12,804.20
			F005698599:01	Parts, Vehicles & Motor Equip	563.58	0.00	563.58	
			F005699651:01	Parts, Vehicles & Motor Equip	194.75	0.00	194.75	

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			F005699667:01	Parts, Vehicles & Motor Equip	-194.75	0.00	-194.75	
			F005699668:01	Parts, Vehicles & Motor Equip	209.50	0.00	209.50	
			F005700096:01	Parts, Vehicles & Motor Equip	696.68	0.00	696.68	
			F005700853:01	Parts, Vehicles & Motor Equip	86.48	0.00	86.48	
			F005701277:01	Parts, Vehicles & Motor Equip	48.84	0.00	48.84	
			R005069819:01	Auto Maint & Repair - Labor	5,644.50	0.00	5,644.50	
			R005069819:01	Auto Maint & Repair - Materials	5,669.86	0.00	5,669.86	
100278680	3/17/16	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1090320	Parts, Vehicles & Motor Equip	-225.00	0.00	-225.00	\$137.50
			189-1090321	Parts, Vehicles & Motor Equip	-210.00	0.00	-210.00	
			189-1090490	Parts, Vehicles & Motor Equip	572.50	0.00	572.50	
100278681	3/17/16	GRAINGER	9048680996	Inventory Purchase	74.71	0.00	74.71	\$74.71
100278682	3/17/16	GRAYBAR ELECTRIC CO INC	983648441	Communication Equipment	241.20	0.00	241.20	\$24.72
			983821892	Communication Equipment	-241.20	0.00	-241.20	
			983838664	Comm Equip Maintain & Repair - Materials 2	24.72	0.00	24.72	
100278683	3/17/16	HEALTHIER KIDS FOUNDATION SANTA CLARA CO	1	Outside Group Funding	5,000.00	0.00	5,000.00	\$5,000.00
100278684	3/17/16	HUMANSIZE CORP	2115838	Bldg Maint Matls & Supplies	71.16	0.00	71.16	\$71.16
100278685	3/17/16	INFRASTRUCTURE ENGINEERING CORP	8758	Engineering Services	14,931.25	0.00	14,931.25	\$14,931.25
100278686	3/17/16	INTEGRATED ARCHIVE SYSTEMS INC	0081391-IN	Hardware Maintenance	9,559.84	0.00	9,559.84	\$9,559.84
100278687	3/17/16	INTERACTIVE DATA PRICING	04338026	Financial Services	121.06	0.00	121.06	\$242.12
			04489016	Financial Services	121.06	0.00	121.06	
100278688	3/17/16	IRON MOUNTAIN INTELLECTUAL PROPERTY MGT	9DC4496	Recycling Services	1,000.00	0.00	1,000.00	\$1,000.00
100278689	3/17/16	JEFF STANTON	J20160314	Benefits and Incentives - Relocation Assistance	400.00	0.00	400.00	\$400.00
100278690	3/17/16	KENNEDY JENKS CONSULTANTS	98810	Engineering Services	2,790.00	0.00	2,790.00	\$9,581.60
			99567	Engineering Services	5,891.60	0.00	5,891.60	
			99617	HazMat Disposal - Hazardous Waste Disposal	900.00	0.00	900.00	
100278691	3/17/16	KOHLWEISS AUTO PARTS INC	01OQ2886	Inventory Purchase	58.20	0.00	58.20	\$538.90
			01OQ2908	Inventory Purchase	-58.20	0.00	-58.20	

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			01OQ3296	Inventory Purchase	4.24	0.00	4.24	
			01OQ3520	Inventory Purchase	-4.24	0.00	-4.24	
			01OQ8609	Parts, Vehicles & Motor Equip	68.32	0.00	68.32	
			01OQ8877	Parts, Vehicles & Motor Equip	-68.32	0.00	-68.32	
			01OR5118	Parts, Vehicles & Motor Equip	68.66	0.00	68.66	
			01OR5494	Parts, Vehicles & Motor Equip	-68.66	0.00	-68.66	
			01OR5496	Parts, Vehicles & Motor Equip	-16.67	0.00	-16.67	
			01OR5888	Parts, Vehicles & Motor Equip	19.97	0.00	19.97	
			01OR6005	Inventory Purchase	47.34	0.00	47.34	
			01OR6006	Inventory Purchase	-47.34	0.00	-47.34	
			01OS1373	Inventory Purchase	1.22	0.00	1.22	
			01OS2043	Inventory Purchase	545.29	10.91	534.38	
100278693	3/17/16	LC ACTION POLICE SUPPLY	344483	Ballistic Equipment - Body Armor/Vests	788.44	0.00	788.44	\$6,624.87
			344501	Clothing, Uniforms & Access	43.39	0.00	43.39	
			344502	Clothing, Uniforms & Access	35.56	0.00	35.56	
			344503	Clothing, Uniforms & Access	30.87	0.00	30.87	
			344504	Clothing, Uniforms & Access	16.75	0.00	16.75	
			344785	Ballistic Equipment - Body Armor/Vests	788.44	0.00	788.44	
			344853	Ballistic Equipment - Body Armor/Vests	788.44	0.00	788.44	
			344854	Ballistic Equipment - Body Armor/Vests	788.44	0.00	788.44	
			344855	Ballistic Equipment - Body Armor/Vests	788.44	0.00	788.44	
			344921	Clothing, Uniforms & Access	326.25	0.00	326.25	
			344924	Clothing, Uniforms & Access	951.56	0.00	951.56	
			344926	Clothing, Uniforms & Access	119.93	0.00	119.93	
			345100	Ballistic Equipment - Body Armor/Vests	788.44	0.00	788.44	
			345572	Clothing, Uniforms & Access	20.04	0.00	20.04	
			345573	Clothing, Uniforms & Access	349.88	0.00	349.88	
100278695	3/17/16	LED TRAIL	18855	Bldg Maint Matls & Supplies	477.50	0.00	477.50	\$477.50
100278696	3/17/16	LANDCARE USA LLC	8083214	Miscellaneous Services	416.67	0.00	416.67	\$416.67
100278697	3/17/16	LEVEL 3 COMMUNICATIONS LLC	42622342	Comm Equip Maintain & Repair - Materials 2	8,179.69	0.00	8,179.69	\$8,179.69

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100278698	3/17/16	MARIA JERRAM	2S9960	DED Services/Training - Support Services	150.00	0.00	150.00	\$150.00
100278699	3/17/16	MELROSE METAL PRODUCTS INC	13726	Miscellaneous Equipment Parts & Supplies	4,725.19	0.00	4,725.19	\$4,725.19
100278700	3/17/16	METROPOLITAN TRANSPORTATION COMMISSION	AR011649	Engineering Services	15,624.00	0.00	15,624.00	\$15,624.00
100278701	3/17/16	MICHAEL MAHER	SCRUM MASTER I	DED Services/Training - Support Services	150.00	0.00	150.00	\$150.00
100278702	3/17/16	MISSION ACADEMY OF MUSIC LLC	FALL 2015	Rec Instructors/Officials	352.80	0.00	352.80	\$352.80
100278703	3/17/16	NAPA AUTO PARTS	220129	Parts, Vehicles & Motor Equip	-19.58	0.00	-19.58	\$279.24
			221030	Parts, Vehicles & Motor Equip	-124.90	0.00	-124.90	
			221740	Parts, Vehicles & Motor Equip	-86.99	0.00	-86.99	
			223674	Parts, Vehicles & Motor Equip	-9.57	0.00	-9.57	
			224060	Parts, Vehicles & Motor Equip	16.97	0.00	16.97	
			224983	Parts, Vehicles & Motor Equip	-19.58	0.00	-19.58	
			226287	Parts, Vehicles & Motor Equip	18.00	0.00	18.00	
			226806	Parts, Vehicles & Motor Equip	-124.90	0.00	-124.90	
			227483	Parts, Vehicles & Motor Equip	60.02	0.00	60.02	
			227513	Parts, Vehicles & Motor Equip	36.37	0.00	36.37	
			227767	Parts, Vehicles & Motor Equip	25.62	0.00	25.62	
			228003	Parts, Vehicles & Motor Equip	13.37	0.00	13.37	
			228085	Parts, Vehicles & Motor Equip	37.06	0.00	37.06	
			228091	Parts, Vehicles & Motor Equip	13.75	0.00	13.75	
			228306	Parts, Vehicles & Motor Equip	26.54	0.00	26.54	
			228654	Parts, Vehicles & Motor Equip	116.17	0.00	116.17	
			228714	Parts, Vehicles & Motor Equip	44.75	0.00	44.75	
			228795	Parts, Vehicles & Motor Equip	25.73	0.00	25.73	
			228797	Parts, Vehicles & Motor Equip	14.71	0.00	14.71	
			229076	Parts, Vehicles & Motor Equip	108.04	0.00	108.04	
			229088	Parts, Vehicles & Motor Equip	11.18	0.00	11.18	
			229137	Parts, Vehicles & Motor Equip	6.26	0.00	6.26	
			229225	Parts, Vehicles & Motor Equip	24.04	0.00	24.04	
			229227	Parts, Vehicles & Motor Equip	66.18	0.00	66.18	
100278706	3/17/16	NORTH STATE ENVIRONMENTAL						\$815.25

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			047572	HazMat Disposal - Hazardous Waste Disposal	815.25		0.00	815.25	
100278707	3/17/16	ON ASSIGNMENT LAB SUPPORT	LAB550168547	Salaries - Contract Personnel	1,200.00		0.00	1,200.00	\$2,400.00
			LAB550168564	Salaries - Contract Personnel	1,200.00		0.00	1,200.00	
100278708	3/17/16	OVERDRIVE INC	0910-000121660	Library Periodicals/Databases	56.97		0.00	56.97	\$56.97
100278709	3/17/16	PAN ASIAN PUBLICATIONS INC	U-14732	Library Acquis, Audio/Visual	643.83		0.00	643.83	\$643.83
100278710	3/17/16	PATSONS MEDIA GROUP	176940	Printing & Related Services	1,334.07		0.00	1,334.07	\$1,334.07
100278711	3/17/16	PEARSON BUICK GMC	273053	Parts, Vehicles & Motor Equip	435.12		0.00	435.12	\$435.12
100278712	3/17/16	PETERSON TRUCKS	9557P	Parts, Vehicles & Motor Equip	189.39		0.00	189.39	\$189.39
100278713	3/17/16	POLYDYNE INC	1029398	Chemicals	30,818.76		0.00	30,818.76	\$30,818.76
100278714	3/17/16	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	5532	Vehicles & Motorized Equip	620.00		0.00	620.00	\$3,910.88
			5533	Vehicles & Motorized Equip	3,290.88		0.00	3,290.88	
100278715	3/17/16	PROJECT SENTINEL INC	PS-123115	Outside Group Funding	8,095.08		0.00	8,095.08	\$8,095.08
100278716	3/17/16	QUALITY COUNTS LLC	135651-1	Engineering Services	420.00		0.00	420.00	\$420.00
100278717	3/17/16	RAHA BOOKS	M-SNV-163	Library Acquis, Audio/Visual	1,311.04		0.00	1,311.04	\$1,311.04
100278718	3/17/16	RANKIN STOCK HEABERLIN	33359	Legal Services	709.50		0.00	709.50	\$1,275.10
			33361	Legal Services	565.60		0.00	565.60	
100278719	3/17/16	REED & GRAHAM INC	856152	Materials - Land Improve	425.73		0.00	425.73	\$6,945.96
			856245	Materials - Land Improve	1,651.66		0.00	1,651.66	
			856327	Materials - Land Improve	1,622.86		0.00	1,622.86	
			856418	Materials - Land Improve	3,245.71		0.00	3,245.71	
100278720	3/17/16	ROSS RECREATION EQUIPMENT CO INC	98363	Materials - Land Improve	2,098.06		0.00	2,098.06	\$2,098.06
100278721	3/17/16	SAFEWAY INC	1603081-030816	General Supplies	0.00		0.00	0.00	\$18.00
			1603081-030816	Special Events	0.00		0.00	0.00	
			722291-031016	General Supplies	6.00		0.00	6.00	
			806584-030316	General Supplies	6.00		0.00	6.00	
			806584-030316	Special Events	6.00		0.00	6.00	
100278722	3/17/16	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800019905	Engineering Services	250,843.74		0.00	250,843.74	\$250,843.74
100278723	3/17/16	SECURITY CONTRACTOR SERVICES INC	496335A-IN	Materials - Land Improve	127.24		0.00	127.24	\$127.24
100278724	3/17/16	SENIOR ADULTS LEGAL ASSISTANCE	1516-819720 #1	Outside Group Funding	4,904.40		0.00	4,904.40	\$4,904.40
100278725	3/17/16	SHIN SHIN TRAINING CENTER							\$990.00

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			W20150218	DED Services/Training - Training	495.00	0.00	495.00	
			20F2					
			W20160098	DED Services/Training - Training	495.00	0.00	495.00	
			20F2					
100278726	3/17/16	SHRED-IT USA LLC	9409442467	Records Related Services	49.50	0.00	49.50	\$99.00
			9409735480	Records Related Services	49.50	0.00	49.50	
100278727	3/17/16	SIERRA CHEMICAL CO	SLS10031000	Chemicals	2,820.02	0.00	2,820.02	\$2,820.02
100278728	3/17/16	SMART & FINAL INC	174084-022616	Food Products	30.00	0.00	30.00	\$323.20
			174084-022616	General Supplies	85.06	0.00	85.06	
			175931-022916	Food Products	120.68	0.00	120.68	
			180409-030716	Food Products	87.46	0.00	87.46	
100278729	3/17/16	STEVEN SIEGEL	051715PURCHA SE	Miscellaneous Equipment Parts & Supplies	100.00	0.00	100.00	\$100.00
100278730	3/17/16	STEVENS CREEK CHRYSLER JEEP DODGE	331042	Parts, Vehicles & Motor Equip	73.41	0.00	73.41	\$97.01
			331284	Parts, Vehicles & Motor Equip	23.60	0.00	23.60	
100278731	3/17/16	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DISABILITY0316	Insurances - Long Term Disability	3,686.00	0.00	3,686.00	\$3,686.00
100278732	3/17/16	SUNNYVALE TOWING INC	295301	Vehicle Towing Services	35.00	0.00	35.00	\$335.00
			295434	Vehicle Towing Services	35.00	0.00	35.00	
			296006	Vehicle Towing Services	35.00	0.00	35.00	
			296036	Vehicle Towing Services	77.50	0.00	77.50	
			296042	Vehicle Towing Services	77.50	0.00	77.50	
			296049	Vehicle Towing Services	40.00	0.00	40.00	
			298324	Vehicle Towing Services	35.00	0.00	35.00	
100278733	3/17/16	SUPPLYWORKS	361056393	Inventory Purchase	1,863.54	18.64	1,844.90	\$1,844.90
100278734	3/17/16	TURF STAR INC	6926305-00	Misc Equip Maint & Repair - Materials	81.07	0.00	81.07	\$674.89
			6928219-00	Materials - Land Improve	593.82	0.00	593.82	
100278735	3/17/16	US SECURITY ASSOC INC	1157988	Professional Services	200.00	0.00	200.00	\$650.00
			1157995	Professional Services	450.00	0.00	450.00	
100278736	3/17/16	VERIZON WIRELESS	9000032004	Communication Equipment	43.11	0.00	43.11	\$56.23
			9000033046	Communication Equipment	13.12	0.00	13.12	
100278737	3/17/16	W-TRANS	17338	Engineering Services	4,817.82	0.00	4,817.82	\$4,817.82

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100278738	3/17/16	WHCI PLUMBING SUPPLY	S2093620.001	Bldg Maint Matls & Supplies	584.39	0.00	584.39	\$584.39
100278739	3/17/16	WEST COAST ARBORISTS INC	113095	Services Maintain Land Improv	31,400.00	0.00	31,400.00	\$31,400.00
100278740	3/17/16	WEST COAST SECURITY INC	03082016-1	Facilities Maint & Repair - Labor	5,538.38	0.00	5,538.38	\$5,748.38
			03082016-1	Facilities Maint & Repair - Materials	210.00	0.00	210.00	
100278741	3/17/16	WILD TASTES	937	Training and Conferences	1,392.00	0.00	1,392.00	\$1,392.00
100278742	3/17/16	WINSUPPLY OF SILICON VALLEY	656017 00	Bldg Maint Matls & Supplies	2,989.00	0.00	2,989.00	\$2,989.00
100278743	3/17/16	YAMAHA GOLF CARS OF CALIFORNIA INC	L19581	Facilities Maint & Repair - Labor	120.00	0.00	120.00	\$139.25
			L19581	Facilities Maint & Repair - Materials	19.25	0.00	19.25	
100278744	3/17/16	CHABOT COLLEGE	03/21-25/2016	Training and Conferences	348.00	0.00	348.00	\$348.00
100278745	3/17/16	CHABOT COLLEGE	04/18-22/2016	Training and Conferences	348.00	0.00	348.00	\$348.00
100278746	3/17/16	NANCI BARRAZA	CLAIM#1516-042	Liability Claims Paid	753.37	0.00	753.37	\$753.37
100278747	3/17/16	PACIFIC GAS & ELECTRIC CO	11059228290216	Utilities - Electric	88.22	0.00	88.22	\$13,083.10
			11059229930216	Utilities - Electric	92.94	0.00	92.94	
			35642590100216	Utilities - Electric	74.49	0.00	74.49	
			35642590150216	Utilities - Electric	56.53	0.00	56.53	
			35642590200216	Utilities - Electric	61.64	0.00	61.64	
			35642590250216	Utilities - Electric	150.38	0.00	150.38	
			35642590300216	Utilities - Electric	97.55	0.00	97.55	
			35642590350216	Utilities - Electric	75.90	0.00	75.90	
			35642590400216	Utilities - Electric	101.95	0.00	101.95	
			35642590450216	Utilities - Electric	72.02	0.00	72.02	
			35642590500216	Utilities - Electric	58.64	0.00	58.64	
			35642590650216	Utilities - Electric	68.15	0.00	68.15	
			35642590700216	Utilities - Electric	67.19	0.00	67.19	
			35642590750216	Utilities - Electric	104.87	0.00	104.87	
			35642590800216	Utilities - Electric	93.68	0.00	93.68	
			35642590850216	Utilities - Electric	55.29	0.00	55.29	
			35642590950216	Utilities - Electric	19.37	0.00	19.37	
			35642591000216	Utilities - Electric	129.25	0.00	129.25	
			35642591050216	Utilities - Electric	65.98	0.00	65.98	

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			35642591100216	Utilities - Electric	64.04	0.00	64.04	
			35642591150216	Utilities - Electric	83.24	0.00	83.24	
			35642591250216	Utilities - Electric	97.47	0.00	97.47	
			35642591300216	Utilities - Electric	44.32	0.00	44.32	
			35642591350216	Utilities - Electric	119.86	0.00	119.86	
			35642591400216	Utilities - Electric	84.99	0.00	84.99	
			35642591450216	Utilities - Electric	61.04	0.00	61.04	
			35642591500216	Utilities - Electric	47.66	0.00	47.66	
			35642591550216	Utilities - Electric	52.24	0.00	52.24	
			35642591600216	Utilities - Electric	67.54	0.00	67.54	
			35642591650216	Utilities - Electric	94.33	0.00	94.33	
			35642591700216	Utilities - Electric	87.16	0.00	87.16	
			35642591750216	Utilities - Electric	76.23	0.00	76.23	
			35642591800216	Utilities - Electric	65.85	0.00	65.85	
			35642591850216	Utilities - Electric	65.32	0.00	65.32	
			35642591900216	Utilities - Electric	55.62	0.00	55.62	
			35642591950216	Utilities - Electric	78.53	0.00	78.53	
			35642592000216	Utilities - Electric	103.64	0.00	103.64	
			35642592050216	Utilities - Electric	83.47	0.00	83.47	
			35642592100216	Utilities - Electric	89.38	0.00	89.38	
			35642592150216	Utilities - Electric	83.92	0.00	83.92	
			35642592200216	Utilities - Electric	83.65	0.00	83.65	
			35642592250216	Utilities - Electric	34.65	0.00	34.65	
			35642592300216	Utilities - Electric	63.67	0.00	63.67	
			35642592350216	Utilities - Electric	10.84	0.00	10.84	
			35642592400216	Utilities - Electric	116.31	0.00	116.31	
			35642592450216	Utilities - Electric	56.80	0.00	56.80	
			35642592500216	Utilities - Electric	56.25	0.00	56.25	
			35642592550216	Utilities - Electric	75.83	0.00	75.83	
			35642592600216	Utilities - Electric	77.41	0.00	77.41	
			35642592650216	Utilities - Electric	102.81	0.00	102.81	

List of All Claims and Bills Approved for Payment
For Payments Dated 3/13/2016 through 3/19/2016

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			35642592700216	Utilities - Electric	73.72	0.00	73.72	
			35642592750216	Utilities - Electric	58.36	0.00	58.36	
			35642592800216	Utilities - Electric	112.17	0.00	112.17	
			35642592850216	Utilities - Electric	62.43	0.00	62.43	
			35642592900216	Utilities - Electric	61.20	0.00	61.20	
			35642592950216	Utilities - Electric	76.70	0.00	76.70	
			35642593000216	Utilities - Electric	68.07	0.00	68.07	
			35642593050216	Utilities - Electric	95.41	0.00	95.41	
			35642593100216	Utilities - Electric	80.77	0.00	80.77	
			35642593200216	Utilities - Electric	74.77	0.00	74.77	
			35642593250216	Utilities - Electric	14.37	0.00	14.37	
			35642593300216	Utilities - Electric	86.20	0.00	86.20	
			35642593350216	Utilities - Electric	67.01	0.00	67.01	
			35642593400216	Utilities - Electric	92.58	0.00	92.58	
			35642593450216	Utilities - Electric	69.48	0.00	69.48	
			35642593500216	Utilities - Electric	79.53	0.00	79.53	
			35642593550216	Utilities - Electric	61.89	0.00	61.89	
			35642593600216	Utilities - Electric	89.93	0.00	89.93	
			35642593650216	Utilities - Electric	88.36	0.00	88.36	
			35642593700216	Utilities - Electric	77.76	0.00	77.76	
			35642593750216	Utilities - Electric	51.70	0.00	51.70	
			35642593800216	Utilities - Electric	57.52	0.00	57.52	
			35642593850216	Utilities - Electric	9.86	0.00	9.86	
			35642593900216	Utilities - Electric	52.76	0.00	52.76	
			35642593950216	Utilities - Electric	53.10	0.00	53.10	
			35642594000216	Utilities - Electric	65.47	0.00	65.47	
			35642594050216	Utilities - Electric	39.51	0.00	39.51	
			35642594100216	Utilities - Electric	40.76	0.00	40.76	
			35642594150216	Utilities - Electric	53.82	0.00	53.82	
			35642594250216	Utilities - Electric	104.66	0.00	104.66	
			35642594300216	Utilities - Electric	65.64	0.00	65.64	

List of All Claims and Bills Approved for Payment
For Payments Dated 3/13/2016 through 3/19/2016

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			35642594350216	Utilities - Electric	55.41	0.00	55.41	
			35642594400216	Utilities - Electric	55.23	0.00	55.23	
			35642594450216	Utilities - Electric	67.41	0.00	67.41	
			35642594500216	Utilities - Electric	45.00	0.00	45.00	
			35642594550216	Utilities - Electric	89.82	0.00	89.82	
			35642594600216	Utilities - Electric	92.82	0.00	92.82	
			35642594650216	Utilities - Electric	94.05	0.00	94.05	
			35642594700216	Utilities - Electric	85.23	0.00	85.23	
			35642594750216	Utilities - Electric	70.93	0.00	70.93	
			35642594800216	Utilities - Electric	79.59	0.00	79.59	
			35642594850216	Utilities - Electric	55.79	0.00	55.79	
			35642594900216	Utilities - Electric	66.56	0.00	66.56	
			35642594950216	Utilities - Electric	90.95	0.00	90.95	
			35642595000216	Utilities - Electric	72.92	0.00	72.92	
			35642595050216	Utilities - Electric	74.33	0.00	74.33	
			35642595100216	Utilities - Electric	77.16	0.00	77.16	
			35642595150216	Utilities - Electric	59.14	0.00	59.14	
			35642595200216	Utilities - Electric	71.86	0.00	71.86	
			35642595250216	Utilities - Electric	56.70	0.00	56.70	
			35642595300216	Utilities - Electric	60.57	0.00	60.57	
			35642595350216	Utilities - Electric	65.22	0.00	65.22	
			35642595400216	Utilities - Electric	65.75	0.00	65.75	
			35642595450216	Utilities - Electric	121.34	0.00	121.34	
			35642595500216	Utilities - Electric	50.56	0.00	50.56	
			35642595550216	Utilities - Electric	57.16	0.00	57.16	
			35642595600216	Utilities - Electric	54.80	0.00	54.80	
			35642595650216	Utilities - Electric	63.85	0.00	63.85	
			35642595700216	Utilities - Electric	68.09	0.00	68.09	
			35642595750216	Utilities - Electric	75.01	0.00	75.01	
			35642595800216	Utilities - Electric	61.71	0.00	61.71	
			35642595850216	Utilities - Electric	112.58	0.00	112.58	

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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
			35642595900216	Utilities - Electric	60.12	0.00	60.12	
			35642595950216	Utilities - Electric	120.19	0.00	120.19	
			35642596000216	Utilities - Electric	96.79	0.00	96.79	
			35642596050216	Utilities - Electric	74.96	0.00	74.96	
			35642596100216	Utilities - Electric	71.42	0.00	71.42	
			35642596150216	Utilities - Electric	53.68	0.00	53.68	
			35642596200216	Utilities - Electric	72.19	0.00	72.19	
			35642596250216	Utilities - Electric	55.09	0.00	55.09	
			35642596300216	Utilities - Electric	67.34	0.00	67.34	
			35642596350216	Utilities - Electric	53.32	0.00	53.32	
			35642596400216	Utilities - Electric	53.45	0.00	53.45	
			35642596450216	Utilities - Electric	94.91	0.00	94.91	
			35642596500216	Utilities - Electric	61.55	0.00	61.55	
			35642598240216	Utilities - Electric	9.86	0.00	9.86	
			74408230820216	Utilities - Electric	68.68	0.00	68.68	
			91475900450216	Utilities - Gas	53.08	0.00	53.08	
			91475903190216	Utilities - Electric	95.65	0.00	95.65	
			91475904100216	Utilities - Electric	569.26	0.00	569.26	
			91475904310216	Utilities - Electric	622.90	0.00	622.90	
			91475907050216	Utilities - Electric	204.04	0.00	204.04	
			91475907470216	Utilities - Electric	644.33	0.00	644.33	
			91475908690216	Utilities - Electric	316.98	0.00	316.98	
			91475909640216	Utilities - Electric	644.88	0.00	644.88	
			91475909790216	Utilities - Electric	797.27	0.00	797.27	
100278758	3/17/16	BYLAND CORPORATION GENERAL CONTRACTING	M#308857	Deposits Payable - Hydrant Meter	2,262.00	0.00	2,262.00	\$1,905.00
			M#308857	Water Sales - Metered	-357.00	0.00	-357.00	
100278759	3/17/16	DAY CARE-MORENO-VEGA DBA LITTLE STEPS	IN000069253	Refund Over/Duplicate Payment	145.18	0.00	145.18	\$145.18
100278760	3/17/16	DNA FREITAS CONSTRUCTION	2015-9533	Water Meter Sales	170.00	0.00	170.00	\$170.00
100278761	3/17/16	EARLY HORIZONS CHILD CARE	IN000069028	Refund Over/Duplicate Payment	429.00	0.00	429.00	\$429.00
100278762	3/17/16	FELICIA DIAZ	63863/21262/42	Refund Over/Duplicate Payment	163.45	0.00	163.45	\$163.45

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
100278763	3/17/16	LE'S AUTO REPAIRS	IN000069273	Refund Over/Duplicate Payment	608.00	0.00	608.00	\$608.00
100278764	3/17/16	O'GRADY PAVING	M10607569	Deposits Payable - Hydrant Meter	2,262.00	0.00	2,262.00	\$2,124.66
			M10607569	Water Sales - Metered	-137.34	0.00	-137.34	
100278765	3/17/16	PACIFIC SURFACING INC	M#407062	Deposits Payable - Hydrant Meter	2,303.00	0.00	2,303.00	\$2,262.28
			M#407062	Water Sales - Metered	-40.72	0.00	-40.72	
100278766	3/17/16	RAYMOND RENDON	138343-12798	Refund Utility Account Credit	219.73	0.00	219.73	\$219.73
100278767	3/17/16	ZUCCATO'S AUTO CARE LLC	IN000069111	Refund Over/Duplicate Payment	16.92	0.00	16.92	\$16.92
950906016	3/14/16	US BANK TRUST NA	98PARKING041	Miscellaneous Payment	180,164.94	0.00	180,164.94	\$180,164.94
			6					
Grand Total Payment Amount								<u>\$1,801,225.57</u>



City of Sunnyvale

Agenda Item

16-0300

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Approve Agreement with Abode Services Related to Tenant Based Rental Assistance (TBRA) Program (Continued from March 15, 2016)

BACKGROUND

Abode Services (Abode), a non-profit agency known as one of the Bay Area's largest and most effective providers of housing services, has been administering the City's TBRA Program for several years, first through a subcontract with the County, using funds provided by the City through a revenue sharing agreement with the County. Beginning on August 1, 2015, Abode began administering the program directly through a separate agreement with the City approved by Council on July 28, 2015 (RTC 15-0661).

A portion of the HOME funds previously committed to the County through the revenue sharing agreement, but not fully utilized before that contract terminated, are once again available for use. Staff has drafted a new agreement with Abode (the "Agreement") to allow these remaining funds to be used by Abode to assist additional clients through the TBRA program.

EXISTING POLICY

2015-2020 Sunnyvale Consolidated Plan:

Goal A-1 Affordable Housing: Support affordable rental housing for lower-income households.

Goal B Alleviation of Homelessness: Help people who are currently homeless or at imminent risk of homelessness to obtain housing, employment or other sources of income, and adequate support services/networks to achieve stability.

Objective 1.b: Continue to implement the TBRA program for homeless and at-risk clients, many of whom have obtained employment through the WorkFirst Sunnyvale Program. The TBRA program provides transitional rental assistance for a term of up to two years, which may include security deposit and/or monthly rental assistance.

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)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

The Agreement is provided in Attachment 1. The funding used for this Agreement is the balance of

\$371,898 that remained unused under the revenue sharing agreement with the County, which has terminated. Staff recommends entering into a new agreement with Abode for this additional funding, rather than simply amending Abode's current contract to augment the funding level, in order to simplify tracking of certain HOME grant-related fiscal details for HUD reporting purposes. Abode was initially selected by the County through a competitive procurement process to administer various County TBRA programs as well as the City's TBRA program, through the revenue sharing agreement. Abode has been capably implementing the program for the City for several years, including the current fiscal year, and staff is unaware of any other agencies interested in or qualified to implement TBRA programs in this area. It would be impractical to have two agencies implementing the City's program at the same time therefore staff has not sought proposals from other agencies to implement the TBRA program at this time.

The term of the proposed Agreement runs from March 1, 2016 through June 30, 2017, and may be extended by mutual agreement if needed to fully expend the funds (within the expenditure deadlines set by HUD).

Staff estimates the funding provided under the Agreement will be sufficient to provide rental assistance to approximately 12 new households for up to two years each. The number of households assisted may be slightly higher or lower than this estimate, depending on the amount of monthly rental assistance each household requires, which can vary from client to client. This estimate will be in addition to the number of clients assisted through the current contract with Abode.

Although the County will no longer be administering the City's TBRA program, City staff continues to coordinate with the County staff on regional strategies for housing and homelessness programs, in order to identify areas for potential future partnerships and/or regional programs.

FISCAL IMPACT

The recommended action will not impact the General Fund. Funding for the Agreement comes from the HOME Fund (Fund 71) and was approved by Council as part of the FY 2014-15 Projects Budget and FY 2014-15 HUD Action Plan. The recommended action will ensure that the HOME funds are expended in a timely manner.

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 Agreement with Abode Services, in substantially the same form as Attachment 1 to the report, to provide funding for the Sunnyvale TBRA Program in an amount not to exceed \$371,898, and authorize the City Manager to execute the Agreement.

This Agreement provides up to \$371,898 in HOME funds for Abode to assist additional clients through the TBRA program through the end of next fiscal year. Approval of this Agreement will allow the available HOME funds to be expended in a timely manner.

Prepared by: Katrina L. Ardina, Housing Programs Analyst
Reviewed by: Suzanne Isé, Housing Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Walter Rossmann, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Agreement with Abode Services

Federal Awarding Agency: HUD
Pass-Through Entity: City of Sunnyvale
Federal Award Amount: \$371,898

Federal Award Date: 07/01/14
FAIN: M-14-MC-060222
R&D Award: N/A

Federal Sub-Award ID: 1516-828750
Duns #: 012042880
CFDA# 14.239 (HOME)

AGREEMENT

THIS AGREEMENT, dated this first day of March, 2016, is by and between the CITY OF SUNNYVALE, a municipal corporation (hereinafter CITY), and ABODE SERVICES, (hereinafter SUB-RECIPIENT).

WITNESSETH

WHEREAS, CITY hereby commits a grant of HOME funds to SUB-RECIPIENT in the amount of **Three Hundred Seventy-one Thousand, Eight Hundred and Ninety-Eight Dollars (\$371,898)** for the purpose of providing a **Tenant-Based Rental Assistance (TBRA) Program** to very low-income Sunnyvale residents currently experiencing, or at imminent risk of, homelessness (hereinafter PROGRAM), in order to help such residents obtain and maintain decent and safe rental housing. SUB-RECIPIENT operates within Santa Clara County from facilities located at 481 Valley Way, Milpitas, CA 95035;

WHEREAS, on July 22, 2014, the CITY and County of Santa Clara (COUNTY) entered into a Revenue Agreement pursuant to which the CITY committed \$576,492 in federal HOME Program funds for fiscal years FY 2014-15 and 2015-16 to the COUNTY for implementation of a Tenant-Based Rental Assistance (TBRA) Program for Sunnyvale clients through a sub-contract with SUB-RECIPIENT and in compliance with HOME Program regulations; and

WHEREAS, as of August 1, 2015, CITY, COUNTY, and SUB-RECIPIENT mutually agreed that it would be more administratively efficient for all parties for the CITY to terminate the Revenue Agreement and contract directly with SUB-RECIPIENT to implement the PROGRAM going forward, using the balance of the HOME funds made available through the Revenue Agreement; and

WHEREAS, upon its termination, the Revenue Agreement had a balance of \$371,898 in HOME funds available for expenditure on the PROGRAM, which balance is hereby committed to SUB-RECIPIENT for implementation of the PROGRAM pursuant to this Agreement.

NOW, THEREFORE, CITY and SUB-RECIPIENT agree to comply with the requirements set forth in the following documents, which are attached hereto and incorporated by these references herein:

- (1) Scope of Services and Standards - Exhibit "A"
- (2) Budget and Method of Payment; Reporting - Exhibit "B"
- (3) Standard Provisions - Exhibit "C"

- (4) HOME Requirements - Exhibit "D"
- (5) Certification of Drug-Free Workplace – Exhibit “E”
- (6) Sunnyvale TBRA Program Guidelines – Exhibit “F”

I. PROGRAM COORDINATION

- A. City Housing Officer, or her/his designee, shall be the PROGRAM MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to by CITY shall be performed under the overall direction of the PROGRAM MANAGER.
- B. SUB-RECIPIENT shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. Should circumstances or conditions subsequent to the execution of this agreement require a substitute PROGRAM DIRECTOR, SUB-RECIPIENT shall notify CITY immediately of such occurrence. PROGRAM DIRECTOR and SUB-RECIPIENT staff will fully cooperate with PROGRAM MANAGER relating to the PROGRAM areas of concern, and the impact of PROGRAM on residents of CITY.
- C. All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following address:

CITY: Suzanne Isé, Housing Officer
P. O. Box 3707
Sunnyvale, CA 94088-3707
(408) 730-7250

SUB-RECIPIENT: Lynn Morison, Director of Housing Programs
Abode Services
40849 Fremont Blvd
Fremont, CA 94538
(510) 657-7409

The term of this Agreement shall be from March 1, 2016 through June 30, 2017. For purposes of identification, this Agreement shall be numbered 1516-828750. The term may be extended or amended upon mutual written agreement by the parties if necessary to fully expend the HOME funds in a timely manner. The City Manager and/or his/her désignée are authorized to approve amendment, extension, or termination of this agreement on behalf of CITY as may be needed to ensure satisfactory implementation of the Program and timely expenditure of the HOME funds.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this agreement in duplicate.

APPROVED AS TO FORM: ("CITY")

City Attorney

BY: _____
Deanna J. Santana, City Manager

ATTEST: ("SUB-RECIPIENT")

City Clerk

BY: _____
Louis Chicoine, Executive Director

SCOPE OF SERVICES AND STANDARDS

I. SCOPE OF SERVICES

- A. SUB-RECIPIENT shall use HOME funds to provide tenant-based rental assistance to assist very low-income households currently experiencing or at imminent risk of homelessness and determined eligible pursuant to the PROGRAM Guidelines. HOME funds shall be payable only to third-party landlords on behalf of PROGRAM beneficiaries.
- B. SUB-RECIPIENT shall administer PROGRAM on behalf of City, in accordance with the provisions contained in the HOME Program regulations (24 CFR Part 92), this Agreement, the City's TBRA Program Guidelines, and the attached Scope of Work.

II. PROGRAM OBJECTIVES AND PERFORMANCE INDICATORS

- A. Provide monthly tenant based rental assistance to very low-income Sunnyvale households for a period of up to two years per client household. The HOME funds allocated through this Agreement are estimated to be adequate to assist approximately 12 households for a term of two years each, depending on prevailing rents, applicable HUD rent limits, and average tenant share of rent. SUB-RECIPIENT may assist additional Program clients through other funding agreements between CITY and SUB-RECIPIENT. Such other clients shall be in addition to, and not included in the goals provided below.
- B. Provide security deposit assistance as needed to very low-income Sunnyvale households upon lease-up of a rental unit using TBRA funds.

Performance Indicators	Goal
Number of housing units leased with TBRA assistance each month, on average, throughout term of Agreement	12
Number of new households served during term of Agreement	12

III. DOCUMENTATION OF PERFORMANCE STANDARDS

SUB-RECIPIENT will maintain documentation of performance indicators on file for inspection by PROGRAM MANAGER, with an audit trail from source documents to worksheets to reports.

IV. OTHER SERVICES AND REQUIREMENTS

The TBRA Program Guidelines, developed by CITY in accordance with federal HOME program statutes and regulations, are attached as Exhibit "F" and incorporated by reference. SUB-RECIPIENT shall use the HOME funds in accordance with these Program Guidelines. In the event of any uncertainty of the meaning of the guidelines as applied to a certain case or situation, SUB-RECIPIENT shall contact CITY PROGRAM MANAGER for clarification as needed.

V. POLICIES AND OPERATING PRINCIPLES

SUB-RECIPIENT shall be guided by the policies and operating principles set forth in the CITY's TBRA Program Guidelines; 2015-16 HUD Action Plan, and 2015-20 Consolidated Plan; and HUD regulations, statutes and memoranda applicable to HOME-funded TBRA Programs.



SCOPE OF WORK FOR ABODE SERVICES

City of Sunnyvale Tenant Based Rental Assistance Program

Services to be Provided

Abode Services will provide an array of housing services to ensure that individuals and families identified through City of Sunnyvale, and other partner agencies access the Sunnyvale Tenant Based Rental Assistance (TBRA) program. This includes, but is not limited to maintaining program waiting list, brokering relationships, administering subsidy payments, and entering in to rental subsidy agreements with landlords. Abode Services will provide the following services:

1. Referral and Applications

Abode Services will accept application packets from the City of Sunnyvale and partnering agencies for individuals and families that are literally homeless or at imminent risk of homelessness, participating in Sunnyvale-based case management services, with household incomes less than 50% AMI, who reside or work in Sunnyvale, or resided in Sunnyvale prior to becoming homeless or at imminent risk of homelessness.

2. Eligibility Assessment and Determination:

Abode Services will assess and verify that the household meets the eligibility criteria of Sunnyvale TBRA program. No household will receive rental assistance unless it has been determined that they meet all of the conditions. Once eligibility is determined, tenants will be selected for rental assistance in the order of priority set forth by the City of Sunnyvale. Once the maximum number of certificates has been issued, Abode Services will maintain a waiting list of applicants by priority.

3. Applicant Briefing and Eligibility Certificate:

Abode Services will brief the applicant on the rules and regulations of the Sunnyvale TBRA program and issue a "Proof of Eligibility" certificate to the applicant. If the applicant does not find housing within 60 days of issuance of certificate, Abode Service can approve one, 60-day extension of the certificate. Abode Services will issue a termination of certificate when time limits have been exceeded and housing has not been secured.

4. Housing Inspections Rent Reasonableness and TBRA contract:

Abode Services will conduct Uniform Physical Condition Standards (UPCS) for all units before initial move-in and annually. Any housing units built prior to 1978 considered for rental to a household that includes any children under the age of six will also be visually inspected by a certified inspector of lead paint hazards.

Abode Services will ensure verification that the lease and rental amounts comply with HOME regulations and restrictions and meet “rent reasonableness” standards. Abode Services will coordinate with the tenant, case manager and landlord through the lease-up process. Abode Services will enter into a TBRA contract with the landlord once all program requirements have been met.

5. Authorization, Tracking and Disbursement of Financial Assistance:

Abode Services will be responsible for authorizing rental assistance for eligible households and issuing payment to landlords including security deposits as needed. No assistance will be provided to any program participant for more than 24 months total.

Abode Services will re-certify income at least once every 12 months for all program participants. A supervisor will be required to review participant eligibility, recertification of income, approve all financial assistance payment using HOME funds, and authorize payment.

Process for Termination of Housing Assistance: Abode Services may terminate assistance to a program participant who violates program requirements, and may also resume assistance to a participant whose assistance was previously terminated. In terminating assistance to a program participant, Abode Services will utilize a formal appeal process that recognizes the rights of individuals receiving assistance to due process of law.

6. Data Collection in HMIS and participation in Outcome Evaluation

As part of this contract Abode Services will enter information about client households and the funded services that they receive into the county-wide homeless management information system (HMIS) for those participants enrolled in the Sunnyvale TBRA program.

7. Oversight and Reporting

Abode Services has a structured housing department with housing specialists and housing program managers that provide an existing wealth of experience and housing inventory. Abode’s Program Manager will be responsible for the overall direction of Sunnyvale TBRA. This work will include housing/services integration; staff trainings in housing/case management services, tracking compliance, data collection and reporting; supervision of housing specialists; providing connections to landlords; technical assistance to City and/or

participating agencies; and reporting outcome measures.

The fiscal integrity of the program will be overseen by the Director of Housing Programs, the Associate Director, and the Chief Financial Officer. Financial management is overseen by the Administration Committee of the Board of Directors on a monthly basis. It should be noted that Abode Services has received a 4-star rating from Charity Navigator for the tenth year in a row, and we are now one of the top ranked human service agencies for cost effectiveness in California.

8. Population to be Served:

Individuals and families that are referred for rental assistance by case managers from the partner agencies must be: literally homeless or at imminent risk of homelessness, residents of Sunnyvale, employed or employable or can otherwise become financially self-sufficient within 2 years and have an annual income at or below the "Very Low Income" limits at the time of application.

The total number of households able to be served will depend on the number and length of subsidies provided. It is anticipated that up to 25 families will be provided assistance through this program.

9. Outcome Measures and Reporting

Abode Services will track and report on outcome measurements to be defined by the City of Sunnyvale. These outcome measurements will include universal elements, which will be tracked throughout programs across the county and will include HUD required reporting information and local outcome tracking measures. Case managers will enter client level data into the Countywide HMIS system on an ongoing basis for all clients served under the TBRA. The HMIS system will be modified to specifically collect data relevant to the TBRA program. Data requirements and outcome measurements are under development and may be modified during the course of the program.

EXHIBIT "B"

BUDGET AND METHOD OF PAYMENT; REPORTING**I. BUDGET**

Source	Amount	Allowable Uses
HOME Funds	\$371,898	Security deposits and rent payments for TBRA clients

The HOME funds may be used only for rental and/or security deposit payments for approved TBRA recipients.

II. METHOD OF PAYMENTRent Expenses (HOME)

SUB-RECIPIENT shall be reimbursed for actual rent assistance payments and/or security deposits paid each month pursuant to valid TBRA leases in effect during any portion of the month, not to exceed Three Hundred Seventy-One Thousand Eight-Hundred Ninety-Eight Dollars (\$371,898) during the Agreement term, including the Advance.

Invoices shall be provided to CITY on a monthly basis for services provided during the month just ended, with monthly performance reports in a form provided by CITY, and shall be paid by CITY within 30 days.

A. Invoices shall include:

- 1) A statement of all payments made with HOME funds during the month, with the following details: payee name, amount, TBRA recipient ID (any unique identifier used by SUB-RECIPIENT to identify recipient), date, unit address and payment type (rent or security deposit); and copies of all checks or electronic payments made during the payment period; and

B. "Payment Period" is the *month* for which a payment is made.**III. REPORTING**

SUB-RECIPIENT agrees to provide written reports to the CITY which describe PROGRAM performance and expenses incurred within fifteen (15) days of the end of each month. All reporting forms will be provided by the CITY. Reports shall be provided concurrently with monthly invoices, and no later than the 15th of each month during the Agreement term. Such reports must include the following information:

A. Complete monthly invoice as described above.**B. A list of the new TBRA clients leased up during the payment period (client ID**

number, household size, unit size, and address of unit leased).

- C. Identification of performance indicators which are not being achieved, with a written explanation of why performance is below plan, and timetable for corrective action. If implementation of corrective action requires a substantial change in contract requirements, a modification must be requested.
- D. Identify any operational difficulties which may affect the present or future performance of the contract.
- E. HUD demographic data describing the TBRA households served by the SUB-RECIPIENT by income group (Very Low or Extremely Low), age group (i.e. senior or adult), female head of household, other special needs status (i.e., homeless, disabled, etc.) and race/ethnic data.
- F. Tenant History Reports shall be provided at least quarterly, including: any changes in participant income, due dates for Uniform Physical Condition Standards (UPCS) inspections, and tenant income re-certification/rent share re-calculation. Reports shall include name, address, contact information, move-in/move-out dates, security deposits, income changes, tenant's portion of rent, date of last certification, cumulative rental assistance provided and any pending activities or lease-ups, if known.
- G. Monthly IDIS reports in a form provided by the CITY.

EXHIBIT "C"**STANDARD PROVISIONS****I. OBLIGATIONS OF SUB-RECIPIENT**

SUB-RECIPIENT shall be responsible for the following:

A. Organization

1. Upon request of CITY, provide CITY with
 - a) Articles of Incorporation or other organizational documents under the laws of the State of California or under the laws of the state of incorporation if the organization is incorporated.
 - b) A copy of its current bylaws.
 - c) Documentation of nonprofit status under Section 501(c)(3) of the Internal Revenue Code, if applicable.
 - d) Names and addresses of current Board of Directors.
 - e) An updated copy of organization's personnel policies.
2. Report any changes in the Corporation's Articles of Incorporation, bylaws, or tax exempt status promptly to the City's PROGRAM MANAGER.
3. Permit no member of its Board of Directors to become a paid employee or paid agent of SUB-RECIPIENT, or to receive any funds under this agreement, or to have any financial interest in this agreement.
4. Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters, and maintain a written record of all meetings open to the public.

B. Program Operations

SUB-RECIPIENT shall:

1. Include acknowledgment of CITY funding and support on all appropriate publicity and publications, using words to the effect that "services are funded in whole or in part by City of Sunnyvale."
2. Fully cooperate and communicate with the PROGRAM MANAGER relating to the PROGRAM areas of concern and the impact of PROGRAM on residents of CITY.

C. Fiscal Responsibilities of SUB-RECIPIENT

SUB-RECIPIENT shall:

1. Appoint and submit the name of a fiscal agent who shall be responsible for the financial and accounting activities of the SUB-RECIPIENT, including the receipt and disbursement of program funds.

2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting (GAAP) for program funds. Such system of accounts shall be subject to review and approval by CITY for compliance with the applicable requirements for the administration of funds referenced in this Agreement and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards governed by 2 CFR part 200.
 3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
 4. Submit for approval by CITY any lease agreement either contemplated or in effect relating to performance of the project funded under this agreement.
- E. Records, Reports, and Audits of SUB-RECIPIENT
1. Preservation of Records: SUB-RECIPIENT shall preserve and make available its records pertaining to the operation of this agreement
 - a) until expiration of three years from the date of final payment pursuant to this agreement, and
 - b) for such longer period, if any, as is required by applicable law, or,
 - c) if this agreement is completely or partially terminated, records shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 2. Examination of Records, Facilities: At any time during normal business hours, and as often as may be reasonably necessary, SUB-RECIPIENT agrees that CITY, or its duly authorized representatives, and authorized HUD representatives, shall have access to and the right to examine its plants, offices, worksites and facilities used in performance of this agreement and its records with respect to all matters covered by this agreement, excepting those falling within the attorney-client privilege. SUB-RECIPIENT also agrees that the CITY or its duly authorized representatives, and authorized HUD representatives, have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data pertaining to this agreement.
 3. Audits:
 - a) Independent Audits. SUB-RECIPIENT shall have an audit program, consisting of performance of an independent fiscal audit covering each two year period at least every two years, in conformance with generally accepted standard accounting principles. Such audits must identify the funds received and disbursed relating to this agreement. The costs for

such audits shall be at SUB-RECIPIENT's expense, unless otherwise provided for in this agreement. Copies of the completed audits must be provided to the CITY's PROGRAM MANAGER.

- b) City Audits. The CITY may perform an independent audit. Such audit may cover programmatic as well as fiscal matters. SUB-RECIPIENT will be notified in advance that an audit will be conducted. SUB-RECIPIENT will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the CITY.
- c) Disallowed Costs. SUB-RECIPIENT shall be liable for repayment of disallowed costs. Disallowed costs may be identified through audits, monitoring or other sources. SUB-RECIPIENT shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. The CITY's PROGRAM MANAGER shall make the determination of disallowed costs.

F. Worker's Compensation and Insurances

1. Worker's Compensation: SUB-RECIPIENT shall comply with the Labor Code of the State of California, 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.
2. Insurance: SUB-RECIPIENT, at its sole cost and expense, shall obtain and maintain in full force and effect, throughout the entire term of this agreement, insurance coverage insuring not only SUB-RECIPIENT and its SUBSUB-RECIPIENTS, if any, but also, with the exception of worker's compensation and employer's liability insurance, CITY, its officers, agents, and employees, and each of them. CITY, its officers, agents and employees, and each of them, shall be named additional insureds on any such policy. The policy amounts shall be as follows:

- _____ Not less than \$500,000.00 for death or injury to any person
- _____ Not less than \$500,000.00 for loss of or damage to property
- _____ Not less than \$500,000.00 for each occurrence
- _____ Not less than \$500,000.00 combined single limit for death or injury to persons, or loss of or damage to property.

Said insurance shall include not less than \$500,000 coverage for each occurrence of legal malpractice.

Certificates of such insurance shall be filed with CITY concurrently with the execution of this agreement, or, with the approval of CITY's PROGRAM MANAGER, within ten (10) days thereafter. Said certificates shall be subject to the approval of CITY's PROGRAM MANAGER, shall name the CITY as

an "Additional Insured", and shall contain an endorsement stating that said insurance is primary coverage and will not be cancelled or altered by the insurer except after filing with CITY's PROGRAM MANAGER not less than thirty (30) days' written notice of such cancellation or alteration. Current certifications of such insurance shall be kept on file at all times during the term of this agreement with the City.

3. Surety Bond/Insurance: Employee Dishonesty: Prior to any CITY disbursement of funds to SUB-RECIPIENT for any purpose other than for premiums for surety bonds or insurance policies required herein, SUB-RECIPIENT's fiscal officer shall provide CITY satisfactory proof that all persons handling, on behalf of SUB-RECIPIENT, funds received from CITY for disbursement under this Agreement are covered by a surety bond or insurance policy issued by a qualified insurer or surety company authorized to do business in California, not less than the amount appropriated by CITY to SUB-RECIPIENT under this agreement to assure that SUB-RECIPIENT uses the funds disbursed to it by CITY for the required purposes. Such bond or insurance policy shall assure reimbursement to SUB-RECIPIENT for financial losses attributable to the dishonesty of any person handling such funds on behalf of SUB-RECIPIENT. If such policy or bond is cancelled or reduced for any reason, SUB-RECIPIENT shall immediately notify CITY. If such cancellation or reduction shall have occurred, CITY shall not make any further disbursements to SUB-RECIPIENT until CITY receives satisfactory proof that the coverage initially approved by CITY has been reinstated.

G. Assignability and Independent SUB-RECIPIENT Requirements

1. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written CITY approval.
2. No SUBSUB-RECIPIENT of SUB-RECIPIENT will be recognized by CITY as such; rather, all SUBSUB-RECIPIENTS shall be deemed to be employees of SUB-RECIPIENT and SUB-RECIPIENT agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

H. Purchasing

1. Title to Personal Property: Title to any personal property acquired for use in the performance of the services and work specified in this agreement shall be as follows:
 - a) Personal property donated shall become the property of that entity specified by the donor; if not specified, the same shall become the property of CITY except for property and equipment described in subparagraph (b) hereof.
 - b) Personal property and equipment permanently affixed to buildings owned by SUB-RECIPIENT shall become property of SUB-RECIPIENT.

2. Non-Expendable Property: Purchase of non-expendable property by SUB-RECIPIENT with funds provided by CITY, with a purchase price in excess of \$100.00, must be approved in writing by CITY. CITY shall retain title to non-expendable property with a unit cost of \$100.00 or more. CITY, at its option, may revert title to SUB-RECIPIENT.
3. Purchase of Real Property: None of the funds provided under this agreement shall be used for the purchase of real property, or for the purchase of an option on the purchase of real property.
4. Competitive Bidding: SUB-RECIPIENT shall use competitive bidding procedures in conformance with any applicable local, state, or federal laws.

I. Nondiscrimination

SUB-RECIPIENT shall not discriminate in employment under the PROGRAM, deny any person the benefits of the PROGRAM, exclude any person from participating in the PROGRAM or subject any person to discrimination under any part of the PROGRAM, on the basis of race, color, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, age of a person forty (40) years of age or older, or any other basis as to which discrimination is prohibited by state or federal law. SUB-RECIPIENT certifies that it is aware of the requirements of the Americans with Disabilities Act and does not discriminate in the provision of its services on the basis of disability.

J. Surveys

SUB-RECIPIENT will submit forms acceptable to CITY, and either independently or at CITY's request, to clients served through the course of this agreement. These forms are expressly for the purpose of obtaining client satisfaction information which may at any time be used as part of the CITY's monitoring program.

II. OBLIGATIONS OF CITY

- A. CITY staff shall provide assistance to SUB-RECIPIENT in explaining CITY imposed procedural or substantive contract requirements and Program Guidelines. In addition, CITY shall serve as liaison between SUB-RECIPIENT and interested citizens and groups, including CITY's Housing and Human Services Commission.

B. *Monitoring and Evaluation*

Evaluation of the PROGRAM performance shall be the responsibility of CITY, through its PROGRAM MANAGER. SUB-RECIPIENT shall furnish all data, statements, records, information and reports necessary to monitor, review and evaluate the performance of the PROGRAM and its components. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by CITY. HUD representatives may

also monitor SUB-RECIPIENT for compliance with applicable HOME program regulations and related federal requirements.

C. *Payment of Invoices*

Upon submittal of invoices by SUB-RECIPIENT, CITY agrees to provide payment to the SUB-RECIPIENT, within 30 days of submittal of invoice, subject to the conditions of other provisions in this agreement. SUB-RECIPIENT shall submit invoices on forms provided by CITY.

III. DISCLOSURE OF CONFIDENTIAL INFORMATION

Confidential information pertaining to or acquired from an individual by SUB-RECIPIENT while performing under this Agreement shall not be disclosed without the permission of that individual unless compelled by order or subpoena of a court or tribunal of competent jurisdiction. Nothing herein shall prevent SUB-RECIPIENT or CITY from using confidential information to perform statistical analyses or other evaluations related to the performance of this Agreement, provided the identity of the individual who is the subject of the information is not disclosed.

SUB-RECIPIENT shall, upon initial client application review, obtain permission of all clients served by Program to share relevant client information with authorized City and/or HUD representatives as appropriate for Program monitoring and/or Program implementation purposes. Such information may include data related to client eligibility, such as household composition, income, housing status, employment status, disability, and any other information necessary to determine client eligibility, share of rent payment, any special housing needs, and information regarding client's compliance with Program Guidelines and lease terms for duration of Program participation.

IV. HOLD HARMLESS

SUB-RECIPIENT shall defend, indemnify, and save CITY, its officers, employees and elected officials, boards and commissions, harmless with respect to any damages arising from:

- A. Any noncompliance by SUB-RECIPIENT or PROGRAM with such laws, ordinances, codes, regulations and decrees;
- B. Any torts committed by SUB-RECIPIENT, its agents, employees or officials, in performing any of the work or providing any of the services embraced by this agreement;
- C. All suits, actions, claims, causes of action, costs, demands, judgments, and liens arising out of SUB-RECIPIENT's performance under this agreement, including SUB-RECIPIENT's failure to comply with or carry out any of the provisions of this agreement.

V. PROGRAM NON-COMPLIANCE

Upon receipt of evidence of a failure by SUB-RECIPIENT to comply with any provision of this agreement, including all EXHIBITS, the CITY shall have the right to require corrective action to enforce compliance with such provisions. CITY shall have the right to require the presence of any SUB-RECIPIENT's officers at any hearing or meeting called for the purpose of considering corrective action within five (5) days of issuing such notice.

In the event of contract non-compliance, the CITY shall forward SUB-RECIPIENT a set of recommended specific actions to correct unsatisfactory program performance and a reasonable timetable for implementing the recommendations. Following implementation of corrective actions, SUB-RECIPIENT shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that corrective actions have been taken.

In the event SUB-RECIPIENT does not implement satisfactory corrective actions in accordance with the corrective action timetable, CITY may immediately suspend payments hereunder and/or provide notice of intent to terminate this agreement.

VI. TERMINATION

- A. CITY or SUB-RECIPIENT may suspend or terminate this agreement for any reason by giving thirty (30) days written notice to the other party. Upon the expiration of such notice period, performance of the services hereunder will be immediately discontinued, and such termination will take effect, if notice thereof is not earlier rescinded in writing by the terminating party.
- B. Upon suspension or termination of this agreement by CITY, CITY shall be under no obligation to pay SUB-RECIPIENT except for services previously performed for which payment had not previously been made.
- C. Upon suspension or termination, SUB-RECIPIENT shall
 - 1. Be paid for all services actually rendered to CITY to the date of such suspension or termination; provided, however, if this agreement is suspended or terminated for fault of SUB-RECIPIENT, CITY shall be obligated to compensate SUB-RECIPIENT only for that portion of SUB-RECIPIENT's services which are determined by CITY to be of benefit to CITY.
 - 2. Turn over to CITY promptly any and all copies of studies, reports and other data, whether or not completed, prepared by SUB-RECIPIENT or its SUBSUB-RECIPIENTS, if any, in connection with this agreement. Such materials shall become property of CITY. SUB-RECIPIENT, however, shall not be liable for CITY's use of incomplete materials nor for CITY's use of complete documents if used for other than the services contemplated by this agreement.
- D. Unless sooner terminated by the parties, or by CITY pursuant to paragraph VI.A. of this Exhibit "C", this agreement shall terminate upon completion of the

PROGRAM and final payment by CITY to SUB-RECIPIENT.

VII. TERMS AND AMENDMENTS

If either party shall desire any amendment to this agreement, it may submit a written request for such amendment to the other party. No amendment to this agreement shall be effective except upon the mutual written consent of the parties.

VIII. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

IX. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by CITY or any acceptance of payment by SUB-RECIPIENT hereunder constitute or be construed as a waiver by CITY or SUB-RECIPIENT of any breach of covenants or conditions of this agreement or any default which may then exist on the part of CITY or SUB-RECIPIENT, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY or SUB-RECIPIENT with respect to such breach or default.

X. INTEGRATED DOCUMENT

This agreement embodies the agreement between CITY and SUB-RECIPIENT and its terms and conditions. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms contained in the documents comprising this agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

XI. AGREEMENT BINDING

The terms, covenants, and conditions of this agreement shall apply to, and bind, the heirs, successors, executors, administrators, assigns and SUBSUB-RECIPIENTS to both parties.

XII. GENERAL ASSURANCES

The SUB-RECIPIENT hereby assures and certifies compliance with the regulations, policies, guidelines, and requirements referenced in its application with the CITY, as they relate to the application, acceptance, and use of CITY funds for this program. Also, the SUB-RECIPIENT assures and certifies to the CITY that:

1. It possesses legal authority to apply for the funding which CITY has appropriated in connection with this agreement; that a resolution, motion or similar action has

- been duly adopted or passed as an official act of the SUB-RECIPIENT's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUB-RECIPIENT to act in connection with that application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
 3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of the grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other activities.

EXHIBIT 'D'**HOME REQUIREMENTS****I. ASSURANCES**

SUB-RECIPIENT shall become familiar and comply with and cause its employees and subrecipients, if any, to comply with all of the following applicable federal, state, and local laws, ordinances, codes, and regulations. Failure of SUB-RECIPIENT to understand law as described herein shall in no way relieve SUB-RECIPIENT of its responsibility to adhere to same. SUB-RECIPIENT assures and certifies to the CITY that:

- A. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Act for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.
- B. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- C. It will give the sponsoring agency (or the Comptroller General), through any authorized representatives, the access to and the right to examine all records, books, papers and documents related to the grant.
- D. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- E. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that facility to be used in the project is under consideration for listing by the EPA.
- F. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development (HUD) as an area having special flood Hazards.
- G. It will assist the grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11592, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469c-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for

- inclusion in the National Register of Historic Places that are subject to adverse effect (see 46 CFR Part 800.8) by any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
- H. It will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, in the provision of training, employment, and business opportunities.
 - I. It will comply with provisions of Executive Order 11246, as amended, on equal employment opportunities and affirmative action relative to employees and applicants and non-exempt contracts and subcontracts.
 - J. It will comply with 24 CFR Part 35 of the HUD regulations prohibiting the use of lead-based paint in the construction or rehabilitation of residential structures.
 - K. It will comply with the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act.
 - L. It will comply with the Davis-Bacon Federal Labor Standards provision with respect to all construction contracts in excess of \$2,000.
 - M. It will comply with the non-discrimination requirements under Title VI of the Civil Rights Act of 1964 with respect to sale, lease or other transfer of land acquired, cleared, or improved with grant assistance.
 - N. It will comply with 24 CFR Part 85 of the HUD regulations known as the Common Rule.
 - O. It will comply with "Close-Out" requirements. The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, and determining the custodianship of records.
 - P. Upon expiration of the Agreement, it will transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
 - Q. It will comply with the Uniform Physical Condition Standards (UPCS) for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at §92.251.
 - R. It will comply with the CITY's Affirmative Marketing procedures pursuant to the 2013 HOME Final Rule for HOME-funded TBRA.
 - T. It will comply with 24 CFR 92.209(c)(2)(iii), which states that participation in self-

sufficiency programs can be a required condition for selection to receive TBRA. Failure to continue participation in the program cannot be grounds for terminating assistance but may be grounds for not renewing the assistance.

II. REQUIREMENTS

- A. SUB-RECIPIENT shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards governed by 2 CFR Part 200.
- B. SUB-RECIPIENT shall comply with all applicable requirements of a sub-recipient under 24 CFR Part 92 as follows:

Sections	92.504	Agreements with subrecipients
	92.503	Program Income

- C. SUB-RECIPIENT shall comply with the requirements of the HOME Final Rule, 24 CFR Part 92.

EXHIBIT "E"**CERTIFICATION**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the contractor certifies that:

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The SUB-RECIPIENT's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Signature/Authorized Official

Date

Title



City of Sunnyvale

Agenda Item

16-0306

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Third Amendment to Outside Counsel Agreement with Rankin Stock Heaberlin for Litigation Services
(Continued from March 15, 2016)

REPORT IN BRIEF

Approval is requested for a Third Amendment to the Outside Counsel Agreement with the law firm of Rankin Stock Heaberlin for legal services and representation of the City in the matter of *Gorla v. City of Sunnyvale*, Case No. 114CV262389, currently pending in the Santa Clara County Superior Court. This Third Amendment is needed to cover the costs associated with proceeding to trial on this case, which are estimated to be between \$75,000 to \$100,000.

BACKGROUND

David J. Stock, a partner in the law firm Rankin Stock Heaberlin in San Jose, is a trial lawyer specializing in construction law, civil litigation, business law, personal injury, estate litigation, insurance coverage and defense, mediation, and arbitration. Mr. Stock and his firm were retained by the City Attorney under Section 908 of the City Charter to represent the City and provide legal services, consultation and advice concerning the above referenced case in litigation. The Agreement was entered in March 2014, and the not to exceed amount has been increased twice to the current not to exceed amount of \$150,000. The term of the Agreement expires in December 2018.

DISCUSSION

The Rankin law firm has represented the City in many personal injury cases during the past years. This current case involves a wrongful death/dangerous condition lawsuit against the City. It is anticipated that the City may incur an additional \$75,000 to \$100,000 in legal fees for this case assuming it goes to trial without settling. Therefore, it is necessary to amend the Agreement to allow for an additional \$100,000 in potential legal expenses, for a new not-to-exceed amount of \$250,000.

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.

FISCAL IMPACT

Funds are available in the FY 2015/16 Liability and Property Insurance Fund for this Third Amendment.

PUBLIC CONTACT

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

outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's website.

RECOMMENDATION

Authorize the City Attorney to execute a Third Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Rankin Stock Heaberlin to increase the not-to-exceed amount by \$100,000, for a new not-to-exceed contract amount of \$250,000.

Prepared by: Nichole Anglin, Paralegal

Approved by: John A. Nagel, City Attorney

ATTACHMENT

1. Draft Third Amendment to Outside Counsel Agreement

**THIRD AMENDMENT TO
OUTSIDE COUNSEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
RANKIN STOCK HEABERLIN
(Gorla v. City of Sunnyvale)**

THIS THIRD AMENDMENT TO OUTSIDE COUNSEL AGREEMENT is entered into this _____ day of _____, 2016, by the CITY OF SUNNYVALE (“City”), a municipal corporation and RANKIN STOCK HEABERLIN, engaged in the practice of law in California (“Outside Counsel”).

RECITALS

WHEREAS, on March 19, 2014, City and Outside Counsel entered into an agreement entitled, “Outside Counsel Services Agreement between the City of Sunnyvale and Rankin Stock Heaberlin (Gorla v. City of Sunnyvale)” (“Agreement”); and

WHEREAS, the Agreement was amended on January 26, 2015 (“First Amendment”), and July 8, 2015 (“Second Amendment”), to increase the total compensation allowed to \$100,000, in the First Amendment, and to \$150,000 in the Second Amendment; and

WHEREAS, City and Outside Counsel desire to amend the amended Agreement to increase the compensation amount by \$100,000, for a total compensation amount not to exceed \$250,000;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 3.0 is hereby amended to read as follows:

3.0 COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENTS.

- 3.1 Compensation.** Fees for all legal services provided hereunder shall be charged in accordance with Exhibit “A” which is attached and incorporated by reference. Exhibit “A” may be amended, from time to time, to alter fees and charges applicable hereto provided that a letter agreement is duly signed and approved by the City Attorney. The total amount of fees and expenses shall not exceed \$250,000.00. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

2. All of the terms and conditions of the amended Agreement not specifically modified by this Third Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

CITY OF SUNNYVALE, a municipal
corporation

RANKIN STOCK HEABERLIN, a
professional corporation

By _____
JOHN A. NAGEL
City Attorney

By _____
DAVID J. STOCK
Partner

Dated: _____

Dated: _____

EXHIBIT A
FEE SCHEDULE

HOURLY RATES

Partners	\$175
Associates	\$160
Clerks, Paralegals	\$110



City of Sunnyvale

Agenda Item

16-0307

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Award of Contract for Americans with Disabilities Act (ADA) Access Evaluation and Transition Plan for City Facilities and Rights-of-way (F16-55) (Continued from March 15, 2016)

REPORT IN BRIEF

Approval is requested to award a contract to Sally Swanson Architects, Inc. of San Francisco in the amount not to exceed \$269,415 for consultant services to complete a comprehensive Americans with Disabilities Act (ADA) evaluation and updated transition plan for more than 50 City buildings, associated parking lots, and public rights-of-way (260 miles of streets, intersections, curb ramps, sidewalks, etc.) for the Department of Public Works, Traffic and Transportation Division. Approval is also requested for a 10% contract contingency in the amount of \$26,942.

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

BACKGROUND AND DISCUSSION

The development of an ADA Transition Plan is a requirement of the federal regulations to implement the Rehabilitation Act of 1973, which require that all jurisdictions receiving federal funds make their programs available without discrimination toward people with disabilities. The Act, which has become known as the "civil rights act" of persons with disabilities, states that:

No otherwise qualified handicapped individual in the United States shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Subsequent to the enactment of the Rehabilitation Act, Congress passed the Americans with Disabilities Act (ADA) on July 26, 1990. The City of Sunnyvale is obligated to observe all requirements of Title I in its employment practices; Title II in its policies, programs, and services; any parts of Titles IV and V that apply to the City and its programs, services, or facilities; and all the requirements specified in ADA Accessibility Guidelines (ADAAG) that apply to facilities and other physical holdings.

Title II has the broadest impact on the City. Included in Title II are administrative requirements for all government entities employing more than fifty people. These administrative requirements are:

- Completion of a self-evaluation;
- Development of an ADA complaint procedure;
- Designation of a person who is responsible for overseeing Title II compliance; and
- Development of a transition plan if the self-evaluation identifies any structural modifications necessary for compliance. The transition plan must be retained for three years.

The California Code of Regulation, Title 24, Part 2 mandates that all publicly funded buildings, structures, and related facilities shall be accessible to and usable by persons with disabilities. These regulations, which are often referred to as Title 24, pertain to the City of Sunnyvale's public buildings, parks, and rights-of-way facilities like sidewalks, curb ramps, and pedestrian traffic signals that were constructed using state, city, or municipal funds or that are owed, leased, rented, contracted, or sublet by the City.

In 1991 the City completed an ADA Transition Plan identifying physical barriers to accessing City programs, services, and activities related to the City's parks only. At that time, buildings and other right of way structures and facilities were not surveyed for the barriers' remediation. Given the time that has transpired since the development of the last plan, it is unclear why these facilities were not included. However, these facilities will be included in the development of the new plan.

An up-to-date ADA Transition Plan will be prepared as a part of this contract in fulfillment of the requirements set forth in Title II of the ADA. The development of the updated plan will include the following elements:

- ADA self-evaluation
- Review of City's ADA policies and practices
- Barrier assessment and remediation for public buildings, and right of way infrastructures and facilities

The City has separate capital projects for remodeling all park buildings and associated parking lots. Therefore, City parks will not be surveyed as part of this ADA Transition Plan. In addition, any other buildings that are part of the 20 year plan and include ADA improvements as part of the scope of work would not be evaluated.

In support of these efforts, a Request for Proposals (RFP) was issued by the City in November 2015. Seventeen firms requested the RFP documents. Five responsive proposals were received on December 11, 2015 by SZS Consulting Group, MIG, ADAAC, Sally Swanson Architects, Inc., and Lionakis, with pricing ranging from \$292,325 to \$950,881. Proposals were reviewed by an evaluation team consisting of staff from the Public Works Traffic and Transportation Division. The firms were evaluated based on their qualifications, experience, and programmatic approach for completing the project.

ADAAC, MIG, SZS Consulting Group, and Sally Swanson Architects, Inc. were invited to the panel interview based on the merits of their written proposals. ADAAC declined to participate in the

interview process. Following the interviews, Sally Swanson Architects, Inc. was unanimously selected as the highest ranked proposer due to their innovative and comprehensive project approach, and extensive experience in developing and delivering ADA Transition Plans. Sally Swanson also proposed a favorable time schedule to complete the work. Additionally, their team presented substantial expertise with and understanding of ADA compliance as it relates to the facilities that the City needs to assess. Their proposal was also the lowest priced. It should also be noted that staff was able to negotiate the overall cost of the proposal from \$292,325 to \$269,415 without a reduction in the level of effort required to complete the work.

FISCAL IMPACT

Budgeted funds are available in Capital Project 831650, ADA Transition Plan.

Funding Source

This project is funded by the City General Fund.

PUBLIC CONTACT

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

RECOMMENDATION

1) Award a contract, in substantially the same form as Attachment 1 of the report and in the amount not to exceed \$269,415 to Sally Swanson Architects, Inc. and 2) approve a 10% contract contingency in the amount of \$26,942.

Prepared by: Pete Gonda, Purchasing Officer

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

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Draft Consultant Services Agreement

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE
AND SALLY SWANSON ARCHITECTS, INC.
FOR ADA TRANSITION PLAN**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SALLY SWANSON ARCHITECTS, INC., a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services to conduct an ADA Self Evaluation, Barrier Assessment, and Public Outreach for the development of an ADA Transition Plan; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be for one year, beginning from the date of agreement execution, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT amount not-to-exceed Two Hundred Sixty Nine Thousand Four Hundred Fifteen and No/100 Dollars (\$269,415.00). Payments shall be made upon CITY's acceptance of completed tasks, and in further accordance with the payment provisions specified in this section and in Exhibit "B", Fee Schedule. CONSULTANT shall submit invoices no more frequently than monthly to CITY's Accounts Payable unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

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

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

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

12. CITY Representative

Shahid Abbas, Transportation and Traffic Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Sally Swanson, President, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

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

To CITY: Shahid Abbas, Transportation and Traffic Manager
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Sally Swanson, President
Sally Swanson Architects, Inc.
220 Sansome Street. Suite 1100
San Francisco, CA 94104

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

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

17. Entire Agreement; Amendment

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

18. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

SALLY SWANSON ARCHITECTS, INC.
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

Exhibit A

SCOPE OF SERVICES

I. GENERAL

Following is a proposed scope of services for the development of the City's ADA Self Evaluation and Transition Plan. Additional steps may be added as the Consultant determines appropriate based upon their experience.

1. ADA Self Evaluation

- a. The Consultant shall develop the procedure and forms needed to conduct a Self Evaluation.
- b. The Consultant shall compile the final Self Evaluation Report.

Deliverable(s):

- Self Evaluation Update recommendations including proposed procedures and forms
- Draft Self Evaluation Report
- Final Self Evaluation Report

2. City ADA Policy and Practices

The Consultant shall review and recommend any needed changes to the City's current ADA policies and practices and propose new/additional policies as needed.

3. Barrier Assessment

- a. Buildings
 - i. The Consultant shall determine which City buildings are subject to the requirements of the ADA.
 - ii. The Consultant shall compile plans (if available) for all City buildings and its associated parking lot requiring assessment. Please note that the City has capital projects to upgrade many existing buildings. Only those buildings, which are not part of the capital project, will need to be surveyed and included in this report. Please refer to Exhibit A which documents which buildings are included as part of the capital project and would not need to be surveyed.
 - iii. The Consultant shall conduct the necessary investigations of the areas of each City building and its associated parking lot open to public access.
 - iv. The Consultant shall originate Access Compliance Assessment Reports (ACAR) identifying each physical element within the public areas of City buildings and its associated parking lot that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities. Compliance shall be measured using the Federal ADA Accessibility Guidelines (ADAAG) and State Title 24 Building Code.

Each ACAR shall include, but is not limited to the following:

- Executive summary;
- As-built dimensions as it relates to ADA access;
- Barrier Severity Rating (relative level of impact to access);

- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier;
- Individual detailed cost estimate for each solution;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier.

Deliverable(s):

- Draft ADA Compliance Assessment Reports for City buildings
- Final ADA Compliance Assessment Reports for City buildings

b. Public Rights-of-Way

- i. The Consultant shall conduct field investigations of all City of Sunnyvale streets (approximately 260 miles), off-street trails, and parking lots.

The City has capital projects for remodeling and upgrading all park buildings and associated parking lots. At that time all the park facilities will be upgraded to meet ADA standards.

- ii. The Consultant shall originate ACAR's identifying each physical element within the public rights-of-way that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities, including non-compliance of traffic control elements. Compliance shall be measured using the ADAAG (ADA Accessibility Guidelines for Buildings and Facilities), the Public Rights of Way Guidelines (PROWAG) from the Federal Access Board, the Federal Highway Administration's California Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and California Code of Regulations/Title 24. Each ACAR shall include the following items:

Each ACAR shall include, but is not limited to the following:

- Executive summary;
- As-built dimensions as it relates to ADA access;
- Barrier Severity Rating (relative level of impact to access);
- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier;
- Individual detailed cost estimate for each solution;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier.

Deliverable(s):

- Draft ADA Compliance Assessment Reports for City rights-of-way (including off-street trails)
- Final ADA Compliance Assessment Reports for City rights-of-way (including off-street trails)

4. Comprehensive ADA Self Evaluation and Transition Plan

The Consultant shall develop the comprehensive ADA Self Assessment and Transition Plan for Buildings and Public Rights-of-Way. The same level of detail presented in the

ACAR shall be provided in the ADA Transition Plan reports, as a minimum requirement. **The plan shall include prioritization of barrier removals and cost estimates for those removals.**

The ADA Transition Plan shall include, but is not limited to, the following components:

- Methodology for evaluation of barriers,
- Methodology for prioritization of barrier remediation,
- Estimated costs for barrier remediation,
- Implementation phasing schedule,
- Procedures and forms for monitoring implementation,
- Procedures and forms for performing evaluations of additional barriers,
- Procedures and forms for filing Requests for Accommodation,
- Standard drawings for remediation methods, and
- A section shall also be included that lists references and contacts information for ADA and accessibility related resources.

Deliverable(s):

- Draft ADA Self Evaluation and Transition Plan
- Final ADA Self Evaluation and Transition Plan

5. Public Participation and Outreach

The City would like to host a Community Meeting to advise the public of the ADA Self Assessment and Transition Plan project and to provide the opportunity for interested persons, individuals with disabilities or organizations representing persons with disabilities to participate in the development of the plan. The Consultant shall assist the City with organizing a Community Meeting to inform the public of the project and receive initial input on the process. The Consultant shall attend and host the meeting, maintain a record of the proceedings and comments and be prepared to answer questions within their area of expertise.

Deliverable(s):

- Public meeting agendas and minutes

6. Project Database and Mapping

The Consultant shall develop a database for the ADA Transition Plan using Microsoft Excel and GIS. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City staff. The database shall correlate all aspects of the transition plan and shall be produced using the database, including but not limited to, Access Compliance Assessment Reports, Transition Plans, reference drawings, standard drawings and photographs. The database shall be the property of the City of Sunnyvale when the ADA Transition Plan compilation is complete.

The Consultant shall develop a city-wide reference map using GIS. The map shall fully show distinct points for each identified barrier to access.

Deliverable(s):

- Draft format for Database and Project Map

- Final format for Database and Project Map

7. City Staff Training

The Consultant shall train designated City staff in the following areas:

- Applicable government code, statutes and regulations;
- Performing field investigations and inspections;
- Preparation of ADA Compliance Assessment Reports;
- Using and maintaining the database;
- Using and maintaining the project map; and
- Monitoring and updating the ADA Self Evaluation and Transition Plan.

8. Meetings

The Consultant shall include at least three project meetings and two meetings with City advisory boards. The Consultant shall attend and provide a presentation to City Council on the ADA Self Evaluation and Transition Plan as part of one of the City advisory board meetings.

Fee Schedule

	Tasks	Labor									Subconsultants****						ODC's			Total
Task #	Task Description	Principal-in-Charge	Project Manager	Sr. Tech. Architect	Sr. Policy Specialist	GIS Specialist	Access Surveyor	Technical Staff	Total Hours	Total Labor Costs	Title	Title	Title	Title	Title	Title	Other Direct Costs			Total Fee
		Sally Swanson	Jasper Kirsch	Ann Wright	Michael Paravagna	Brad Becker	(Various)	(Various)			Constl. Name	Constl. Name	Constl. Name	Constl. Name	Constl. Name	Constl. Name	Car & Gas (Weekly Rate @ \$250)	Car & Gas (Daily Rate @ \$65)	Profiler (Monthly Rate @ \$4,000)	
		\$225	\$160	\$160	\$160	\$95	\$95	\$95			Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS				
1	ADA Self Evaluation																			
	a. Develop Procedure and Forms		4	2	8				14	\$2,240.00										\$2,240.00
	b. Conduct Self Evaluation Survey and Recommendations		8	2	20				30	\$4,800.00										\$4,800.00
	c. Draft Self Evaluation Report		8	2	16			4	30	\$4,540.00										\$4,540.00
	d. Final Self Evaluation Report		8	2	16			4	30	\$4,540.00										\$4,540.00
2	City ADA Policy and Practices																			
	a. Review City Policy and Practices		4	2	8				14	\$2,240.00										\$2,240.00
	b. Recommend Needed Changes and Propose Additional Policies		4	2	8				14	\$2,240.00										\$2,240.00
3.1	Barrier Assessment - Buildings																			
	a. Survey Preparation and Data Collection (Facilities per Addendum #1 Exhibit A)		8				140		148	\$14,580.00							\$1,000.00			\$15,580.00
	b. Draft ADA Compliance Assessment Reports		8	4			4	48	64	\$6,860.00										\$6,860.00
	c. Final ADA Compliance Assessment Reports		8	4				24	36	\$4,200.00										\$4,200.00
3.2	Barrier Assessment - Public Rights-of-Way**																			
	a. Survey Preparation and Data Collection (City Sidewalk & Trails)		8	4		8	688	32	740	\$71,080.00							\$2,375.00		\$12,000.00	\$85,455.00
	b. Survey Preparation and Data Collection (Citywide Traffic Signals & Curb Ramps)		8	4		8	768	32	820	\$78,680.00							\$2,875.00			\$81,555.00
	c. Draft ADA Compliance Assessment Reports		12	4				48	64	\$7,120.00										\$7,120.00
	d. Final ADA Compliance Assessment Reports		8	4				24	36	\$4,200.00										\$4,200.00
4	Comprehensive ADA Self Evaluation and Transition Plan																			
	a. Draft ADA Self Evaluation and Transition Plan		8	4	8			40	60	\$7,000.00										\$7,000.00
	b. Final ADA Self Evaluation and Transition Plan		8	4	8			24	44	\$5,480.00										\$5,480.00
5	Public Participation and Outreach																			
	a. Prepare Meeting Agenda and Assist City to Organize & Host a Community Meeting		8	2	8			4	22	\$3,260.00										\$3,260.00
	b. Prepare Public Meeting Minutes		8		8			4	20	\$2,940.00										\$2,940.00
6	Project Database and Mapping																			
	a. Draft Format for Database and Project Map		4			104		16	124	\$12,040.00										\$12,040.00
	b. Final Format for Database and Project Map		4			56		16	76	\$7,480.00										\$7,480.00
7	City Staff Training***																			
	a. Applicable Government Code, Statutes and Regulations		8						8	\$0.00										\$0.00
	b. Field Inspections and Preparation of Report		8						8	\$0.00										\$0.00
	c. Monitoring and Updating Database, ADA Self Evaluation and Transition Plan		8						8	\$0.00										\$0.00
8	Meetings																			
	a. Project Meetings and Meetings with City Advisory Boards	2	8		2				12	\$2,050.00								\$260.00		\$2,310.00
	b. Presentation to City Council on ADA Self Evaluation and Transition Plan	6	6		6				18	\$3,270.00								\$65.00		\$3,335.00
	Proposal Subtotal	8	174	46	116	176	1600	320	2440	\$250,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,250.00	\$325.00	\$12,000.00	\$269,415.00
	Optional Services																			
	1 -----								0	\$0.00										\$0.00
	2 -----								0	\$0.00										\$0.00
	3 -----								0	\$0.00										\$0.00
	4 -----								0	\$0.00										\$0.00
	5 -----								0	\$0.00										\$0.00
	Total Optional Services	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Including Optional Services	8	174	46	116	176	1600	320	2440	\$250,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,250.00	\$325.00	\$12,000.00	\$269,415.00
<div>**SSA assumes that this task will include the survey of the citywide traffic signals and curb ramps.</div> <div>***SSA will provide up to 24 hours of technical support and training at no cost for the individual tasked with Transition Plan implementation and update.</div> <div>****SSA providing all services in-house; no subconsultant services required.</div>																				

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

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.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$2,000,000 per claim.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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



City of Sunnyvale

Agenda Item

16-0308

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW16-06 for Orchard Gardens Park Restrooms Renovation and Finding of CEQA Categorical Exemption (Continued from March 15, 2016)

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$120,365 to Integra Construction Services, Inc. of San Martin for the Orchard Gardens Park Restrooms Renovation project (Public Works Project No. PR-14/10-16). Approval is also requested for a 15% construction contingency in the amount of \$18,055. A construction contingency higher than the customary 10% is being requested because of the potential for unforeseen conditions associated with renovating the existing building, more fully explained below.

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for this project is a Class 1 categorical exemption pursuant to CEQA Guidelines Section 15301 for alterations to existing facilities involving negligible or no expansion of use beyond that presently existing.

BACKGROUND AND DISCUSSION

This construction contract is part of Capital Project 818550, Park Buildings Rehabilitation, which provides for planned infrastructure repairs and renovations to the City's park buildings. For this particular project, the two existing gender-specific restrooms at the park multi-purpose building will be renovated. The layout of fixtures and the ingress and egress of the restrooms do not meet current Americans with Disabilities Act (ADA) guidelines, and the overall size of each room is too small to comply with the current regulations.

The new restrooms will expand to the storage spaces adjacent to the restrooms within the multi-purpose building. Construction consists of installing new plumbing, mechanical and electrical fixtures as well as wall framing, sheathing, exterior flatwork, and finishes.

The project was advertised for competitive bidding in the Sunnyvale Sun on December 11, 2015, distributed to eighteen Bay Area Builder's Exchanges and published on the City's website. Ten contractors requested bid documents. Sealed bids were opened on January 27, 2016, with a total of six bids received. The Bid Summary is contained in Attachment 1. One bid (the second highest) was deemed to be non-responsive because the General Contractor did not meet the City's mandatory requirement for performing at least 50% of the work.

The lowest responsive and responsible bid was submitted by Integra Construction Services, in the amount of \$120,365. The bid amount is approximately 15% below the engineer's estimate for the project. Given the potential for encountering unforeseen conditions, a 15% contingency is recommended. In renovating older existing buildings, situations are often encountered that were not accurately depicted on the record drawings and issues may be discovered during the demolition and/or modification of the existing structure, which could require an increased number of contract change orders.

FISCAL IMPACT

Budgeted funds are available in Capital Project 818550, Park Buildings Rehabilitation.

Funding Source

This project is funded by the Park Dedication 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) Make a finding of CEQA categorical exemption pursuant to CEQA Guideline Section 15301 for alterations to existing facilities involving negligible or no expansion of use beyond that presently existing; 2) award a contract in substantially the same form as Attachment 2 to the report and in the amount of \$120,365 to Integra Construction Services Inc.; and 3) approve a 15% construction contingency in the amount of \$18,055.

Prepared by: Pete Gonda, Purchasing Officer

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

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Draft General Construction Contract

Invitation for Bids No. PW16-06
Orchard Gardens Park Restroom Renovation
Project No. PR-14/07-14

<i>Integra Construction Services Inc. 4133 Mohr Ave STE D Pleasanton, CA 94566</i>		<i>Castlewood Construction Company, Inc. 835 West San Martin Ave. San Martin, CA 95046</i>		<i>Everlast Builders Inc. 16654 Soledad Canyon Rd., STE 300 Canyon Country, CA 91387</i>		<i>Sigura Construction 1300 Memorex Dr. Santa Clara, CA 95050</i>		<i>R.C. Benson & Sons, Inc. General 1959 Leghorn St. STE A Mountain View, CA 94043</i>	
<i>Dawn Giammona</i>		<i>Nick Cortese</i>		<i>Vasilis Tsangarides</i>		<i>Ilan Sigura</i>		<i>Robert A. Benson</i>	
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 20,000.00	\$ 20,000.00	\$ 7,344.68	\$ 7,344.68	\$ 9,844.00	\$ 9,844.00
\$ 12,000.00	\$ 12,000.00	\$ 28,000.00	\$ 28,000.00	\$ 20,000.00	\$ 20,000.00	\$ 53,435.08	\$ 53,435.08	\$ 15,301.00	\$ 15,301.00
\$ 87,365.00	\$ 87,365.00	\$ 78,000.00	\$ 78,000.00	\$ 80,000.00	\$ 80,000.00	\$ 91,603.00	\$ 91,603.00	\$ 159,375.00	\$ 159,375.00
\$ 15,000.00	\$ 15,000.00	\$ 29,000.00	\$ 29,000.00	\$ 25,000.00	\$ 25,000.00	\$ 7,633.58	\$ 7,633.58	\$ 17,432.00	\$ 17,432.00
\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 900.00	\$ 900.00	\$ -	\$ -
	\$ 120,365.00		\$ 139,500.00		\$ 155,000.00		\$ 160,916.34		\$ 201,952.00

Surety:	10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond
License:	B	B	B	B	B
Subcontractors					
Demo	AMG of California	Disaster Kleenup Specialists	AMG of California		AMG of California
Electrical	NIK Electric	D-Electric	D-Electric		Sanpri
Mechanical	DT Mechanical				Hellwig Mechanical
Concrete					All Forms
Tile			Frost Tile Co.		Roberts Tile
Plumbing					Rayl Hellwig Plumbing
Painting					Griffin
Doors, Framing, Hdwe			Specialty Door Company Inc.	ACME Security Systems	
Railings					
Flooring					HLM

Notes:
1. A sixth bid was submitted by RK&Associates of Union City in the amount of \$170,363, but it was deemed to be non-responsive because it did not meet the city's requirements for allowable costs apportioned to subcontractors.

**DRAFT
GENERAL CONSTRUCTION CONTRACT**

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

RECITALS:

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

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Orchard Gardens Park Restrooms Renovation, Project No. PR-14/07-14, Invitation for Bids No. PW16-06", including three (3) Addenda OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of renovating the existing park restrooms for compliance with ADA regulations. The work includes interior and exterior concrete slab removal, excavation, plumbing, installation of plumbing fixtures, drinking fountain, partitions, finishes, exterior concrete paving, interior floor tile, exhaust fan and lighting, doors, and others as indicated on the plans. as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Krong Design, Inc. and adopted by the Owner. These Plans and Specifications are entitled respectively, Orchard Gardens Park Restrooms Renovation, Project No. PR-14/07-14.

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

3. 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 One Hundred Twenty Thousand Three Hundred Sixty Five and No/100 Dollars (\$120,365.00) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

4. Permits; Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by Owner. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration Ninety (90) 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
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: Integra Construction Services, Inc.
Attn: Dawn Giammona
4133 Mohr Avenue, Suite D
Pleasanton, CA 94566

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 Industrial Accident Commission of the State of California.

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

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of Five Hundred and No/100 (\$500.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Additional Provisions.

None.

City Attorney
Date

EXHIBIT A
Bid Schedule

No.	Description	QTY	Unit	Total Cost
1	Mobilization/Overhead/Fees (Shall Not Exceed 5% of Total Base Bid)	1	LS	\$6,000.00
2	Demolition	1	LS	\$12,000.00
3	Building Renovation/New Construction	1	LS	\$87,365.00
4	Site Improvements	1	LS	\$15,000.00
5	Program Management Software Training and Use (Revocable Item)	1	LS	\$0.00

EXHIBIT B

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

16-0309

Agenda Date: 3/29/2016

SUBJECT

Adopt Ordinance No. 3074-16 Amending Certain Sections in Chapters 18.04 (General Provisions) and 18.20 (Maps) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code (Continued from March 15, 2016)

RECOMMENDATION

Adopt Ordinance No. 3074-16.

ATTACHMENT

1. Ordinance No. 3074-16

ORDINANCE NO. 3074-16

**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) 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;
 - (6) Acceptance or rejection of dedications made in conjunction with parcel maps;
 - (7) Waiver of parcel maps;
 - (8) Control over grading operations in streets and public rights-of-way;
 - (9) Improvement security and all matters related thereto, except in relation to undergrounding of utilities;
 - (10) Lot line adjustments;
 - (11) Certificates of correction and amending maps;
 - (12) 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.
- (7) - (32) [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 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 city engineer five copies 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 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 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 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.

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 the final map and submit the same to the director of public works, together with plans and specifications. If the city engineer finds that full conformity has not been made, he or she shall 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.

(a) Upon receipt of the final map from the city engineer, the director of public works 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) 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 subsection (a). The director of public works shall, as required by section 18.20.250 and as part of the final map approval, enter into an improvement agreement with the subdivider for construction of all the improvements specified in this title.

(c) The director of public works shall accept, accept subject to improvements, or reject dedications and offers of dedications that are made by a statement on the map. If at the time the final map is approved any dedications are rejected by the director of public works, the offer of dedication shall be deemed to remain open. The director of public works may 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 by any aggrieved party. Any two councilmembers may request a call for review of the director's action under this section. Such appeal or call for review shall be in writing and filed with the city clerk within ten (10) 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.

(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 Title 7, Division 2 ("Subdivisions") of the California Government Code.

(i) Subsequent to the approval of the final map by the director of public works and the execution of the required agreements the city clerk shall transmit the map directly to the county recorder.

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 February 23, 2016, 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



City of Sunnyvale

Agenda Item

16-0277

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Appoint Dr. Judy Miner to the NOVA Workforce Board

BACKGROUND

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

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

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

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

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a

governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

The NOVA Board Nominating Committee is comprised of Sunnyvale City Councilmember Tara Martin-Milius, NOVA Board Co-chairperson Steve Van Dorn and NOVA Board member Carl Cimino. The committee is charged with the responsibility of recommending candidates for appointment to the NOVA Board, for consideration by the Sunnyvale City Council. The Nominating Committee is recommending appointment of one candidate because of the individual strengths and assets she can bring to the NOVA Board. In addition, this nomination will fill a WIOA-mandated seat representing higher education.

Dr. Judy Miner

Chancellor, Foothill-De Anza Community College District

For more than 50 years, the Foothill-De Anza Community College District has been meeting the educational needs of the local community through innovation and excellence and, today, is one of the largest community college districts in the country, providing credit classes to 64,000 students a year. As Chancellor of the Foothill-De Anza Community College District, Dr. Miner is the chief executive officer of the two-college district, comprised of 2,000 employees, ensuring that youth have the skills necessary to succeed in advanced education and that adults are retrained for the growing industries in Silicon Valley. Dr. Miner brings to the NOVA Board over 35 years of experience as a community college administrator, a passion for improving the success of underrepresented populations, and a regional perspective serving on the governing boards of the Bay Area Council Economic Institute and the Bay Area Community College Consortium Career Technical Education Leadership Group.

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

FISCAL IMPACT

No fiscal impact.

PUBLIC CONTACT

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

RECOMMENDATION

Appoint Dr. Judy Miner to the NOVA Workforce Board.

Prepared by: Eileen Stanly, Analyst

Reviewed by: Kris Stadelman, Director, NOVA Workforce Services

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

16-0281

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Approve Recommendation from the Community Event Grant Distribution Subcommittee to Initiate the 2016 Grant Procedure and Process

BACKGROUND

The Community Event Grant Distribution Subcommittee, a three-member Council Subcommittee, follows a structured annual time line, including member selection/confirmation, review of grant criteria, review of received grant applications and subsequent recommendation to the City Council.

Councilmembers are confirmed to the Grant Subcommittee during the City Council Appointments to Intergovernmental and Internal Assignments, Council Subcommittees, and Community Member Appointments process. If there are Subcommittee vacancies, the Mayor appoints new members.

Following the Grant Subcommittee member selection/confirmation, members receive a memo from staff including the previous year's grant eligibility and evaluation criteria, drafts of the grant applications and a proposed grant process time line. During the Subcommittee's first annual meeting, typically in February, the eligibility and evaluation criteria, grant applications and grant process time line are reviewed and the Subcommittee makes a recommendation to the Council to approve or update the criteria and time line.

A second Subcommittee meeting occurs, typically in June, to review all received grant applications and creates funding recommendations for approval by the City Council.

Since FY 2013/14 Council has approved grant funding budgets of \$10,000 for community event grants and \$6,125 for neighborhood grants. Although the Subcommittee can bring recommendations for grant funding in excess of the aforementioned budget amounts, the Subcommittee discussions typically begin with these funding budget amounts in mind. The purpose of this memorandum is to seek Council approval of the application packet and to authorize staff to initiate the process for FY2016/17.

EXISTING POLICY

Council Policy 7.2., Community Engagement- Goals and Policies
Council Policy 7.2.18, Special Events

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

The Community Event Grant Distribution Subcommittee met on February 24, 2016 to review the Memorandum to the Community Events Grant Distribution Subcommittee (Attachment 1). As a result of their review and discussion of the memorandum, the Subcommittee recommended that Council approve the proposed grant process time line as written. In addition, the Subcommittee proposes presenting their grant funding recommendations as an agenda item for the June 28, 2016 Council meeting (Attachment 2).

FISCAL IMPACT

There is no current fiscal impact with respect to this report. The proposed action is approval of a time line and setting of a date to return with grant recommendations. Allocation of grant funds will be considered as part of the FY 2016/17 budget process.

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.

SUBCOMMITTEE RECOMMENDATION

The Community Event Grant Distribution Subcommittee recommends that the Council approve the grant procedure and process, including eligibility evaluation criteria, application and time line, as outlined in the Memorandum to the Community Events Grant Distribution Subcommittee dated February 9, 2016 (Attachment 2 to this report) to initiate the 2016 Grant Procedure and Process. The Subcommittee will present their final grant distribution recommendations to the City Council during the June 28, 2016 City Council meeting, following the adoption of the Fiscal Year 2016/17 Budget.

Submitted by: Tara Martin-Milius, Subcommittee Chair

Reviewed by: Cynthia E. Bojorquez, Director of Library and Community Services

Reviewed by: Walter Rossmann, Assistant City Manager

Reviewed by: Deanna J. Santana, City Manager


ATTACHMENTS

1. Memorandum to the Community Events Grant Distribution Subcommittee
2. Draft Minutes of the Community Event Grant Distribution Subcommittee Meeting of February 24, 2016



**Department of Library and Community Services
Interoffice Memorandum**

February 9, 2016

TO: Mayor Hendricks, Councilmembers Davis and Martin-Milius
THROUGH: Deanna J. Santana, City Manager 
FROM: Cynthia E. Bojorquez, Director of Library and Community Services
SUBJECT: Community Events Grant Distribution Subcommittee

The primary role of the Community Events Grant Distribution Subcommittee is to review annual applications, for both Community Event and Neighborhood Grant funding, and make related recommendations to the full Council. This standing committee may also make recommendations regarding other Council policies related to this program. The attachments to this memo are provided to assist the subcommittee in their discussions, and include the following:

Attachment A: *Proposed Timeline for the FY 2016/17 Grant Application process.*

Attachment B: *Community Events Grant Guidelines.*

Attachment C: *Community Events Grant Application.*

Attachment D: *Neighborhood Grant Program Guidelines.*

Attachment E: *Neighborhood Grant Program Application.*

As a reminder, this subcommittee is subject to Brown Act noticing requirements. Staff will need advance notice of Grant Subcommittee meetings to allow for the required publication of meeting agendas. A member of the Library and Community Services Department will attend meetings and record action minutes. Any additional requests for staff support should be directed to the City Manager.

cc: Kathleen Franco Simmons, City Clerk

**Community Events & Neighborhood Grant Programs
Proposed Timeline for FY 2016/17**

Date	Action
Jan 2016	City Council confirms Grant Subcommittee members.
Feb 2016	Subcommittee reviews program materials and, if necessary, prepares program recommendations to present to full City Council.
Mar 2016	Grant application period opens.
May 20, 2016	Grant application period closes.
May 27, 2016	Grant Subcommittee receives application review packets.
Jun 2016	Grant Subcommittee meets to discuss applications and make funding recommendations.
Jun 2016	Council approves FY 2016/17 Budget.
Jun/Jul 2016	Subcommittee presents grant funding recommendations to Council.
Jul 2016	Staff notifies grant applicants regarding Council action.

Community Events Grant Funding Guidelines

City of Sunnyvale



Fiscal Year 2016/17

Application Deadline: Friday, May 20, 2016 by 5 p.m.

Important Note: Applications are being accepted - funding is dependent upon Council's budgetary approval.

The City of Sunnyvale encourages groups to build community and celebrate our unique culture by holding community events in Sunnyvale. Please review the following eligibility criteria to determine if your group qualifies. Funding requests will be considered as part of an annual competitive application process. To apply for grant funding, complete a Community Event Grant Application. If you have questions, call the Community Services Division at (408) 730-7599, send e-mail to ncs@sunnyvale.ca.gov or visit the web at EventGrants.inSunnyvale.com. While the City will accept applications through Friday, May 20, 2016, the exact amount of grant funding available will be determined by Council when the FY 2016/17 Budget is adopted.

Organizations applying for grant funds must also complete and submit a Special Event Permit Application at least 60 days before their event or with this funding application, whichever comes first. The Special Event Permit Application is available at EventApplication.inSunnyvale.com.

Eligibility Criteria for Community Event Grant

If you are interested in exploring the possibility of grant funding to help cover some of the costs for your community event, please review the following eligibility requirements, listed below.

- Your organization must submit an accurate and complete community events grant funding application by the deadline.
- Admission to your event must be free and open to the public.
- The event must be held within Sunnyvale City limits.
- Grant recipients must attempt to expend all grant funding within City limits.
- Grants will not be awarded to organizations owing a debt to the City.
- Grants will not be awarded to individuals.
- Applicants must submit an event budget, including an estimate of City services required.

- Applicants must identify whether or not the event is a fundraiser. Fundraiser events are not eligible for grant funding. A “fundraiser” is defined as any event that solicits funds from attendees either through direct ticket sales or asking for a donation. Furthermore, any subcommittee or sub-organization of the sponsoring organization is barred from asking for funds in the form of raffle tickets, silent auction bids or items of similar intent.
- The sponsoring organizations must be non-profit or not-for-profit.
- Grant funds must be used only for the event, but may be used for any costs, including costs payable to the City. The City will not waive any fees for services associated with the event.
- Applicants must submit an evaluation form after the event.
- Applicants must attach a copy of non-profit documentation if the organization has such documentation.
- Applicants must obtain required permits, clearances, insurance, and event authorization and pay any relevant fees in a timely manner.
- All applicants must submit a Special Event Permit Application at least 60 days in advance of their event date.
- Organizations receiving grant funding should acknowledge the support of the City of Sunnyvale where appropriate (e.g. event marketing materials, etc.).
- Applicants must identify other co-sponsors of the event in their grant applications. All co-sponsors must be approved by the City.
- Funds will not be granted for a religious purpose, including for the promotion of any sect, church, creed, or sectarian organization, nor to conduct any religious service or ceremony. Funds may be granted to religious organizations as long as the funds are not used for a religious purpose. This eligibility criterion is an attempt to preserve separation of church and state while still allowing religious organizations to be eligible for grant funds.
- Organizations that are collaborating with the City in co-sponsoring an event are eligible to apply for grant funding. However, grant funds can only be used to defray expenses incurred by the co-sponsoring organization(s) rather than the City.

Evaluation Criteria

Applications will be evaluated for funding based on the following criteria:

The event encourages celebrations of community which focus on the character, diversity and quality of Sunnyvale and provide vitality and identity to the community.

The event is of a citywide nature and demonstrates an ability to draw a crowd of at least 500.

The sponsoring organization must demonstrate the ability to produce a well-planned, safe event.

The sponsoring organization demonstrates strong financial management and effective management controls, including cost-effectiveness.

The review team will consider the financial and budgetary capabilities of the sponsoring organization, the extent to which City funds will be leveraged with other funding sources, and the need for City funding. Community event grant funding from the City will represent no more than 40 percent of the total event budget, including the value of in-kind goods and services but excluding the value of volunteer time.

Higher priority will be given to encouraging new events as well as supporting existing events that have been highly successful in the past, subject to other grant criteria.

Grant funding is not intended to be an ongoing funding source for your event. Funding in one year is not a guarantee of future funding. All applications are subject to a fresh review vis-à-vis competing applications each year. Both grant application forms and post-event evaluation forms must include a four-year event sustainability plan.

Other Things to Note

The grant review sub-committee may request an interview with any applicant.

Timeline: Grant applicants will be notified, in writing, of final funding decisions in **July 2016**, following both the application review as well as the City Council's adoption of the FY 2016/17 City Budget. Grant funds must be expended within 90 days after the event or within two years after the organization has been notified of the award, whichever comes first.

Reimbursements: Grant recipients may be reimbursed in partial payments for ongoing event expenses, rather than in a single lump-sum at the conclusion of the event. Decision to reimburse in multiple payments will require approval from the City of Sunnyvale and may be justified if recipient incurs significant expenses prior to the event. If that is the case, grant recipients must invoice the City on an ongoing basis for reimbursement of expenses incurred, up to the grant amount. All original receipts must be submitted with invoices, along with an itemized brief description of each expense. Each reimbursement takes approximately 2 – 4 weeks to process.

City Co-sponsorship: Grant recipients (and their sponsors, if applicable) are entirely responsible for planning, promoting, and staffing their event. Grant approval does not equate to co-sponsorship from City of Sunnyvale. The City will not be involved in planning, promoting, or staffing the event, and is not considered a co-sponsor of the event. If City staff time is requested (such as public safety officers, etc.), please contact the relevant department to obtain a cost estimate, and include the cost estimate in your proposed budget. Staff participation is contingent upon their consent to participate, regardless of whether or not funds are granted.

Use of City Facilities: If you are proposing to use a City facility, you must contact that facility, submit a request in accordance with standard procedures, and receive approval. If you are awarded community event grant funding, your reservation of City facilities must be done through the completion of a Special Event Permit Application (separate from the grant application and due to the City at least 60 days prior to the event).

Community Events Grant Funding Application City of Sunnyvale



Fiscal Year 2016/17

Application Deadline: Friday, May 20, 2016 by 5 p.m.

Important note: applications are being accepted, pending Council's budgetary approval.

Directions: You may either 1) Print this application and complete the hard copy, or 2) Type your responses electronically and print for submission. Please answer all questions completely, including as much detail as possible. Grant decisions are based upon a competitive review process; this application and any attachments are intended to be the primary subject of evaluating your grant proposal. Applicants will be notified of award decisions in July 2016.

Applications may be submitted by mail, email, fax or in person. Mail or drop-off to: Community Services Division, located at the Sunnyvale Community Center, 550 E. Remington Drive, Sunnyvale, CA 94087. Fax (408) 730-7754 or Email: ncs@sunnyvale.ca.gov. For more information, call (408) 730-7599, TDD (408) 730-7501, or visit us online at Events.inSunnyvale.com.

Event Name: _____

Date(s)/Time(s) of Event: _____

Sponsoring Organization(s): _____

Authorized Representative Information:

Name: _____
Title: _____
Organization: _____
Phone: _____
Email: _____
Mailing Address: _____

Event Details:

1. Please describe your event (you may attach additional details or supporting documentation).

2. Have you held this event before? If so, when and where?

3. How does your event encourage a celebration of community, including the character, diversity and quality of Sunnyvale? How does it provide vitality and identity to the community?

4. Is your event a fundraiser? Please note: Fundraiser events are not eligible for grant funding. A “fundraiser” is defined as any event that solicits funds from attendees either through direct ticket sales or asking for a donation. Furthermore, any subcommittee or sub-organization of the sponsoring organization is barred from asking for funds in the form of raffle tickets, silent auction bids or items of similar intent.

5. What steps are you taking to ensure a well-planned, safe event?

Marketing & Promotion:

6. Is your event citywide or targeted to a particular neighborhood, demographic or geographic area? If targeted, to whom?

7. How many people do you expect to attend your event? How did you arrive at this estimate?

8. Please describe your marketing plan, including the type of advertisements to be used and where they will be placed. Also, indicate if you wish to incorporate the City's local access channel, KSUN 15 in your advertising. Please attach additional sheets as needed to fully describe your marketing plan.

Organization Information:

9. Please describe your organization's mission and goals, as well as information about your membership and total organizational budget, if applicable (feel free to attach literature about your organization). Please attach your organization's most recent financial statements if available.

Event Budget:

10. Please describe what kind of controls you have in place to ensure that your event will be planned cost-effectively, with strong financial management and effective overall event management? How has your organization demonstrated these qualities in the past?

11. Please attach a detailed budget for your event including:
 - Total Expenses
 - Anticipated Revenue (if applicable)
 - Net Cost (Total Expenses less Anticipated Revenue)
 - Volunteer Assistance (1 - list volunteer roles/tasks AND the number of hours anticipated; 2 - multiply volunteer hours by \$26.87, the California volunteer rate per *IndependentSector.org*)
 - Any expenses you expect to be donated / in-kind (include an estimated dollar value of each donated / in-kind expense in your budget)
 - Funding amount being requested from City of Sunnyvale (cannot exceed 40% of Total Expenses, including the value of in-kind/donated services but excluding the value of volunteer time).

12. How will you obtain the remaining funding for your event? Why are you requesting grant funding from the City?

13. Please explain how your organization intends to operate this event in future years without grant assistance from the city. Your explanation should include a goal of sustainability and independence from grant funds within four years or less. Attach additional sheets if needed.

Thank you for your interest in the Community Events Grant!



City of Sunnyvale Neighborhood Grant Program

Grant Guidelines & Eligibility Requirements

Thank you for your interest in the Neighborhood Grant Program. Applications for Fiscal Year 2016/17 Neighborhood Grants are due **Friday, May 20, 2016 by 5 p.m.**

Important note: applications are being accepted, pending Council's budgetary approval.

Mission of the Neighborhood Grant Program

Grant funds are the City's investment in strengthening neighborhood groups, improving the quality of life in local communities, and encouraging neighborhood groups or associations to become increasingly self-reliant. The mission of the Neighborhood Grant Program is to:

- Build community engagement in Sunnyvale;
- Help residents develop a sense of pride and ownership in their neighborhoods; and
- Continue to develop collaborative partnerships between Sunnyvale's neighborhoods and City Hall.

Neighborhood Grant Program funding will be determined by City Council during the adoption of the FY 2016/17 Budget. If Council approves the funding, each neighborhood group is eligible to apply for and receive a grant of up to \$1,000.

Project Eligibility

To be eligible to be considered for a Neighborhood Grant, the following criteria must be met:

- Applicants must be representatives of a neighborhood group. Preference is given to neighborhood associations, mobile home associations, and neighborhood groups that are interested in becoming a neighborhood association and joining the City's Neighborhood Registry.
- Projects must be neighborhood-focused, initiated and supported by residents living in the neighborhood. Projects must benefit the neighborhood.
- Projects must focus on one or more of the following areas:
 - a. Increasing communication among neighbors;
 - b. Building bridges between cultural groups (including: ethnicity, age, socio-economic, etc.);
 - c. Improving the physical condition of the neighborhood; or
 - d. Enhancing neighborhood pride and identity.
- Projects must not be political in nature, including, but not limited to the support of a proposed initiative, ballot measure or candidate.
- Projects must begin after grant approval notification in July 2016 and be completed no later June 1, 2017.
- Applicants must submit a completed and signed Neighborhood Grant Application by the posted application deadline.

Criteria

Grant applications will be evaluated on the criteria listed below:

- Is the project realistic within the given timeframe?
- Does the project focus on one or more of the following **four** areas?
 - Increasing communication among neighbors
 - Building bridges between different cultural groups
 - Improving the physical condition of the neighborhood
 - Enhancing neighborhood pride and identity
- Is the project well developed (clear project description, detailed project plan, adequate resources allocated, community need addressed)?
- Is the project an appropriate use of City funds?
- Will the project strengthen the neighborhood group and foster self-reliance?
- How many residents will benefit from the project?
- Will the completed project have any negative impact on residents, businesses, the City, or bordering neighborhoods?
- Is there adequate neighborhood support (resident participation, volunteer time, resources, etc.) for this project?

Application Process

To apply for a grant, complete the attached application and submit by **Friday, May 20, 2016 at 5 p.m.**

Attention: Community Services Division
City of Sunnyvale
550 E. Remington Drive
Sunnyvale, CA 94087

Or Email: ncs@sunnyvale.ca.gov

Or Fax: (408) 730-7754

Creative ideas for neighborhood projects are encouraged! Projects that have worked well in other cities include (but are not limited to): youth programs, volunteer projects, seed money for neighborhood special events that encourage neighbors to get to know each other, or neighborhood association fund raising activities/events.

A Council subcommittee will read and review each application. Final funding decisions will be made in July 2016 by a vote of the full City Council. Each applicant will be notified of the result of the evaluation of their proposal. The Council subcommittee may choose to contact the applicant for more information or clarification regarding the details of the application.

The Neighborhood Grant is reimbursable: meaning that any approved funds must first be spent by the grantee and receipts/invoices showing payment submitted to the City of Sunnyvale within 30 days of the project/event conclusion or June 15, 2017, whichever comes first. Upon review of eligible receipts/invoices, the City will send a reimbursement to the grantee. The reimbursement process takes approximately 2 – 4 weeks.

Neighborhood groups must complete their projects/events by June 1, 2017. A final report describing the project and use of funds is due to the City within 30 days of the project/event conclusion and no later than June 15, 2017.

For more information, please contact the Community Services Coordinator at (408) 730-7599 or visit *Neighborhoods.inSunnyvale.com*.



City of Sunnyvale Neighborhood Grant Program

Application for FY 2016/17
(Please print or type)

Office Use Only

Date Received: _____

Application

Completed: _____

Deadline for Applications: Friday, May 20, 2016 by 5 p.m.

Important note: applications are being accepted, pending Council's budgetary approval.

Applications may be submitted by mail, email, fax or in person. Submit completed application (including all project team signatures) to: Community Services Division, located at the Sunnyvale Community Center, 550 E. Remington Drive, Sunnyvale, CA 94087. Email: ncs@sunnyvale.ca.gov or Fax (408) 730-7754. For questions, please call (408) 730-7599.

Date: _____

Name of Neighborhood Group or Association: _____

Name of Proposed Project: _____

Grant Amount Requested from the City of Sunnyvale: \$ _____
(Maximum grant amount is \$1,000)

Neighborhood Group/Association Background:

1. When was your neighborhood group or association formed and why? What are the geographic boundaries of your group? How many households are included?
2. Describe your neighborhood group's activities and the resources that support those activities. If yours is a formal association, what is the annual budget? How do you raise funds?

Project Description:

-
-
- Briefly describe your proposed project. **How will it benefit the residents in your neighborhood and/or your neighborhood association?** What will the project “look like” when it is completed?
- How did you choose this project? Describe the outreach you have done to generate awareness in your neighborhood and support for this project. How many neighbors support this project and how did you determine that number?

Project Plan:

5. Using the chart below, list the specific activities needed to carry out your project including an estimated date of completion for each activity. (All projects must be completed by June 1, 2017).

Activity	Person(s) Responsible	Completion Date (mo/yr)
<i>Example:</i> Create flyers/email for advertising National Night Out Celebration	Jane Smith	08/16
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

6. Describe how your project focuses on one or more of the following areas:
 - Increasing communication among neighbors
 - Building bridges between cultures
 - Improving the physical condition of the neighborhood
 - Enhancing neighborhood pride and identity

7. How will you determine the completed project has been successful?

8. What resources will your neighborhood group contribute to support the project (i.e. number of volunteer hours, donated materials if any, etc.)?

9. Please explain how your organization intends to operate this event in future years without grant assistance from the City. Your explanation should include a goal of sustainability and independence from grant funds within four years or less. Attach additional sheets if needed.

Project Team:

While you may have many community members working on this project, project team leads will be critical to the project's success.

Please note that each member of the project team will need to sign the application acknowledging their commitment to the success of this project.

Project Leader - The Project Leader serves as the primary point of contact for the grant application process. The Project Leader also has fiduciary responsibilities and is responsible for submitting a final project report to the City. The final report, including eligible receipts and invoices showing payment is due within 30 days of project/event conclusion and no later than June 15, 2017.

Project Leader Name: _____

Address: _____

Phone Number: () _____ E-Mail: _____

Signature: _____ Date _____

Treasurer - The treasurer tracks expenses, files receipts, oversees the budget and submits a final financial report to the City. The Project Leader may also serve as the Project Treasurer.

Note: The City of Sunnyvale reserves the right to audit grant award funds.

Treasurer Name: _____

Address: _____

Phone Number: () _____ E-Mail: _____

Signature: _____ Date _____

Other Project Team Members -- List additional neighborhood residents who will work on this project. What will their responsibilities be? (Examples of responsibilities might include: coordinating volunteers, outreach to residents, etc.)

Name: _____

Address: _____

Phone Number: () _____ E-Mail: _____

Responsibilities: _____

Signature: _____ Date _____

Name: _____

Address: _____

Phone Number: () _____ E-Mail: _____

Responsibilities: _____

Signature: _____ Date _____

**City of Sunnyvale
Neighborhood Grant Program
2016/17 Project Budget Form**

Please list the project's expenses using the form below. All expense-related activities listed on your application must be included in your budget form. **Note: This is a reimbursement grant. All eligible receipts and invoices showing payment must be submitted for reimbursement within 30 days of project/event conclusion and no later than June 15, 2017.**

Project Expenses

Activity	Estimated Costs	Actual Costs
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
Total Expenses	\$	\$
Amount Requested from the City of Sunnyvale	\$	

Other Sources of Support

Volunteer Hours (valued at \$26.87/hour, per <i>independentsector.org</i>)	\$
Donated Materials/Services (food, supplies, equipment)	\$
Other Funding Received (other grants, collected dues, donations)	\$
Other	\$
Other	\$
Total Neighborhood Association Contribution	\$

Thank you for completing your application for the Neighborhood Grant Program!



City of Sunnyvale

Meeting Minutes - Draft Community Event and Neighborhood Grant Distribution Subcommittee

Wednesday, February 24, 2016

9:00 AM

Council Conference Room, 456 W. Olive
Ave., Sunnyvale, CA 94086

CALL TO ORDER

Subcommittee Chair Martin-Milius called the meeting to order at 9:04 a.m. in the Council Conference Room.

ROLL CALL

Present: 3 - Chair Tara Martin-Milius
Member Glenn Hendricks
Member Jim Davis

Late arrival: Subcommittee Member Davis arrived at 9:12 a.m.

ORAL COMMUNICATIONS

None.

PUBLIC HEARING/GENERAL BUSINESS

- 1 [16-0223](#) Approval of Draft Minutes of the Community Event and
Neighborhood Grant Distribution Subcommittee Meeting of
June 5, 2015

MOTION: Subcommittee Member Hendricks moved and Subcommittee Chair Martin-Milius seconded the motion to approve the minutes of June 5, 2015. The motion carried by the following vote:

Yes: 2 - Hendricks
Martin-Milius

No: 0

Absent: 1 - Davis

2 [16-0224](#) Selection of Subcommittee Chair

MOTION: Subcommittee Member Davis nominated current Subcommittee Chair Martin-Milius to continue to serve as the Subcommittee Chair. Subcommittee Member Hendricks seconded the nomination. The motion carried by the following vote:

Yes: 3 - Hendricks
 Martin-Milius
 Davis

No: 0

3 [16-0222](#) Approval of the Community Event and Neighborhood Grant
Distribution process

MOTION: Subcommittee Member Hendricks moved and Subcommittee Member Davis seconded the motion to accept the grant procedure and process, including eligibility evaluation criteria, application and time line, as outlined in the Memorandum to the Community Events Grant Distribution Subcommittee dated February 9, 2016, including the Subcommittee presenting their final grant distribution recommendations to the City Council during the June 28, 2016 City Council meeting, following the adoption of the Fiscal Year 2016-17 Budget.

Yes: 3 - Hendricks
 Martin-Milius
 Davis

No: 0

ADJOURNMENT

Subcommittee Chair Martin-Milius adjourned the meeting at 9:24 a.m.



City of Sunnyvale

Agenda Item

16-0214

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Approve Modification to Contract for Youth Workforce Development Services

BACKGROUND

As approved by Council in February 2015 and approved by the Governor in July, San Mateo County is now part of the NOVA consortium. NOVA receives Workforce Innovation and Opportunity Act funding to provide workforce development services to the residents and businesses of San Mateo County. All services are currently outsourced to three service providers. These contracts were approved by Council on June 23, 2015.

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within 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

The Workforce Innovation and Opportunity Act (WIOA), which became effective July 1, 2015, shifts the primary program focus of the youth program to support the educational and career success of out-of-school youth. Programs must be designed so that a minimum of 75 percent of contract funds are expended on services to out-of-school youth. By comparison, the requirement under the Workforce Investment Act was 30 percent.

NOVA contracts with two organizations in San Mateo County to provide services to youth under WIOA: JobTrain in Menlo Park, and Jefferson Union High School District in Daly City. JobTrain is in need of additional funding in the amount of \$50,000 to accomplish its contractual goals. Its original participant plan anticipated several youth being carried in from program year 2014-15. In reality, fewer youth were carried in, resulting in a larger number being newly enrolled in services in the current program year. These newly enrolled youth, particularly the out-of-school youth, require vocational training and work experience at an additional cost.

JobTrain has submitted revised budget and participant plans, which are reflected in the proposed Modification No. 1 (Attachment 1). NOVA's WIOA youth allocation will cover the addition of \$50,000

to the JobTrain agreement.

FISCAL IMPACT

The source of funds for the services in this contract is WIOA funds. Since funds are obligated to programs only based upon appropriations dedicated to NOVA, sufficient WIOA funds will exist to cover all anticipated obligations of day-to-day program operations. If funding is cut, then staffing and program services will be accordingly reduced.

PUBLIC CONTACT

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

RECOMMENDATION

Approve the modification of the Agreement with JobTrain for youth workforce development services, as presented in Attachment 1 of the staff report, and authorize the City Manager to Execute the Agreement increasing the not-to-exceed amount by \$50,000 for a new not-to-exceed amount of \$400,000 for services through June 30, 2016.

Prepared by: Jeanette Langdell, Employment Training Manager

Reviewed by: Kris Stadelman, Director, NOVA Workforce Services

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Modification #1 to Agreement No. 002-301-16
2. Original JobTrain Youth Contract

**MODIFICATION #1
TO AGREEMENT NO. 002-301-16**

PURPOSE:

The purpose of this modification is to increase the amount of the agreement by \$50,000 primarily to incorporate additional vocational training and work experience costs in the budget and to incorporate revised participant plans primarily to reflect a fewer number of youth carried in from program year 2014-15, and a greater number of new youth to be enrolled in PY 2015-16.

CHANGES:

1. Exhibit A, Program Design & Standards, is modified as follows: Replace Attachment I participant plans for Total Program, In-School Youth, and Out-of-School Youth with the attached.
2. Exhibit D, Budget, is modified as follows: Total amount of the agreement is \$400,000. Replace Exhibit D and Attachment I line item budgets for Total Program, In-School Youth, and Out-of-School Youth with the attached.

All other terms and conditions of this Agreement remain in effect.

EFFECTIVE DATE OF THE MODIFICATION:

February 1, 2016

CITY OF SUNNYVALE**JOBTRAIN**

BY: _____

BY: _____

NAME: **Deanna J. Santana**NAME: **Nora Sobolov**TITLE: **City Manager**TITLE: **Executive Director**

TOTAL YOUTH		PARTICIPANT PLAN		
Applicant Name:		JobTrain		
Program Title :		WIOA YOUTH Program PY2015-16		
Term:	7/1/15	through	6/30/16	
Revision Date:	2/1/16			
I. Quarterly Participation (Cumulative)				
A. Quarter End Date (MM/YY)	9/15	12/15	3/16	6/16
B. Participants Carried In	27	27	27	27
C. New Participants	15	21	40	57
D. Total Participants (B+C)	42	48	67	84
E. Participants Exited	9	16	23	34
F. Participants Carried Out	33	32	44	50
II. Program Services (Total Participants, Regardless of Funding Source, to Receive)				
A. Youth Services				84
B. Youth Work Experience				20
III. Performance Goals	PY 15-16 State*	Project		
A. Entered Employment or Education Rate	72.0%	72.0%		
B. Attained Degree or Certification	62.0%	62.0%		
C. Literacy / Numeracy Gains	40.5%	40.5%		

IN-SCHOOL YOUTH PARTICIPANT PLAN				
Organization Name: JobTrain				
Program Title : WIOA YOUTH Program PY2015-16				
Term:	7/1/15	through	6/30/16	
Revision Date:	2/1/16			
I. Quarterly Participation (Cumulative)				
A. Quarter End Date (MM/YY)	9/15	12/15	3/16	6/16
B. Participants Carried In	6	6	6	6
C. New Participants	4	4	4	4
D. Total Participants (B+C)	10	10	10	10
E. Participants Exited	3	4	5	6
F. Participants Carried Out	7	6	5	4
II. Program Services (Total Participants, Regardless of Funding Source, to Receive)				
A. Youth Services				10
B. Youth Work Experience				5
III. Performance Goals	PY 15-16 State*	Project		
A. Entered Employment or Education Rate	72.0%	72.0%		
B. Attained Degree or Certification	62.0%	62.0%		
C. Literacy / Numeracy Gains	40.5%	40.5%		

OUT-OF-SCHOOL YOUTH PARTICIPANT PLAN				
Organization Name: JobTrain				
Program Title : WIOA YOUTH Program PY2015-16				
Term:	7/1/15	through	6/30/16	
Revision Date:	2/1/16			
I. Quarterly Participation (Cumulative)				
A. Quarter End Date (MM/YY)	9/15	12/15	3/16	6/16
B. Participants Carried In	21	21	21	21
C. New Participants	11	17	36	53
D. Total Participants (B+C)	32	38	57	74
E. Participants Exited	6	12	18	28
F. Participants Carried Out	26	26	39	46
II. Program Services (Total Participants, Regardless of Funding Source, to Receive)				
A. Youth Services				74
B. Youth Work Experience				15
III. Performance Goals	PY 15-16 State*	Project		
A. Entered Employment or Education Rate	72.0%	72.0%		
B. Attained Degree or Certification	62.0%	62.0%		
C. Literacy / Numeracy Gains	40.5%	40.5%		

BUDGET

The Subrecipient will be reimbursed for youth services program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$400,000 as detailed in Attachment 1.

Any changes requested for the budget shall be submitted by written request to the City and are subject to City's written approval.

Out-of-School Youth Expenditure Requirement

It is required that a minimum of 89 percent of contract expenditures be for costs related to serving out-of-school youth.

Work Experience Expenditure Requirement

It is required that a minimum of 25 percent of contract expenditures be for costs related to work experience.

Accrued expenditures (not yet paid) must be reported monthly on the Request for Payment.

Matching funds¹ are not required for this Agreement but are encouraged in order to leverage grant funds. They may be reported on the Request for Payment. Documentation must be maintained for matching fund expenditures reported.

METHOD OF PAYMENT

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 10th of the month following the month for which reimbursement is being requested.

Expenditures for in-school and out-of-school youth must be tracked and reported separately.

Documentation of all expenditures consisting of general ledger printouts and supporting documentation of cost allocation must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

¹ The definition of cash match is a contribution of funds made available to the contractor, to be used specifically for these project activities and consistent with the allowable activities of the fund source. The contractor has control over and disburses these funds. Examples include: money received from employers, foundation, private entities, or local governments. The definition of in-kind match is a contribution of non-cash resources used specifically for project activities. Examples include donated personnel, services, or use of equipment or space.

TOTAL YOUTH PROGRAM BUDGET SUMMARY PLAN				
Organization Name: JobTrain				
Project Title : WIOA YOUTH Program PY2015-16				
Term:	7/1/15	through	6/30/16	
Revision Date: 2/1/16				
I. Expenditures:				
A. Staff Salaries				138,711
B. Number of full-time equivalents:	3.6			
C. Staff Benefits				40,226
D. Staff Benefit Rate (percent)	29.0%			
E. Staff Travel				2,000
F. Operating Expenses				26,563
G. Leases				-
G. Equipment (not permitted)				
H. Work Experience (attach detailed Description)				100,000
I. Supportive Services				7,000
J. Other Contractual (attach detailed description)				-
K. Indirect Costs				-
L. Indirect Cost Rate (percent)				-
M. Name of Cognizant Agency:				-
N. Other (describe): Vocational Training				85,500
O. Total				400,000
II. Quarterly Expenditures:				
	Work Experience	Operating	Total	Cumulative
Q1	25,000	75,000	100,000	100,000
Q2	25,000	75,000	100,000	200,000
Q3	25,000	75,000	100,000	300,000
Q4	25,000	75,000	100,000	400,000
Total	100,000	300,000	400,000	

IN-SCHOOL					BUDGET SUMMARY PLAN				
Organization Name: JobTrain									
Project Title : WIOA YOUTH Program PY2015-16									
Term:	7/1/15	through	6/30/16						
Revision Date:	2/1/16								
I. Expenditures:									
A. Staff Salaries					10,583				
B. Number of full-time equivalents:				0.2					
C. Staff Benefits					3,069				
D. Staff Benefit Rate (percent)				29.0%					
E. Staff Travel					350				
F. Operating Expenses					6,363				
G. Leases									
Equipment - need to request permission									
H. Work Experience (attach detailed Description)					21,526				
I. Supportive Services					700				
J. Other Contractual (attach detailed description)									
K. Indirect Costs									
L. Indirect Cost Rate (percent)									
M. Name of Cognizant Agency:									
N. Other (describe): Vocational Training					-				
O. Total					42,590				
II. Quarterly Expenditures:									
	Work Experience	Operating	Total	Cumulative					
Q1	5,381	5,266	10,648	10,648					
Q2	5,381	5,266	10,648	21,295					
Q3	5,381	5,266	10,648	31,943					
Q4	5,381	5,266	10,648	42,590					
Total	21,526	21,065	42,590						

OUT OF SCHOOL		BUDGET SUMMARY PLAN			
Organization Name: JobTrain					
Project Title : WIOA YOUTH Program PY2015-16					
Term:	7/1/15	through	6/30/16		
Revision Date:	2/1/16				
I. Expenditures:					
A. Staff Salaries			128,128		
B. Number of full-time equivalents:	3.4				
C. Staff Benefits			37,157		
D. Staff Benefit Rate (percent)	29.0%				
E. Staff Travel			1,650		
F. Operating Expenses			20,200		
G. Leases					
G. Equipment (not permitted)					
H. Work Experience (attach detailed Description)			78,474		
I. Supportive Services			6,300		
J. Other Contractual (attach detailed description)					
K. Indirect Costs					
L. Indirect Cost Rate (percent)			-		
M. Name of Cognizant Agency:			-		
N. Other (describe): Vocational Training			85,500		
O. Total			357,410		
II. Quarterly Expenditures:					
	Work Experience	Operating	Total		Cumulative
Q1	19,619	69,734	89,352		89,352
Q2	19,619	69,734	89,352		178,705
Q3	19,619	69,734	89,352		268,057
Q4	19,619	69,734	89,352	357,410	
Total	78,474	278,935	357,410		

Original to:

____ City Clerk
____ NOVA
____ JobTrain

AGREEMENT BETWEEN
CITY OF SUNNYVALE AND JOBTAIN
FOR YOUTH WORKFORCE DEVELOPMENT SERVICES

This Agreement is made on the ____ day of June, 2015 between the City of Sunnyvale, a California municipal corporation (hereinafter referred to as "City"), on behalf of the NOVA Workforce Board, and **JobTrain**, a 501(c)(3) nonprofit educational and training institution (hereinafter referred to as "Subrecipient" or "JobTrain").

Whereas, City has applied for and been granted funds from the State of California to provide workforce development services to youth eligible under the Workforce Innovation and Opportunity Act Title I; and

Whereas, under this Agreement, Subrecipient is participating in the operation of such youth services as a subrecipient of funds; and

Whereas, City and Subrecipient are required to execute an Agreement wherein they agree to adhere to and comply with the conditions and requirements established for use of the funds of this grant;

Now, therefore, it is agreed:

1. Terms and Conditions: Subrecipient agrees to provide employment and training services and to comply with other requirements in accordance with the following:

- (a) Program Design and Standards – Exhibit A;
- (b) Special Provisions – Exhibit B;
- (c) Assurances and Certifications – Exhibit C;

- (d) Budget and Method of Payment – Exhibit D;
- (e) Request for Payment – Exhibit E; and
- (f) State of California and Department of Labor guidelines, as they now exist are or hereinafter amended.

The above-referenced Attachments and Exhibits are incorporated by reference as though fully set forth herein.

- 2. Term of Agreement: July 1, 2015 through June 30, 2016
- 3. Funding Limit: \$350,000
- 4. Agreement Number: 002-301-16
- 5. State of California Subgrant No.: K698377
- 6. CFDA #: 17.259

The parties, by and through their authorized representatives as indicated below, hereby acknowledge and agree to the terms and conditions of this **Agreement**.

CITY OF SUNNYVALE**JOBTRAIN**

BY: _____

BY: _____

NAME: **Deanna J. Santana**NAME: **Nora Sobolov**TITLE: **City Manager**TITLE: **Executive Director**

PROGRAM DESIGN AND STANDARDS

I. PROGRAM DESIGN

A. **PROJECT OVERVIEW:** The following is a programmatic description of what will be accomplished during the contract period.

The Workforce Innovation and Opportunity Act (WIOA) affirms the Department of Labor's commitment to providing high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education.

Per WIOA, the design framework services of local youth programs must provide an objective assessment of the academic and occupational skill levels and service needs of each participant, including a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs, for the purpose of identifying appropriate services and career pathways for participants and informing the individual service strategy.

Youth programs must provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential; preparation for postsecondary educational and training opportunities; strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials; preparation for unsubsidized employment opportunities, in appropriate cases; and effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

This Agreement is to operate a WIOA Title I Youth program to serve WIOA-eligible in- and out-of-school youth ages 14–24 residing or attending school in San Mateo County.

Eligibility

Out-of-School Youth

An out-of-school youth (OSY) is an individual who is: ☐ (a) Not attending any school (as defined under State law); ☐ (b) Not younger than 16 or older than age 24 at time of enrollment; and (c) One or more of the following:

- ☐ (1) A school dropout
- ☐ (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
- (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner.
- (4) An individual who is subject to the juvenile or adult justice system.
- (5) A homeless individual, a runaway, in foster care or has aged out of the foster care system.

- (6) An individual who is pregnant or parenting. ☐
- (7) An individual with a disability.
- ☐ (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. (WIOA secs. 3(46) and 129(a)(1)(B))
- (9) Other barriers as defined in NOVA's *WIOA Eligibility Technical Assistance Guide*.

In-School Youth

An in-school youth (ISY) is an individual who is: ☐ (a) Attending school (as defined by State law), including secondary and post-secondary school; ☐ (b) Not younger than age 14 or older than age 21 at time of enrollment; (c) A low-income individual; and (d) One or more of the following:

- (1) Basic skills deficient.
- (2) An English language learner.
- (3) An offender.
- (4) A homeless individual, a runaway, in foster care or has aged out of the foster care system.
- (5) An individual who is pregnant or parenting.
- (6) An individual with a disability.
- (7) An individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. (WIOA secs. 3(27) and 129(a)(1)(C))
- (8) Other barriers as defined in NOVA's *WIOA Eligibility Technical Assistance Guide*.

JobTrain is responsible for the recruitment of sufficient numbers of eligible youth to meet its enrollment obligations. JobTrain files will be reviewed and approved by NOVA staff to ensure that eligibility has been completed according to WIOA regulations.

B. SCOPE OF SERVICES

Subrecipient is responsible for providing comprehensive services and activities to participants. In accordance with WIOA regulations, services and activities must include but are not limited to the following:

- **Youth outreach/recruitment** – JobTrain staff will conduct outreach to the community to promote program services and ensure enrollment obligations are met.
- **Objective assessment of the academic and occupational skill levels and service needs of each participant** – Using approved assessment tools, JobTrain staff will complete an assessment of needs for each youth and create an individualized service strategy.
- **One-on-one case management, including development and ongoing implementation of an individualized service strategy directly linked to one or more of the performance indicators¹** – JobTrain staff will meet regularly with each youth to develop

¹ The WIA performance measures, which will remain in effect through PY 15-16, include 1) Placement in employment or education; 2) Attainment of a degree or certificate; and 3) Literacy and Numeracy Gains. The WIOA performance measures take effect 7/1/16 and include: 1) Placement in employment/training or education (Q2 and Q4 after exit); 2) Median earnings, 3) Credential rate, and 4) Measurable skills gain. Guidance will be provided to Subrecipient on these measures.

and implement an individualized service strategy. Frequency of meetings will depend upon level of need and time in the program, but at no time shall there be a break in service of greater than 30 days. Each contact will be documented in the appropriate database(s).

- **Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential.**
- **Preparation for postsecondary educational and training opportunities.**
- **Strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.**
- **Preparation for unsubsidized employment opportunities, in appropriate cases.**
- **Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.**
- **Follow-up services** – Follow-up services must be provided for a minimum of 12 months following a youth’s exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training. The types of services provided and the duration of services must be determined based on the needs of the individual and therefore, the type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than only a contact attempted or made for securing documentation in order to report a performance outcome.
- **Maintenance of records, data entry and report preparation as required in the approved WIOA automated case management system** – JobTrain will comply with data submission requirements. JobTrain will maintain each youth’s working file in a safe and confidential location until the youth is exited from the program, at which time the file will be given to NOVA. NOVA will maintain the original MIS/eligibility file.

Required Program Elements

Additionally, WIOA regulations require the following 14 services be readily available to eligible youth. JobTrain will address all of the required program elements, as shown below. Elements not provided directly by JobTrain will state below with whom JobTrain will partner to provide the service, and how the youth will access the service. The required program elements (WIOA section 129(c)(2)) are:

Tutoring, study skills training, instruction, drop-out prevention, etc.	JobTrain provides tutoring, study skills, etc: <ul style="list-style-type: none"> • JobTrain’s GED instructor and/or trained volunteers provide tutoring and study skills training for students who are basic skills deficient or need extra support in their vocational training; GED is also provided. Students are referred by their counselor; • Vocational program specific instruction is done by the instructor of the course; • Drop-out prevention is the responsibility of the program counselor
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Alternative secondary school offerings	<p>JobTrain offers:</p> <ul style="list-style-type: none"> • Day and evening GED and ASE programs • ESL classes • STAT, where students can earn high school credits by participating in classes such as culinary arts or Student Conservation Association (SCA)
Paid and unpaid work experience: Summer employment, internships, externships, pre-apprenticeship programs, on-the-job training, etc.	<p>JobTrain will continue to partner with OEPA for summer employment opportunities and make direct referrals. JobTrain provides externship and internship opportunities to its students, across all programs, and has relationships with employers. Job developers will assist and place students in employment, paid or unpaid. Some programs, such as JobTrain's Laborers program, are pre-apprenticeship programs that leads into a union apprenticeship. JobTrain will continue to make direct referrals to Jobs for Youth and Student Conservation Association.</p>
Occupational skills training	<p>JobTrain provides seven short-term, in-demand, vocational training courses in relevant industry sectors:</p> <ul style="list-style-type: none"> • Professional Health Care Worker • Medical Assistant • Computer Coding • Project Build • Laborers • Culinary Arts • Business Administration <p>Students earn a certificate of completion from JobTrain. If JobTrain does not provide a training, then they will refer to an external provider (e.g. truck driving).</p>
Education offered concurrently with workforce preparation activities	<p>JobTrain provides GED prep and basic skills brush-up. A student can enroll concurrently in a GED class while taking a vocational training course at JobTrain. Students can also be referred to Canada College or Sequoia Adult school.</p>
Leadership development opportunities	<p>JobTrain provides a STAT program for ISY; other referral partners include: Live in Peace (East Palo Alto), OEPA (East Palo Alto), and Student Conservation Association, located at JobTrain. Students are referred directly.</p>

Supportive services	JobTrain provides supportive services, such as transportation, testing fees, and childcare. JobTrain also has a Single Stop resource center, on-site, where students can be referred.
Adult mentoring	JobTrain’s counselors, job developers, and instructors guide and mentor our youth; we also refer to Free at Last mentoring program, OEPA- Youth EPA, and Live n Peace.
Follow-up services	Follow up services are embedded in JobTrain’s programs. Counselors and job developers provide follow-up services to all their clients.
Comprehensive guidance and counseling	JobTrain counselors and job developers provide comprehensive guidance and counseling. Referrals are made to outside sources if needed.
Financial literacy education	JobTrain provides Essential Skills workshops that host corporate bank sponsors that provide financial literacy education. For more personal attention, students can be referred to JobTrain’s Single Stop, which provides one-on-one financial counseling.
Entrepreneurial skills training	JobTrain partners with Renaissance Center, which helps with the creation of sustainable new businesses, and offers evening classes at JobTrain.
Services that provide labor market and employment information	JobTrain’s One Stop provides employment services and information to our clients. JobTrain also host job fairs that are spearheaded by local employers. These local employers also conduct presentations that have been embedded in each JobTrain course curriculum.
Activities that help youth prepare for and transition to post-secondary education and training	JobTrain has partnered with post-secondary institutions, such as Canada College and Sequoia Adult School, to establish career pathways and stackable credits. Students may gain these college credits in some of our programs through the articulation agreements between JobTrain and said post-secondary institutions.

Services Required for Specific Populations

In addition to services listed above which Subrecipient will provide to ALL youth, the following services will be provided by Subrecipient for the populations defined below.

Out-of-School Youth

It is required that a minimum of 93 percent of contract expenditures, be for costs related to serving out-of-school youth (see Exhibit D, Budget). Note that it is expected that

expenditures reported for serving out-of-school youth are reasonable given the proportion of out-of-school youth served.

Services for Out-of-School Youth will include the following:

- Coordination of a comprehensive service plan to support dropouts in re-engaging in the process of attaining their high school diploma or equivalent.
- Development of an educational and/or career development plan, leading toward economic self-sufficiency.
- Broad-spectrum career exploration, incorporating introduction to in-demand careers and career pathways, and educational options, including linkages to career technical education and apprenticeship programs.
- Job search skills curriculum, including networking, interviewing, resume writing and financial literacy.
- Instruction on the soft skills and attitudes necessary to retain employment.
- Opportunities for participation in hands-on work-based learning opportunities, such as internships, subsidized work experience and job shadowing. **Note that at least 25% of total contract funds must be expended on work experience. Youth wages as well as staffing costs for the development and management of work experiences will be included in this 25%.**

In-School Youth

Services for In-School Youth will include the following:

- Coordination of a comprehensive service plan to support youth in attaining their high school diploma or equivalent.
- Broad-spectrum career exploration, incorporating introduction to in-demand careers and career pathways, and educational options, including public sector career development and linkages to career technical education and apprenticeship programs.
- Development of a post high school educational and career development plan.
- Job search skills curriculum, including networking, interviewing, resume writing and financial literacy.
- Instruction on the soft skills and attitudes necessary to retain employment.
- Initiation of new, and maintenance of existing active relationships with high schools across the service delivery area, including presence on campuses for the purpose of outreach, recruitment and providing coordinated services to enrolled youth. May include giving presentations and coordinating/assisting with on-campus job fairs.

- Opportunities for participation in hands-on work-based learning opportunities, such as internships, subsidized work experience and job shadowing. **Note that at least 25% of total contract funds must be expended on work experience. Youth wages as well as staffing costs for the development and management of work experiences will be included in this 25%.**

Youth Incentives

WIOA allows for payments of incentives to youth who have achieved established goals as a result of program participation. Subrecipient will adhere to NOVA's *WIOA Youth Incentives Policy* for criteria for award of incentives.

B. PROJECT RESULTS:

JobTrain will enroll 45 new youth over the term of this Agreement, and will also continue to serve an estimated 39 youth to be carried in from the PY 14–15 contract with the County of San Mateo. The participant plan and performance goals and outcomes that apply to this Agreement are included in Attachment 1.

JobTrain shall endeavor to meet the goals to the best of its ability. NOVA shall review progress toward goals on a regular basis, and inadequate progress may result in reduced funding and/or the termination of this Agreement, as specified in Special Provisions Section 17.

NOVA will perform on-site fiscal and performance monitoring of Subrecipient at least once during the term of this Agreement, in accordance with NOVA's *Monitoring of WIOA Programs* policy and procedures (provided to JobTrain). Any items noted for corrective action must be addressed on a timely basis, as per the policy. NOVA will provide ongoing technical assistance as necessary to accomplish the goals of this project.

II. REPORTING AND DATA COLLECTION REQUIREMENTS

A. JobTrain Responsibilities

Beginning July 1, 2015, all JobTrain WIA and WIOA participant electronic records will no longer be entered into CalJOBS. Records will be entered and maintained in NOVA's Information Management System known as CISRS.

JobTrain staff will enter the following data in CISRS:

- 1) Incomplete WIOA applications
- 2) Completed WIOA applications
- 3) Universal Services activity codes
- 4) Universal case notes
- 5) Service case notes

6) No service case notes

On a weekly basis, JobTrain staff will provide all original eligibility documents for each completed application to NOVA for review and approval. NOVA will keep these files on site. After NOVA has approved an applicant's eligibility, JobTrain staff will enter service notes and provide NOVA with dates of WIOA services provided. NOVA staff will enroll applicant into a WIOA grant code and the activities documented by JobTrain.

Upon completion of services, JobTrain will forward a participant's working file to NOVA. JobTrain will provide NOVA with a monthly performance narrative in a mutually agreed-upon format.

B. NOVA Responsibilities

NOVA will review all eligibility documents and approve enrollments. NOVA staff will complete all entries into CISRS other than those indicated above, including:

- 1) Enrollment into grant code(s)
- 2) Career Services activity codes
- 3) Closures

NOVA will maintain the original MIS/eligibility file for each participant.

III. PROGRAM COORDINATION

1. NOVA's Manager of Job Seeker Services, or her designee, shall be the Program Manager for the City and shall render overall supervision of the progress and performance of this Agreement by City. All services agreed to be performed by City shall be under the overall direction of the Program Manager.
2. Subrecipient shall assign a Coordinator who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Coordinator, Subrecipient shall notify City immediately of such occurrence. Program Manager and Subrecipient staff will fully cooperate with City relating to this Agreement.

IV. NOTICES

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

City: Cindy Stahl, Manager of Job Seeker Services
NOVA
505 West Olive Ave., Suite 550
Sunnyvale, CA 94086
Telephone: (408) 730-7236

Email: cstahl@novaworks.org

Subrecipient: Nora Sobolov, Executive Director
JobTrain
1200 O'Brien Drive
Menlo Park, CA 94025
Telephone: (650) 330-6400
Email: nsobolov@jobtrainworks.org

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first class mail through the United States Postal Service.

TOTAL YOUTH		PARTICIPANT PLAN		
Applicant Name:		JobTrain		
Program Title :		WIOA YOUTH Program PY2015-16		
Term:	7/1/15	through	6/30/16	
Revision Date:	5/14/15			
I. Quarterly Participation (Cumulative)				
A. Quarter End Date (MM/YY)	9/15	12/15	3/16	6/16
B. Participants Carried In	39	39	39	39
C. New Participants	17	23	37	45
D. Total Participants (B+C)	56	62	76	84
E. Participants Exited	32	39	48	57
F. Participants Carried Out	24	23	28	27
II. Program Services (Total Participants, Regardless of Funding Source, to Receive)				
A. Youth Services				84
B. Youth Work Experience				20
III. Performance Goals	PY 14-15 SM LWIA	Project		
A. Entered Employment or Education Rate	72.0%	72.0%		
B. Attained Degree or Certification	62.0%	62.0%		
C. Literacy / Numeracy Gains	40.5%	40.5%		

IN-SCHOOL YOUTH PARTICIPANT PLAN				
Organization Name: JobTrain				
Program Title : WIOA YOUTH Program PY2015-16				
Term:	7/1/15	through	6/30/16	
Revision Date:	14-May			
I. Quarterly Participation (Cumulative)				
A. Quarter End Date (MM/YY)	9/15	12/15	3/16	6/16
B. Participants Carried In	17	17	17	17
C. New Participants	5	5	5	5
D. Total Participants (B+C)	22	22	22	22
E. Participants Exited	12	14	18	22
F. Participants Carried Out	10	8	4	0
II. Program Services (Total Participants, Regardless of Funding Source, to Receive)				
A. Youth Services				22
B. Youth Work Experience				5
III. Performance Goals	PY 14-15 SM LWIA	Project		
A. Entered Employment or Education Rate	72.0%	72.0%		
B. Attained Degree or Certification	62.0%	62.0%		
C. Literacy / Numeracy Gains	40.5%	40.5%		

OUT-OF-SCHOOL YOUTH PARTICIPANT PLAN				
Organization Name: JobTrain				
Program Title : WIOA YOUTH Program PY2015-16				
Term:	7/1/15	through	6/30/16	
Revision Date:	5/14/15			
I. Quarterly Participation (Cumulative)				
A. Quarter End Date (MM/YY)	9/15	12/15	3/16	6/16
B. Participants Carried In	22	22	22	22
C. New Participants	12	18	32	40
D. Total Participants (B+C)	34	40	54	62
E. Participants Exited	20	25	30	35
F. Participants Carried Out	14	15	24	27
II. Program Services (Total Participants, Regardless of Funding Source, to Receive)				
A. Youth Services				62
B. Youth Work Experience				15
III. Performance Goals	PY 14-15 SM LWIA	Project		
A. Entered Employment or Education Rate	72.0%	72.0%		
B. Attained Degree or Certification	62.0%	62.0%		
C. Literacy / Numeracy Gains	40.5%	40.5%		

SPECIAL PROVISIONS

S1 INSUFFICIENT FUNDING

In the event that the U.S. Department of Labor or the Governor of the State of California fails to provide sufficient funding for implementation of the entire services as set forth herein, the amount set forth in this Agreement shall be reduced and the program shall be reduced proportionately.

S2 ENTIRE AGREEMENT

This Agreement, its attachments and references cited herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms of this Agreement, and no other Agreements of the parties or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement duly approved and executed by the parties' authorized representative(s).

S3 PROCEDURE TO MODIFY THE AGREEMENT

Subrecipient shall submit its request for changes in writing to the City's Program Manager as identified in Exhibit A. Such modification requests must include a summary of the proposed revisions and justification for each.

S4 INDEMNIFICATION

Subrecipient shall defend, indemnify, and hold harmless City, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subrecipient, or its officers, employees, agents or representatives. Subrecipient further agrees to reimburse City for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subrecipient to be performed under this Agreement or arising from any negligence or willful misconduct of Subrecipient, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subrecipient and City for third-party claims in accordance with applicable provisions of California law. City shall notify Subrecipient of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subrecipient's obligations under this Section.

S5 LEGAL RELATIONSHIP

- 5.1 It is understood and agreed that Subrecipient is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Subrecipient shall not be entitled to any benefits available to employees of City; that City is not required to make any deductions from the compensation payable to Subrecipient under the provisions of this Agreement; that as an independent contractor, Subrecipient thereby holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that Subrecipient has no authority to act for or on behalf of City other than acting as Subrecipient in carrying out and performing the terms of the Agreement.
- 5.2 The Federal Government and the State of California are not parties hereto and no legal liability on the part of the federal or state government is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes as may arise under this Agreement are between the City and Subrecipient.
- 5.3 All powers not explicitly vested in the Subrecipient by this Agreement remain with City.
- 5.4 Subrecipient, without additional expense to City, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, (including OSHA) state and municipal laws, codes and regulations. Subrecipient shall be similarly responsible for all damages to persons or property that occur as a result of Subrecipient fault or negligence. Subrecipient shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place Subrecipient in default of the terms of this Agreement.
- 5.5 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 5.6 In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the Subrecipient. The making of any such payment shall not prejudice any right or remedy available to City with respect to such breach or default.
- 5.7 In no event shall a waiver by City of any of the provisions herein invalidate the remainder of the Agreement.

S6 CONFLICT OF INTEREST

Subrecipient shall maintain a written code of standards. The Subrecipient will insure that no actual or apparent conflict of interest shall occur relative to the performance of this Agreement.

S7 PERSONNEL

- 7.1 Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with City.
- 7.2 All of the services hereunder will be performed by Subrecipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

S8 INTELLECTUAL PROPERTY

8.1 Federal Funding

If this Agreement is funded in whole or in part by the federal government, City may acquire and maintain the intellectual property rights, title, and ownership which result directly or indirectly from the Agreement, except as provided in 37 CFR Part 401.14. However, pursuant to *Uniform Guidance* 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual property in any manner for governmental purposes and to permit others to do so.

8.2 Ownership

a. Except where City has agreed in a signed writing to accept a license, City shall be and remain without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement.

b. For the purposes of this Agreement, intellectual property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, oral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, goodwill, any data or information maintained, collected or stored in the ordinary course of business by City, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(1) For the purposes of the definition of intellectual property, "works" means all literary works, writings and printer matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sounds recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of

expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include article submitted to peer review or reference journals or independent research projects.

- c. In the performance of this Agreement, Subrecipient may exercise and utilize certain of its intellectual property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subrecipient may access and utilize certain of City's intellectual property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subrecipient shall now use any of City's intellectual property now existing or hereafter existing for any purposes without the prior written permission of City. Except as otherwise set forth herein, neither the Subrecipient nor City shall give any ownership interest or rights to its intellectual property to the other party. If, during the term of this Agreement, Subrecipient accesses any third-party intellectual property that is licensed to City, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to City in the third party's license agreement.
- d. Subrecipient agrees to cooperate with City in establishing or maintaining City's exclusive rights in the intellectual property and to assure City's sole rights against third parties with respect to the intellectual property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this Agreement (other than for customized or on-the-job training), Subrecipient shall require the terms of the agreement(s) to include all intellectual property provisions of this Agreement.
- e. Subrecipient further agrees to assist and cooperate with City in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's intellectual property rights and interests.

8.3 Retained Rights/License Rights

- a. Except for intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement, Subrecipient shall retain title to all of its intellectual property to the extent such intellectual property is in existence prior to the effective date of this Agreement. Subrecipient hereby grants to City, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's intellectual property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the intellectual property as set forth herein.
- b. Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other intellectual property rights of City or third party, or result in a breach or default of any provisions of this section of Agreement or result in a breach of any provisions of law relating to confidentiality.

8.4 Copyright

a. Subrecipient agrees that for purposes of copyright law, all works of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this Agreement shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this Agreement will be a "work made for hire." Subrecipient shall enter into a written Agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to City to any work product made, conceived, derived from, or reduced to practice by Subrecipient or City and which results directly or indirectly from this Agreement.

b. All materials, including but not limited to computer software and visual works or text, reproduced or distributed pursuant to this Agreement that include intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City.

8.5 Patent Rights

With respect to inventions made by Subrecipient in the performance of this Agreement, which did not result from research and development specifically included in Subrecipient's scope of work, Subrecipient hereby grants to City a license for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Subrecipient's scope of work, then Subrecipient agrees to assign to City, without additional compensation, all its right, title, and interest in and to such inventions and to assist City in securing United States and foreign patents with respect thereto.

8.6 Third-Party Intellectual Property

Except as provided herein, Subrecipient agrees that its performance of this Agreement shall not be dependent upon or include any intellectual property of Subrecipient or third party without first: 1) obtaining City's prior written approval; and 2) granting to obtaining for City, without additional compensation, a license of any of Subrecipient's or third-party's intellectual property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City determines that the intellectual property should be included in or is required for Subrecipient's performance of the Agreement, Subrecipient shall obtain a license under terms acceptable to City.

8.7 Warranties

a. Subrecipient represents and warrants that:

- 1) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- 2) Neither Subrecipient's performance of this Agreement, nor the exercise by either party of the rights grant in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the intellectual property made, conceived, derived from,

or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement will infringe upon or violate any intellectual property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by any state, the United States, or any foreign country.

- 3) Neither Subrecipient's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - 4) It has secured and will secure all rights and licenses necessary for intellectual property including but not limited to consents, waivers or releases from all authors of music or performances used, and talent (radio, televisions and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - 5) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights grant to City in this Agreement.
 - 6) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - 7) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipient's performance of this Agreement.
- b. City makes no warranty that the intellectual property resulting from this Agreement does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.

8.8 Intellectual Property Indemnity

a. Subrecipient shall indemnify, defend and hold harmless City and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with to any thereof), whether or not rightful, arising from any and all actions of claims by any third party or expenses related thereto (including but not limited to all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action or proceeding commenced or threatened) to which any of the Indemnities may be subject, whether or not Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to intellectual property; or (ii) any intellectual property infringement, or any other type of actual or alleged infringement claim, arising out of City's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City reserves the right to

participate in and/or control, at Subrecipient's expense, any such infringement action brought against City.

b. Should any intellectual property license by the Subrecipient to City under this Agreement become the subject of an intellectual property infringement claim, Subrecipient will exercise its authority reasonably and in good faith to preserve City's right to use the licensed intellectual property in accordance with this Agreement at no expense to City. City shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for City to continue using the license intellectual property or replace or modify the licensed intellectual property so that the replaced or modified intellectual property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed intellectual property. If such remedies are not reasonably available, City may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation or any other rights and remedies available at law or in equity.

c. Subrecipient agrees that damages alone would be inadequate to compensate City for breach of any term of these intellectual property provisions of this Section by Subrecipient. Subrecipient acknowledges City would suffer irreparable harm in the event of such breach and agrees City shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or imitation of any other rights and remedies available at law or in equity.

8.9 Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule

S9 SUBCONTRACTING/ASSIGNMENT

9.1 Subrecipient's duties under this Agreement shall not be delegated by Subrecipient nor shall any of the work or services to be performed hereunder be subcontracted out to third parties without the prior, written consent of the City. Third-party subcontractors identified in this Agreement shall be deemed to have been approved by City. Subrecipient shall perform oversight of such third-party subcontractors to ensure compliance with WIOA regulations, including requirements related to confidentiality, records retention, allowable costs, and other requirements applicable to this program.

S10 COMPLAINTS/GRIEVANCES

Subrecipient shall follow the City's policies and procedures for resolving any complaints and/or grievances arising in connection with an alleged violation of the grant, or other Agreements.

S11 PUBLIC ACCESS TO RECORDS

As a condition of receiving WIOA (Workforce Innovation and Opportunity Act) funds, the independent auditor or monitor of the City, the State of California Employment Development Department auditors, investigators, and monitors, and the Department of Labor, Comptroller General of the United States or their duly authorized representatives shall at all times during the Agreement term and for a period of three years thereafter have the right of access to any books, documents, papers, financial statements and records (including computer records) of the Subrecipient which are directly pertinent to charges under this Agreement to assure compliance with the terms of the Agreement and the WIOA statutes, regulations, and directives, and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel with knowledge of the records and financial statements for the purpose of interviews and discussions related to documents and services provided under this Agreement.

S12 INSURANCE AND BONDS

Subrecipient shall procure and maintain insurance for the duration of the contract 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 Subrecipient, its agents, representatives, or employees.

12.1 Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation Statutory Limits and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

12.2 Deductibles and Self-Insured Retentions

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

12.3 Other Insurance Provisions

The general liability and automobile insurance policies 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 Subrecipient; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; or automobiles owned, leased, hired or borrowed by the Subrecipient. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Subrecipient'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 Subrecipient's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

12.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

12.5 Verification of Coverage

Subrecipient shall furnish the City of Sunnyvale with an original 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.

The City will accept evidence of self-insurance from the Subrecipient that meets the above requirements.

12.6 Fidelity Bonds

If cash advances are part of the contract, a fidelity bond is required in an amount of \$100,000 or the highest estimated monthly expenditure, whichever is lower, covering any

and all of City's officers and employees involved in the performance of the contract.

S13 FISCAL AND RECORDKEEPING RESPONSIBILITIES

- 13.1 Subrecipient shall comply with OMB CFR Chapter II, Part 200, et al., *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule* and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al. and as hereafter amended relating to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 13.2 Subrecipient shall maintain adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the safe and effective use of funds provided by this Agreement.
- 13.3 Subrecipient shall submit reports of fiscal data in accordance with City's policies and procedures. For cost reimbursement Agreements, fiscal accounts shall be maintained in a manner sufficient to permit preparation of expense reports on an accrual basis as required by City and DOL. Such financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Subrecipient shall maintain a cost allocation plan for distribution of shared costs. Fiscal records must provide a clear audit trail.
- 13.4 Subrecipient shall separately account for WIOA funds on deposit. All funding under this agreement will be made by check or wire transfer for deposit in Subrecipient's bank account.
- 13.5 Under this Agreement Subrecipient shall use funds allocated exclusively for costs related to employment and training services as defined in Exhibit A, Program Design and Standards.
- 13.6 Subrecipient shall not be allowed to recover costs incurred before and after the effective dates of this Agreement.
- 13.7 All records pertaining to this Agreement shall be retained for five (5) years from the date of City's final expenditure report except when audit has not been completed or audit findings have not been resolved. In such cases, the pertinent records must be maintained until audit is completed and audit findings resolved. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- 13.8 For any Agreement in which unexpended funds resulting from cash advances remain upon completion or termination of this Agreement, Subrecipient shall return such funds to the City within sixty (60) days of the termination of Agreement.
- 13.9 Subrecipient shall account for any income received deemed as Program Income and utilize said income in accordance with that same section. For public or private non-profit agencies, this shall include any revenues in excess of costs. These funds may be retained

by the Subrecipient to underwrite additional training or training related services pursuant to the Agreement and/or grant which generated them as approved by City; or the funds shall be returned to City. Fiscal records must provide a clear audit trail for expenditures incurred and costs relative to additional training or services to be provided by appropriate cost category.

S14 PROPERTY MANAGEMENT

- 14.1 The Subrecipient must obtain City's approval prior to charging this Agreement for any portion of the cost of the following:
- The purchase of property with a per-unit single cost totaling \$5,000 or more.
 - The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve-month period.
- The Subrecipient shall consult with the City prior to disposing of equipment purchased with WIOA funds.
- 14.2 The Subrecipient shall allow the City to make on-site verification that authorized non-expendable property has been purchased and is being used for the purposes of this Agreement. Subrecipient must maintain accurate inventory records of all equipment purchased with federal funds.
- 14.3 Subrecipient shall maintain an audit trail showing the acquisition and disposition of all non-expendable property. Such records shall be retained for a period of three (3) years after the final disposition of the property.
- 14.4 Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

S15 RIGHT TO REALLOCATE FUNDS

- 15.1 City will monitor Subrecipient's expenditures monthly under this Agreement and may reallocate funds in the event Subrecipient is not making adequate progress toward budget goals, per Exhibit D of this Agreement.
- 15.2 City will provide Subrecipient with no less than ten (10) days written notification of its intent to reallocate funds. Subrecipient shall have opportunity to respond and offer any views and recommendations within the ten (10) day notification period. City is not bound to accept Subrecipient's views and/or recommendations with respect to the intended reallocation.

S16 REPORTS

- 16.1 Subrecipient shall prepare and submit all required documents and reports as specified by the City. In addition, special reports necessary for program operation and evaluation may be required.

- 16.2 Subrecipient shall submit a monthly performance report, within 10 days of the end of a month, to City. This report shall reflect current performance to plan information, note any areas of concern or problems, and include any other information as appropriate to the performance of the services under this Agreement.

S17 TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part under the following circumstances:

17.1 Termination for Convenience

In the event that either the Subrecipient or the City determines that continuation of this Contract would not be in its best interests, this Agreement may be terminated in whole or in part by either party. Termination shall be effected by delivery to the Subrecipient or City of a Notice of Termination. Such notice shall be delivered a minimum of 30 days prior to the effective date of termination, which shall be specified in the notice. Subrecipient shall be compensated pursuant to the terms of this Agreement for all funds earned up to the point of termination.

17.2 Termination for Cause

City may terminate this Agreement when it has determined that Subrecipient has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. City will notify the Subrecipient of such unsatisfactory performance in writing. Subrecipient will have ten (10) days to correct the deficiencies or the Agreement terminates. In the event of such termination, City shall be liable for payment only for such services as were satisfactorily rendered prior to the effective date of the termination.

17.3 Insufficient Funding

Under conditions of reduced funding, the City reserves the right to immediately terminate this Agreement.

S18 SUSPENSION OF FUNDS

City may suspend payments to Subrecipient under the following circumstances:

- 18.1 Failure to comply in any respect with either the terms and/or conditions of this Agreement.
- 18.2 Submittal by Subrecipient of reports which are incorrect or incomplete in any substantial and material respect.
- 18.3 Failure of Subrecipient to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by DOL or the State at any time.

S19 WITHHOLDING OF PAYMENTS/REIMBURSEMENTS

Notwithstanding any other provision of this Agreement, City may elect not to make a particular payment under this Agreement if:

- 19.1 Subrecipient, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to City;
- 19.2 There is pending litigation with respect to the performance by Subrecipient of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act or assignment for benefit of creditors;
- 19.3 Subrecipient is in default under any provision of this Agreement.

S20 DISPUTES

- 20.1 The Subrecipient agrees to use best efforts to resolve disputes arising from this Agreement by administrative processes and negotiations in lieu of litigation. Subrecipient agrees to continue performance unless impasse declared.
- 20.2 Any dispute concerning a question of fact or the resolution of costs arising under this Agreement which is not settled by informal means shall be decided by the City's Program Manager. A written decision will be mailed or otherwise furnished to the Subrecipient, in accordance with City's procedures.
- 20.3 Subrecipient shall have access to the City's Grievance Procedures for the resolution of any complaints or issues not resolved informally.

S21 DISALLOWED COSTS

Except to the extent that the City determines it will assume liability, Subrecipient will be liable for and will repay to City, or deduct from a future Request for Payment, any amounts expended under this Agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under WIOA. Any such sum shall be deemed delinquent which remains unpaid thirty (30) days following written demand by City for payment.

S22 PAYMENT TO SUBCONTRACTOR

City will pay Subrecipient for the performance of its services and duties as specified in the Agreement. Payment shall be for allowable costs actually incurred by Subrecipient pursuant to the Agreement during its period of performance.

S23 PROGRAM AGENT POLICIES AND PROCEDURES

- 23.1 Subrecipient shall comply with City's policies and procedures, and any directive or other bulletin issued which clarify or modify City policies and procedures.
- 23.2 If the Subrecipient conducts eligibility determination, Subrecipient shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of this condition shall entitle City to recovery of disallowed costs incurred by any ineligible participant.

S24 COORDINATION WITH PROGRAMS UNDER TITLE IV OF THE HIGHER EDUCATION ACT

- 24.1 Education Assistance Programs shall include, but not be limited to, Federal and State Programs such as Pell Grant, Supplemental Educational Opportunity Grant, Work Study program, the Perkins loan, the Family Education Loan, Direct Loan Demonstration, Cal Grant C and Board of Governors Grant.
- 24.2 If the Subrecipient is a recipient of Title IV funding, then the Subrecipient shall institute the following procedures: Subrecipient shall report all financial assistance applications, including but not limited to those for Pell grants, and resultant funds received which cover all or part of the tuition and fees, books and supplies, or trainee support costs relative to all participants enrolled under this Agreement, especially under Title IV of the Higher Education Act. The specific usage of any financial assistance funds must be documented in the participant's training plan and shall be incorporated into this Agreement as appropriate. Any financial assistance funds received by Subrecipient on behalf of participants under this Agreement for the specific purposes of tuition, fees, books, and/or supplies shall be immediately reported to City. If payment for such expenses has already been made by City to Subrecipient, Subrecipient shall reimburse City at the address provided in Section 21, Notices, for the amount of any financial assistance received for the above specific purposes. Participants shall not be required to apply for or access student loans or incur personal debt as a condition of participation.
- 24.3 Subrecipient shall identify all Title IV monies made available to the participant, and inform the City of the amount and disposition of HEA Title IV awards and other types of financial aid given to each participant.
- 24.4 If Pell Grants are utilized, the proper mix of Workforce Innovation and Opportunity Act funds and Pell resources shall be documented.
- 24.5 Subrecipient shall demonstrate its capacity for monitoring and providing necessary reports relative to this section as part of the normal monitoring conducted by the City.

S25 AUDIT REQUIREMENTS

- 25.1 Non-Federal subrecipients that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A133, section 500, except

when they elect to have a program-specific audit conducted in accordance with paragraph (c) section 500. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant Agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular A133, section 235. Subrecipient shall submit a copy of its audit report to the City within 30 days of receipt of the audit report or within nine months of the end of the audit period, whichever is earlier. If this Agreement is for goods or services provided as a contractor, Subrecipient is not subject to these audit requirements.

S26 RECEIPT OF ADDITIONAL FUNDS

Subrecipient shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the City upon receipt of such funds or notification of award of such funds.

S27 ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all legal costs and reasonable attorney's fees incurred in bringing such as action, whether such action is resolved by adjudication, arbitration or settlement.

S28 INCIDENT REPORTING

Subrecipient shall be alert for instances of fraud, abuse, and other criminal activity relative to WIOA-funded activities and services. Any such instances detected shall immediately be reported to City's Manager of Job Seeker Services, or in her absence, City's Manager of Business Operations.

S29 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (note: \$183,300 as of 1/15), except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to contractors providing goods and services as defined in *Uniform Guidance* 2 CFR Part 200 and Part 2900. The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

ASSURANCES AND CERTIFICATIONS

1. The Subrecipient assures and certifies that it will in performing its responsibilities as a subrecipient under this Agreement hereby fully comply with the provisions of:

- **The Workforce Innovation and Opportunity Act of 2014 (WIOA);**
- The Office of Management and Budget (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule*, at 2 Code of Federal Regulations (CFR) Chapter II, Part 200, et al; and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al; and
- All regulations, legislation, directives, policies, procedures and amendments issued pursuant hereto.

Other Requirements:

- All State legislation and regulations to the extent permitted by federal law and all policies, directives, and/or procedures which implement the WIOA.
- The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.

2. **NONDISCRIMINATION**

Subrecipient assures and certifies it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which states that no individual in the United States may, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any WIOA Title I—financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I—funded program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Subrecipient shall also comply with *Uniform Guidance* 2 CFR Part 200 and Part 2900 and all other regulations implementing the laws listed above.

Subrecipient agrees to comply with the Americans with Disabilities Act (ADA) of 1990, as well as all applicable regulations and guidelines issued pursuant to ADA (42 USC 12101 et seq).

Subrecipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

3. CONFIDENTIALITY

The City, State of California, and Subrecipient will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

City and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
 - 1) Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2) Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variable should be recorded in order to protect confidentiality.
 - 3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

- e. The Subrecipient shall notify City's designated data security representative (see below) by telephone of any actual or attempted information security incidents within 24 hours of initial detection. Information security incidents include but are not limited to any event (intentional or unintentional) that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Subrecipient shall cooperate with City in any investigation of security incidents. The system or device affected by an incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Subrecipient must provide notification to individuals pursuant to Civil Code Section 1798.82.
- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include but is not limited to security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of files; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where appropriate) store and process information in electronic format in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k. If the Subrecipient enters into an Agreement with a third party to provide services, Subrecipient agrees to include these data and security and confidentiality requirements in the Agreement with the third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

For the City:

Cindy Stahl, Manager of Job Seeker Services, (408) 730-7236

For the Subrecipient:

(insert name, title, phone number)

4. Subrecipient makes the following further assurances and certifications:
 - a. Subrecipient certifies, by executing this Agreement, that neither it nor its principals are listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). The list in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
 - b. Subrecipient, by signing this Agreement, does swear under penalty of perjury that it has not failed to satisfy any major condition in a current or previous agreement with the Department of Labor, State of California, or City and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
 - c. Subrecipient certifies, by executing this Agreement, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355) and will provide a drug-free workplace by taking the following actions:
 - 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (c) any available counseling, rehabilitation, and employee assistance programs;
 - and
 - (d) penalties that may be imposed upon employees for drug abuse violations.
 - 3) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed Agreement:
 - (a) will receive a copy of the Subrecipient's drug-free statement; and
 - (b) will agree to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.
 - d. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), which provides

for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

- e. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees as appropriate.
- f. It will comply with the requirements that no program under the Act involve political activities.
- g. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- h. Subrecipient certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor to any institution controlled by same. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. In addition, the employment or training of participants in sectarian activities is prohibited.
- i. Funds provided through this Agreement shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.
- j. If the amount of the Agreement exceeds \$100,000, the Subrecipient hereby assures and certifies to the lobbying restrictions at *Uniform Guidance* 2 CFR Part 200 and 2 CFR Part 2900:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement over \$100,000.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this Agreement and is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file

- the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- k. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
 - l. If the amount of the Agreement exceeds \$150,000, the Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7471q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).
 - m. If Subrecipient is a corporation, certifies it is registered with the Secretary of State of the State of California.
 - n. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theatre on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.
 - o. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration Facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
 - p. It possesses legal authority to apply for the subaward; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. Documentary proof of the action authorizing the Subrecipient to apply for the subaward shall be provided to the City upon demand.
 - q. Appropriate standards for health and safety in work and training situations will be maintained.
 - r. It will provide workers' compensation protection to participants in on-the-job training or work experience, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, employees is provided through a self-insurance system, coverage of any participants shall also be provided through that system. Where participants are employed or engaged in any program where others are similarly employed and not covered by an applicable workers' compensation statute, participants shall be provided with medical

and accident insurance coverage provided under the applicable State workers' compensation statute.

- s. Institutional skill training and training on-the-job shall only be for occupations in which the City has determined there is reasonable expectation for employment.
- t. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under said title shall be consistent with the requirements of applicable State and local law and regulation.
- u. No program shall impair existing contracts for services or collective bargaining Agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such Agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt of notification. In addition, no funds awarded under this Agreement shall be used to assist, promote, or deter union organizing.
- v. No participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this grant.
- w. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- x. No participant who is engaged in this program may be charged a fee for placement or referral services.
- y. No funds awarded under this Agreement shall be used to encourage or induce the relocation of an establishment or part thereof, which results in a loss of employment for any employee at the original location.
- z. Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

BUDGET

The Subrecipient will be reimbursed for youth services program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$350,000 as detailed in Attachment 1.

Any changes requested for the budget shall be submitted by written request to the City and are subject to City's written approval.

Out-of-School Youth Expenditure Requirement

It is required that a minimum of 93 percent of contract expenditures be for costs related to serving out-of-school youth.

Work Experience Expenditure Requirement

It is required that a minimum of 25 percent of contract expenditures be for costs related to work experience.

Accrued expenditures (not yet paid) must be reported monthly on the Request for Payment.

Matching funds² are not required for this Agreement but are encouraged in order to leverage grant funds. They may be reported on the Request for Payment. Documentation must be maintained for matching fund expenditures reported.

METHOD OF PAYMENT

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 10th of the month following the month for which reimbursement is being requested.

Expenditures for in-school and out-of-school youth must be tracked and reported separately.

Documentation of all expenditures consisting of general ledger printouts and supporting documentation of cost allocation must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

² The definition of cash match is a contribution of funds made available to the contractor, to be used specifically for these project activities and consistent with the allowable activities of the fund source. The contractor has control over and disburses these funds. Examples include: money received from employers, foundation, private entities, or local governments. The definition of in-kind match is a contribution of non-cash resources used specifically for project activities. Examples include donated personnel, services, or use of equipment or space.

TOTAL YOUTH PROGRAM BUDGET SUMMARY PLAN				
Organization Name: JobTrain				
Project Title : WIOA YOUTH Program PY2015-16				
Term:	7/1/15	through	6/30/16	
Revision Date: 5/20/15				
I. Expenditures:				
A. Staff Salaries				138,711
B. Number of full-time equivalents:	3.6			
C. Staff Benefits				40,226
D. Staff Benefit Rate (percent)	29.0%			
E. Staff Travel				600
F. Operating Expenses				27,962
G. Leases				-
G. Equipment (not permitted)				
H. Work Experience (attach detailed Description)				87,500
I. Supportive Services				7,000
J. Other Contractual (attach detailed description)				-
K. Indirect Costs				-
L. Indirect Cost Rate (percent)				-
M. Name of Cognizant Agency:				-
N. Other (describe): Vocational Training				48,000
O. Total				350,000
II. Quarterly Expenditures:				
	Work Experience	Operating	Total	Cumulative
Q1	21,875	65,625	87,500	87,500
Q2	21,875	65,625	87,500	175,000
Q3	21,875	65,625	87,500	262,500
Q4	21,875	65,625	87,500	350,000
Total	87,500	262,500	350,000	

IN-SCHOOL		BUDGET SUMMARY PLAN			
Organization Name: JobTrain					
Project Title :		WIOA YOUTH Program PY2015-16			
Term:	7/1/15	through	6/30/16		
Revision Date:	5/20/15				
I. Expenditures:					
A. Staff Salaries			2,830		
B. Number of full-time equivalents:		0.1			
C. Staff Benefits			821		
D. Staff Benefit Rate (percent)		29.0%			
E. Staff Travel			40		
F. Operating Expenses			5,072		
G. Leases					
Equipment - need to request permission					
H. Work Experience (attach detailed Description)			15,537		
I. Supportive Services			700		
J. Other Contractual (attach detailed description)					
K. Indirect Costs					
L. Indirect Cost Rate (percent)					
M. Name of Cognizant Agency:					
N. Other (describe): Vocational Training			-		
O. Total			25,000		
II. Quarterly Expenditures:					
	Work Experience	Operating	Total		Cumulative
Q1	3,884	2,366	6,250		6,250
Q2	3,884	2,366	6,250		12,500
Q3	3,884	2,366	6,250	18,750	
Q4	3,884	2,366	6,250	25,000	
Total	15,537	9,463	25,000		

OUT OF SCHOOL			BUDGET SUMMARY PLAN		
Organization Name: JobTrain					
Project Title : WIOA YOUTH Program PY2015-16					
Term:		7/1/15	through	6/30/16	
Revision Date: 5/20/15					
I. Expenditures:					
A. Staff Salaries			135,881		
B. Number of full-time equivalents:		3.5			
C. Staff Benefits			39,406		
D. Staff Benefit Rate (percent)		29.0%			
E. Staff Travel			560		
F. Operating Expenses			22,890		
G. Leases					
G. Equipment (not permitted)					
H. Work Experience (attach detailed Description)			71,964		
I. Supportive Services			6,300		
J. Other Contractual (attach detailed description)					
K. Indirect Costs					
L. Indirect Cost Rate (percent)			-		
M. Name of Cognizant Agency:			-		
N. Other (describe): Vocational Training			48,000		
O. Total			325,000		
II. Quarterly Expenditures:					
		Work Experience	Operating	Total	Cumulative
Q1		17,991	63,259	81,250	81,250
Q2		17,991	63,259	81,250	162,500
Q3		17,991	63,259	81,250	243,750
Q4		17,991	63,259	81,250	325,000
Total		71,964	253,037	325,000	

CITY OF SUNNYVALE – NOVA WORKFORCE SERVICES DEPARTMENT
REQUEST FOR PAYMENT

1. Subrecipient Name: **JobTrain**
2. Mailing Address: **1200 O'Brien Drive**
Menlo Park, CA 94025
3. Request Period: From _____ to _____
4. Payment is requested for the following budget items (attach backup documentation):

Description	In-School	Out-of-School	Total
a. Staff Salaries	\$	\$	\$
b. Staff Benefits			
c. Staff Travel			
d. Operating Expenses			
e. Work Experience			
f. Supportive Services			
g. Vocational Training			
h. Total			

5. Current Request \$ _____
6. Cumulative Requests \$ _____ (NOVA to calculate)
7. Matching Expenditures \$ _____ (attach documentation)
8. Accrued Expenditures (not yet paid): In-School \$ _____ Out-of-School \$ _____

CERTIFICATION:

I CERTIFY that to the best of my knowledge and belief this report is true in all aspects and that all disbursements have been made for the purpose and conditions of this grant.

Authorized Signature Title Date

SEND TO:

NOVA Workforce Board, Attn: Fiscal, 505 W. Olive Ave., Suite 550, Sunnyvale, CA 94086
Or email pdf to: **chaynes@novaworks.org**

NOVA WORKFORCE SERVICES USE ONLY

Cash reimbursement for the period _____ is recommended in the amount of \$ _____.

By: _____ Date: _____

Approved By: _____ Date: _____

Budget Reference No.: **xxxxx-5242 (in-school)** \$ _____
xxxxx-5242 (out-of-school) \$ _____



City of Sunnyvale

Agenda Item

16-0254

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Award of a Contract for Design Services to Upgrade the SMaRT Station Stormwater Management System in Conjunction with the San Francisco Baykeeper Settlement (F16-71)

REPORT IN BRIEF

Approval is requested to award a contract to Geosyntec of Oakland in the amount of \$149,563 for design and preparation of bid documents and construction support services for the SMaRT Station Stormwater Management System Upgrade project. Approval is also requested for a 10% design contingency in the amount of \$14,956.

EXISTING POLICY

Policy EM-10.3 - Reduced Runoff and Pollutant Discharge requires the incorporation of appropriate stormwater treatment and control measures for industrial and commercial facilities as identified in the stormwater municipal regional permit.

Consistent with the provisions of Chapter 2.08 of the Sunnyvale Municipal Code, civil engineering design work is solicited through a Request for Proposals (RFP) process, unless otherwise exempt from the competitive bidding process.

ENVIRONMENTAL REVIEW

This award is for the design phase and does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. It is anticipated that the CEQA determination for the actual construction will be a Class 1 categorical exemption pursuant to CEQA Guidelines Section 15301 for alterations to existing facilities involving negligible or no expansion of use beyond that which presently exists.

BACKGROUND AND DISCUSSION

In 2013, San Francisco Baykeeper filed a lawsuit claiming that the City had failed to comply with the Industrial Stormwater Permit requirements of the federal Clean Water Act with regard to stormwater runoff at the SMaRT Station and various locations on the closed Sunnyvale Landfill. On December 6, 2013, a negotiated settlement agreement between the City and Baykeeper became effective.

A requirement of the Baykeeper settlement agreement was the preparation of a Feasibility Study and implementation plan to determine the most effective Best Management Practices (BMPs) for managing industrial stormwater runoff at the SMaRT Station. In September 2014, the City Council approved a contract with Geosyntec for this purpose following a RFP process (RTC 14-0803). The study evaluated three options for managing industrial stormwater at the SMaRT Station. The option

selected by the City was to divert the runoff from the SMaRT Station to the Water Pollution Control Plant (WPCP) for treatment and discharge into the Bay. In May 2015, Baykeeper approved a plan and timeline for the implementation of this alternative.

On July 1, 2015, the State Water Resources Control Board (SWRCB) adopted a revised Industrial General Permit (Order No. 2014-0057-DWQ) which changed the delineation of the site's industrial area to include the portion of Carl Road where vehicles enter and exit the SMaRT Station. This required an addendum to the Feasibility Study to include this area in the system of diversion to the WPCP. Geosyntec submitted a proposal, and was awarded a contract to prepare this addendum in September 2015 (RTC 15-0794). The addendum was completed in late November 2015, and this allowed the project to move forward with the design phase. .

A Request for Proposals (RFP No. F16-71) to design the necessary improvements was distributed in December 2015 to five known firms with expertise in stormwater management systems. No responses were received. Pursuant to Sunnyvale Municipal Code Section 2.08.070 (14), in situations where competitive proposals have been solicited and no proposals are received, the solicitation may be reissued, or the City Manager may authorize the procurement without additional competitive bidding. In this instance, a new RFP was not issued in order to adhere to the timeline agreed to by the City and Baykeeper (to have upgrades constructed by June 30, 2018).

Staff contacted the solicited firms to determine why no proposals were received. Varying responses were provided, including availability of key staff with the necessary experience, current overall workload, and the tight scheduling timeframe to complete the project. Based on this information, staff concluded that the likelihood was low that multiple responses would be received if another RFP were issued. Given their extensive knowledge with the City's requirements and expertise in both the WPCP Pretreatment Program and stormwater management design, staff contacted Geosyntec to ask them to reconsider submitting a proposal. A proposal in the amount of \$112,494 was subsequently received (\$95,314 in base tasks and \$17,180 in optional services). This proposal included the design of a gravity flow system to divert the runoff.

During scope and fee discussions with Geosyntec, it was concluded that additional services would be needed to evaluate a diversion option which includes a pumping system. This type of system is more complex than gravity conveyance, and it may be needed if utility conflicts or other space constraints are discovered during the site investigation and preliminary design phases of the project. In anticipation of this design and construction possibility, optional services in the amount of \$37,069 were added to the contract. The approval of a 10% contingency is especially important on this project since it is possible that field conditions or design requirements that cannot be ascertained in advance will dictate the need for minor revisions to the work scope, and the timeframe specified in the Baykeeper Settlement will require an immediate decision and expeditious action to keep the project on schedule.

FISCAL IMPACT

The total not-to-exceed amount for the contract, including base and optional services and a 10% contingency, is \$164,519. The City shares the costs for improvements to the SMaRT Station with the partner cities of Palo Alto and Mountain View. Expenses are largely related to equipment replacement as appropriated for in Capital Project 811250, SMaRT Station Equipment Replacement. The cost for these improvements have been included in this project.

Funding Source

This project is funded by SMaRT Station Fund 490. Expenses are shared among the cities of Mountain View, Palo Alto and Sunnyvale consistent with the SMaRT Station Memorandum of Understanding. Sunnyvale's share will be 55.28% of the total amount spent or approximately \$91,000.

PUBLIC CONTACT

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

RECOMMENDATION

1) Award a contract, in substantially the same form as Attachment 1 of this report and in an amount not to exceed \$149,563 to Geosyntec Consultants; and 2) approve a 10% design contingency in the amount of \$14,956.

Prepared by: Pete Gonda, Purchasing Officer

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

Reviewed by: John Stufflebean, Director, Environmental Services

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Draft Consultant Services Agreement

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND GEOSYNTEC CONSULTANTS FOR SMaRT
STATION STORMWATER MANAGEMENT SYSTEM UPGRADE PROJECT**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and GEOSYNTEC CONSULTANTS, a Florida corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for the SMaRT Station Stormwater Management System Upgrade Project; and,

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

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

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

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

2. Notice to Proceed/Completion of Services

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

3. Project Schedule

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

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase, and shall include base services as identified in Tasks 1-8j in Exhibit "B" an amount not-to-exceed Ninety Five Thousand Three Hundred Fourteen and No/Dollars (\$95,314.00) for the duration of the contract, and optional services as identified in tasks A-C in Exhibit "B" in an amount not to exceed Fifty Four Thousand Two Hundred Forty Nine (\$54,249.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Forty Nine Thousand Five Hundred Sixty Three No/100 Dollars (\$149,563.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707

5. No Assignment of Agreement

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

6. Consultant is an Independent Contractor

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

7. Consultant's Services to be Approved by a Registered Professional

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

registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

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

14. Hold Harmless/Indemnification

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

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

To CITY: Nathan Scribner, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Geosyntec Consultant
Attn: Lisa Austin
1111 Broadway 6th Floor
Oakland, CA 94607

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

18. Waiver

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

19. Amendments

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

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

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

22. California Agreement

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

23. Records, Reports and Documentation

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

24. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

25. Subcontracting

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

26. Fair Employment

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

27. Changes

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

28. Other Agreements

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

29. Severability Clause

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

30. Captions

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

31. Entire Agreement; Amendment

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

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

GEOSYNTEC CONSULTANTS
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
SCOPE OF WORK
SMaRT Station® Stormwater Management System Upgrade Project
Project Number PR-15-07

I. General

The City of Sunnyvale is seeking proposals from licensed Engineering firms to provide professional services for design and preparation of bid documents and construction support for the SMaRT Station Stormwater Management System Upgrade Project. The scope of work generally includes preparation of: preliminary design, design development, bid documents, and bidding/construction support for Public Works competitive bidding. Ancillary work includes: construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

II. Project Information

A. Description

This project is for the design and implementation of stormwater Best Management Practices (BMPs) for the SMaRT Station in Sunnyvale. The BMPs shall be designed to bring the SMaRT Station into compliance with the revised Industrial General Permit (Order No. 2014-0057-DWQ) that became effective on July 1, 2015 (IGP) and maintain the City's compliance with the SMaRT Station-related provisions of the Baykeeper Settlement Agreement. Improvements are expected to be consistent with the recommended alternative outlined in the SMaRT Station Feasibility Study prepared by Geosyntec Consultants and EOA, Inc., dated December 11, 2014 (Feasibility Study), and the Implementation Plan and Timeline provided to Baykeeper. The improvements generally include segregation of runoff containing higher concentrations of pollutants of concern from the facility's industrial areas for diversion to the City's Water Pollution Control Plant (WPCP) for treatment. Runoff from non-industrial areas and building roofs with concentrations below Target Levels/Numeric Action Levels would be diverted directly to the existing stormwater outfalls.

After the Feasibility Study was finalized, new provisions in the final IGP indicated that the portion of Carl Road between the scales at the entrance to the SMaRT Station and the public drop off area needed to be included in the area of stormwater segregation and diversion to the WPCP. Geosyntec Consultants and EOA, Inc. prepared a supplement to the Feasibility Study that modifies the recommended alternative to account for the additional IGP area and additional points at which industrial stormwater is discharged. For purposes of this RFP, "Feasibility Study" shall include the requirements of the Feasibility Study, the supplement, and the other settlement documents.

B. Location

The project is located at the SMaRT Station at 301 Carl Road, Sunnyvale, California, northeast of the junction of Borregas Avenue and Carl Road. The site is bordered to the east and south by the East Hill and South Hill of the Sunnyvale Landfill, respectively; to the west by the City's WPCP; and to the north by several ditches, a former Cargill salt pond (Pond 4A, currently owned by the Santa Clara Valley Water District (SCVWD)), Guadalupe Slough, and ultimately San Francisco Bay.

C. Existing Conditions

The SMaRT Station is a nine acre Materials Recovery Facility that receives and processes municipal solid waste and recyclables, processes the waste to remove recyclables, prepares recyclables for secondary markets, and transfers the remaining waste

to the Kirby Canyon Landfill in San Jose. The facility also serves as a public drop-off center for recyclables and certain universal waste items for local residents. The SMaRT Station is permitted to receive up to 1500 tons of municipal solid waste and recyclables per day.

The site includes the main processing building and administrative office building, the public drop-off center, a covered used oil collection area, a maintenance shop, and a designated storage building for hazardous wastes that are removed during load check activities. The buildings and covered areas comprise approximately forty percent of the nine acre site. The rest of the site is composed of paved access roads, parking lots, materials receiving, storage and loading areas, and some landscaping.

Stormwater is currently captured at various catch basins on the site and is released into ditches to the north and west of the SMaRT Station at multiple discharge points. From these ditches, the water is pumped via the City of Sunnyvale Storm Pump Station No. 1 into another ditch to the north where it flows into Moffett Channel, then the Guadalupe Slough, and ultimately, into San Francisco Bay.

III. Consultant Scope of Services

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

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

A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the consultant is expected to attend three progress meetings and prepare action item logs for subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings. The project schedule must adhere to the schedule outlined in the Baykeeper Settlement – final bid documents must be ready by March 2017.

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

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

E-Builder license and training: In the event that the selected consultant will be required to use e-Builder™ ASP software and protocols included in that software during this project, Consultant is responsible for sending one representative to attend one 4-hour City provided training session. City will provide consultant with one e-Builder software license for the duration of the project. The e-Builder software shall be utilized for all project management documentation and correspondence. The use of project

management communications herein described is in addition to and does not replace or change any contractual responsibilities of the consultant.

B. *Design and Construction Support Services for a Pump Station and Forcemain System (Optional Design and Construction Support Task 1)*

The conceptual design alternative recommended in the Feasibility study was a gravity conveyance system to divert runoff containing higher concentrations of pollutants of concern from the facility's industrial areas to the City's Water Pollution Control Plant (WPCP) for treatment. The gravity conveyance system is preferable on the basis of its simplicity and minimal operations and maintenance when compared to the requirements of a diversion option that utilizes a force main with associated pumping and control equipment. However, upon the completion of the initial site investigation and the preliminary design development, the Consultant may conclude that a gravity flow line is not feasible due to factors that may include: above ground space constraints due to existing structures which may limit available diversion system alignment options, below ground space constraints due to existing underground utilities or the high flow line elevation of the nearest available existing sewer main tie-in location. If the Consultant determines that site conditions preclude a gravity conveyance system, the Consultant will provide these findings with recommendations for a pump station and forcemain system to the City. Upon concurrence of the City staff with the Consultant's findings, the design development, bid documents, bidding support, and construction support services further detailed below shall include the electrical, instrumentation and control system of a complete pump station and forcemain system construction.

C. *Design of Pretreatment BMPs (Optional Design Task 2)*

The industrial process flows that will be segregated and diverted to the WPCP require permitting under the City's Pretreatment Program and compliance with Pretreatment Program requirements. The current stormwater sampling results are considered predictive and meant to inform possible future treatment requirements. At this time, based on the current sample results, the diverted stormwater is not anticipated to require additional pretreatment beyond the current BMPs in place at the site. Following construction of the diversion system, an interim discharge permit will be issued by the Pretreatment Program. Baseline Monitoring Report sampling and characterization of stormwater discharged from the completed diversion system during a storm event will be conducted by the City. The final discharge permit is contingent on the Baseline Monitoring Report sampling results and a demonstration that discharge can meet the required limits.

The Consultant will be responsible for preparing and obtaining the initial Pretreatment Program permit from the City's Environmental Services Division and for startup coordination with WPCP Pretreatment Program staff as part of the base scope of services. The "Design of Pretreatment BMPs" optional task will be for the design and selection of appropriate pretreatment devices or products to bring the pollutant levels of the constituents of concern within acceptable limits for discharge, should it be required by the WPCP based on the final sample results. Full details for the potential need for pretreatment can be found in section 3.3.4 "Pretreatment Requirements" of the Feasibility Study. Based on the 2014 Routine Stormwater Sampling Results listed in Table 7 of the Feasibility Study, the most likely pollutants that would exceed local limits and require additional pretreatment are copper and zinc.

D. *Design Development*

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

The design shall include everything necessary for a complete stormwater flow segregation and diversion system that will bring the SMaRT Station into compliance with the IGP and the Baykeeper Settlement Agreement and that meets the requirements of the WPCP. Based on the Feasibility Study, permitting documents and activities will include, but not be limited to the following:

- All necessary coordination, preparation and application for permitting with the WPCP and Santa Clara Department of Environmental Health
- Slug Pollutant Load Discharge Plan (in case of a spill or other release)
- A method of measuring flows (a surrogate method for calculating flows based on rainfall data from a weather station installed at the site would be acceptable)
- A Monitoring Implementation Plan in accordance with the requirements of the IGP including sampling stations at all stormwater discharge locations
- Level 1 and Level 2 Action Plans and reports as required by the IGP
- A complete list of all necessary permitting documents with a schedule indicating the timeline for permit acquisition

Based on the Feasibility Study, design will include, but not be limited to the following items which should be included in the 30% submittal:

- A new gravity diversion line around the facility for the pavement areas on the north and south sides of the facility, including junction structures as necessary
- A new separate sewer line to connect the diversion system to the WPCP
- New bypass structures to divert flows in excess of the design capacity of the diversion alternative
- A monitoring/sampling location for the flow diverted to the WPCP
- A valve to prevent flow of slug pollutant loads into the diversion line to the WPCP
- The SMaRT Station shall remain operational during construction. The design shall include requirements that the contractor minimize disruption of the operation

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

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services, except for those associated with the Design of Pretreatment BMPs (Optional Design Task 2), where proprietary products dominate the market. Specifications shall be prepared in CSI 2012 format.

Coordination and preparation of documentation to facilitate permits and outreach with the WPCP, utility companies, regulatory agencies including the State Water Resources Control Board, and other stakeholders will also be consultant responsibility. Among

others, the design will be reviewed by the Local Enforcement Agency (LEA), which is the Santa Clara County Department of Environmental Health, for conformance with state solid waste facility requirements.

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

1. 30% Submittal: Submit 3 sets of 11" x 17" and 3 sets of 24" x 36" hardcopies.
 - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
 - b. Cut sheets for equipment/appurtenances
 - c. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities
 - d. Project schedule update
 - e. 30% construction cost estimate
 - f. List of necessary permits including timeline for permit acquisition
 - g. WPCP Pretreatment Program Permit support documentation
 - h. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
 - i. Table of Contents list for technical specifications.
2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit 3 sets of 11" x 17" and 3 sets of 24" x 36" hardcopies.
 - a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 75% specifications:
 - Technical specifications
 - Special provisions, with recommended revisions in track changes format, to include the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A table list of materials requiring warranties, and associated warranty periods
 - c. Project schedule update
 - d. 75% construction cost estimate in the form of the bid schedule
 - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
 - f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
 - g. Other supporting documentation as necessary including WPCP Pretreatment Program Permit Application
3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit 3 sets of 11" x 17" and 3 sets of 24" x 36" hardcopies.

- a. 100% plans
 - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:
 “The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made.”
- b. 100% specifications
 - Reviewed bid instructions
 - Finalized special provisions including required submittals
 - Finalized technical specifications
- c. Project schedule update
- d. 100% construction cost estimate
- e. Responses to the City’s review comments on the 75% submittal, along with return of mark-ups.
- f. All required permits must be obtained and Monitoring and Implementation plan and Level 1 and Level 2 Action Plans must be finalized
- g. Other supporting documentation as necessary

E. Bid Package

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

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

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

F. Bidding Services

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

G. Construction Support Services

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

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

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

IV. Available Documents

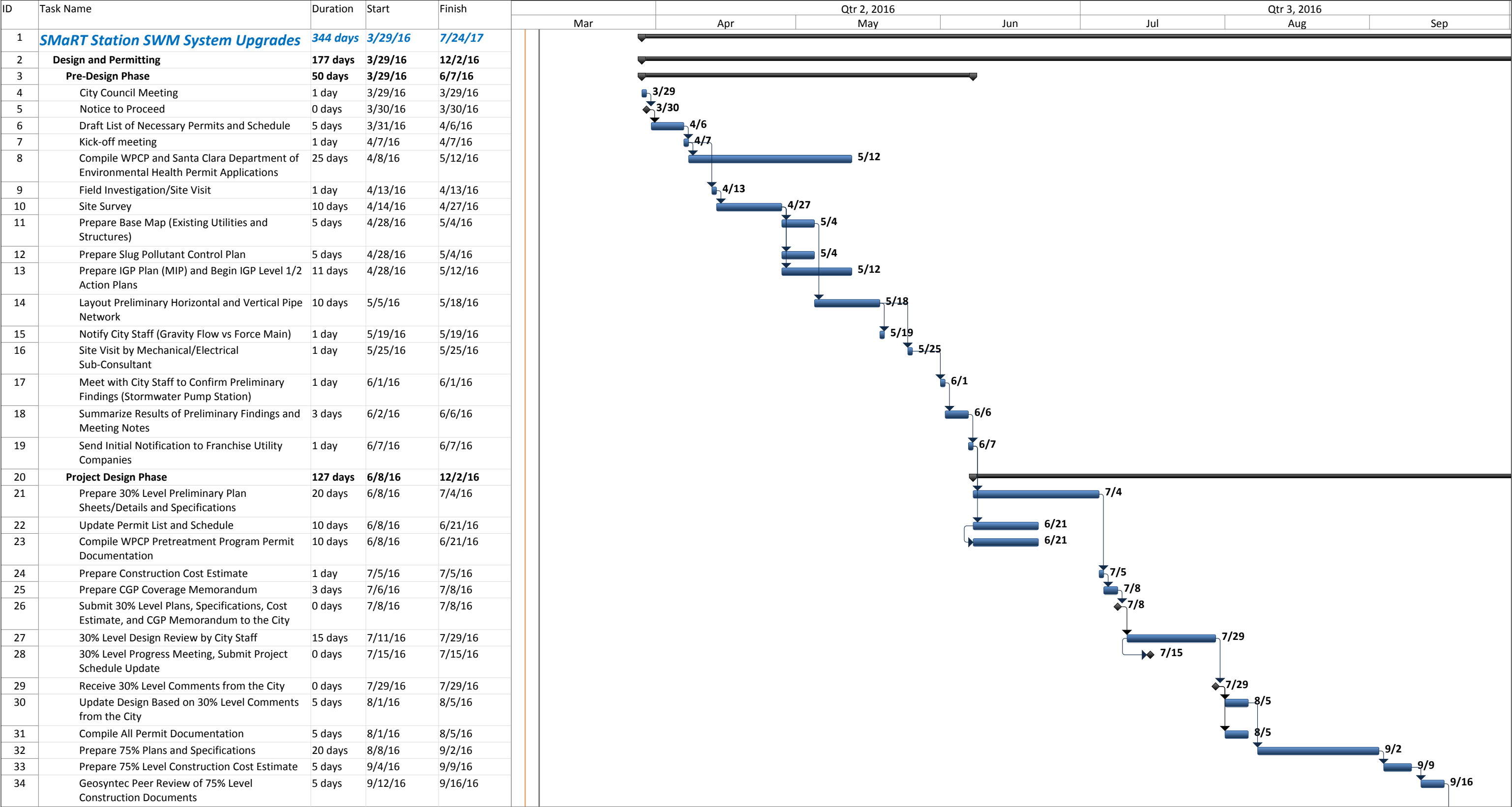
The list below is available for information only.

- Record drawings. The City does not guarantee the accuracy or completeness of record drawings. Consultant shall verify all information to their professional satisfaction.
- Geosyntec Consultants and EOA, Inc., 2014. SMaRT Station Feasibility Study. December 11.
- Addendum to SMaRT Station Feasibility Study
- Implementation Plan and Timeline
- Baykeeper Settlement Agreement
- "Stormwater Pollution Prevention Plan, Sunnyvale Materials Recovery and Transfer Station (SMaRT Station), Operated by Bay Counties Waste Services – June 29, 2015"
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.
<http://sunnyvale.ca.gov/Departments/PublicWorks/UtilityMaps.aspx>
- Bench marks for vertical control are listed on the City's website:
<http://sunnyvale.ca.gov/Departments/PublicWorks/BenchMarks,RecordMapsandRecordDrawings.aspx>
- City standard specifications and details are available on the City's website:
<http://sunnyvale.ca.gov/Departments/PublicWorks/CityStandardDetailsandSpecifications.aspx>

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

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

City of Sunnyvale SMaRT Station SWM System Upgrade Schedule with Pump Station Design



Project:
Sunnyvale SMaRT Station Project

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

City of Sunnyvale SMaRT Station SWM System Upgrade Schedule with Pump Station Design

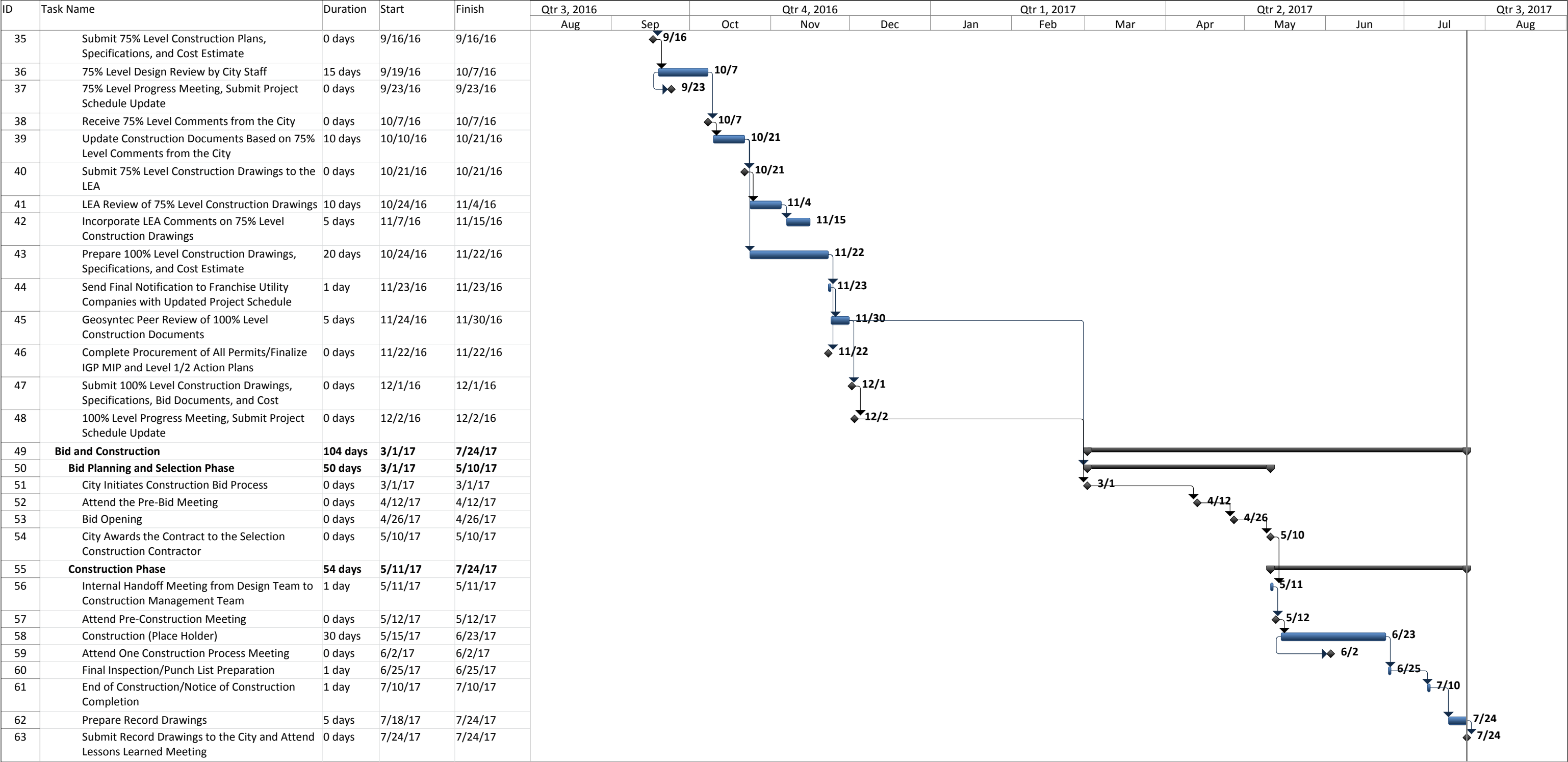


Exhibit B
Compensation Schedule

City of Sunnyvale Request for Proposals F16-71

Proposal For: SMaRT STATION STORMWATER MANAGEMENT SYSTEM UPGRADE

14-Mar-16

Geosyntec Consultants

(Includes optional services for design and construction support for a complete pump station and forcemain system)

Tasks		Labor												Subconsultants		ODCs	Total
Task #	Task Description	Project Director, Principal	Project Manager, Senior Engineer	Technical Review/Advisor Senior Engineer	Compliance Lead, Senior Engineer	Assistant Project Manager, Engineer	Tech Support, Senior Staff Engineer	Tech Support, Staff Engineer	Tech Support, Staff Engineer	Civil Designer	Total Hours	Total Labor Costs	3% Communication Fee	Site Survey	Mechanical and Electrical	Other Direct Costs ⁽¹⁾	Total Fee
		Lisa Austin, PE	Alkan Bektur, PE	Fabrizio Settepani, PE	Adrienne Miller, PE	Rachel Ragole, PE	Andrew Torkelson, EIT	Elai Fresco, EIT	Kevin Chan, EIT	Sasha Khalameyzer EIT				Mid Coast Engineers	DTN Engineers, Inc.		
		\$222	\$202	\$202	\$202	\$158	\$138	\$118	\$118	\$130				LS (Cost + 5%)	(Cost + 5%)		
1	Project Management	1	16	0	5	8	0	0	1	0	31	\$5,846	\$175			\$300	\$6,321
1a	Project Schedule (Gantt Chart Format)	1	2		1				1		5	\$946	\$28				\$974
1b	Project Setup and Invoicing		4			2					6	\$1,124	\$34				\$1,158
1c	Progress Meetings (3) and Action Item Logs		10		4	6					20	\$3,776	\$113			\$300	\$4,189
2	Preliminary Design	2	10	0	17	42	0	48	0	8	127	\$19,238	\$577	\$7,896		\$100	\$27,811
2a	Field Investigation		8			8				4	20	\$3,400	\$102	\$7,896		\$100	\$11,498
2b	Permit Applications w/WPCP & SC DoH				8						8	\$1,616	\$48				\$1,664
2c	Slug Pollutant Load Discharge Plan		1			2		8		2	13	\$1,722	\$52				\$1,774
2d	IGP Monitoring Implementation Plan				1	8					9	\$1,466	\$44				\$1,510
2e	IGP Level 1 and 2 Action Plans and Reports ⁽²⁾	1			6	24		40		2	73	\$10,206	\$306				\$10,512
2f	List of Necessary Permits & Timeline	1	1		2						4	\$828	\$25				\$853
3	30 % Design	2	20	6	8	10	4	4	8	14	77	\$12,680	\$380			\$0	\$13,060
3a	30% Plans	1	12	4		1	2	2	2	12	36	\$5,920	\$178				\$6,098
3b	Cut Sheets for Equipment/Apputenances		2	2			2	2	2	2	12	\$1,816	\$54				\$1,870
3c	Utility Outreach Documentation		2			1					3	\$562	\$17				\$579
3d	Project Schedule Update								2		2	\$236	\$7				\$243
3e	30% Cost Estimate		1						2		3	\$438	\$13				\$451
3f	List of Necessary Permits & Timeline	1	1		2						4	\$828	\$25				\$853
3g	WPCP Pretreatment Program Permit				4						4	\$808	\$24				\$832
3h	CGP Memo of Determination		1		2	8					11	\$1,870	\$56				\$1,926
3i	Table of Contents for Technical Specs		1	1							2	\$404	\$12				\$416
4	75% Design	1	34	12	4	0	2	4	5	19	81	\$14,130	\$424			\$0	\$14,554
4a	75% Plans	1	10	4			2	1	1	16	35	\$5,642	\$169				\$5,811
4b	75% Specifications		14	8							22	\$4,444	\$133				\$4,577
4c	Project Schedule Update		1						1		2	\$320	\$10				\$330
4d	75% Cost Estimate/Bid Schedule		2					1	1	1	5	\$770	\$23				\$793
4e	Utility Conflictsand Coordination		2					2	2	2	8	\$1,136	\$34				\$1,170
4f	City Review & Response		4								4	\$808	\$24				\$832
4g	WPCP Pretreatment Program Documentation		1		4						5	\$1,010	\$30				\$1,040
5	100% Design	1	28	14	4	5	3	11	4	24	94	\$15,608	\$468			\$0	\$16,076
5a	100% Plans	1	8	6		1	2	2	2	24	46	\$7,076	\$212				\$7,288
5b	100% Specifications		10	8							18	\$3,636	\$109				\$3,745

5c	Project Schedule Update		1						1		2	\$320	\$10				\$330
5d	100% Cost Estimate		2					1	1	1		5	\$778	\$23			\$801
5e	City Review & Response		4								4	\$808	\$24				\$832
5f	Permits Obtained & IGP Reports Complete		1		4	4			8			17	\$2,586	\$78			\$2,664
5g	Other Documentation		2								2	\$404	\$12				\$416
6	Final Bid Package Submittal	0	20	8	0	0	0	0	2	8	38	\$6,932	\$208			\$0	\$7,140
6a	Final Full Sized Plans Stamped		8	4						8	20	\$3,464	\$104				\$3,568
6b	Final Specifications		8	4							12	\$2,424	\$73				\$2,497
6c	Final Project Schedule Update		2								2	\$404	\$12				\$416
6d	Final Cost Estimate		2						2		4	\$640	\$19				\$659
7	Bid Support	0	4	0	0	0	0	0	0	1	5	\$938	\$28			\$100	\$1,066
7a	Pre-Bid Meeting & Support		4							1	5	\$938	\$28			\$100	\$1,066
8	Construction Support	0	27	4	0	2	2	2	2	10	49	\$8,626	\$259			\$400	\$9,285
8a	Internal Handoff Meeting (one meeting)		4								4	\$808	\$24			\$100	\$932
8b	Pre-Construction Meeting (one meeting)		4								4	\$808	\$24			\$100	\$932
8c	Construction Progress Meeting (one meeting)		4								4	\$808	\$24			\$100	\$932
8d	Final Inspection & Punch List		2								2	\$404	\$12				\$416
8e	Respond to RFIs		4							1	5	\$938	\$28				\$966
8f	Respond to All Submittals		4	2						1	7	\$1,342	\$40				\$1,382
8g	Review Proposed Substitutions		2	2							4	\$808	\$24				\$832
8h	Make Contract Recommendations		1								1	\$202	\$6				\$208
8i	Prepare Record Drawings						2	2	2	8	14	\$1,788	\$54				\$1,842
8j	Lessons Learned Meeting		2			2					4	\$720	\$22			\$100	\$842
	Reimbursable Expenses										0	\$0	\$0				\$0
	Proposal Subtotal	6	159	44	38	67	11	69	22	84	408	\$83,998	\$2,520	\$7,896	\$0	\$900	\$95,314
	Optional Services																
A	Design of Pretreatment BMPs ⁽³⁾		2		4	16		16		4	42	\$6,148	\$184	-		-	\$6,332
B	CGP Coverage (NOI, SWPPP, SMARTS) ⁽⁴⁾		2		8	24		40			74	\$10,532	\$316	-		-	\$10,848
C	Design and Construction Support Services for a Pump Station and Forcemain System ⁽⁵⁾	-	17	5	-	-	-	-		-	22	\$4,444	\$133	-	\$32,491	-	\$37,069
	Total Optional Services	0	21	5	12	40	0	56	0	4	138	\$21,124	\$634	\$0		\$0	\$54,249
	Total Including Optional Services	6	180	49	50	107	11	125	22	88	546	\$105,122	\$3,154	\$7,896	\$0	\$900	\$149,563
	Notes:																
1	Direct costs include cost of company vehicle use, milage and gas.																
2	Assumes report preparation ONLY. No time for evaluation of BMPs included in this line item. Assumes 2 days for Level 1 Report and 4 days for Level 2 Report.																
3	Design of appropriate pretreatment devices to bring the pollutant levels of the constituents of concern within acceptable limits for discharge, should it be required by the WPCP based on the final sample results.																
4	This task includes applying for CGP coverage (NOI, SWPPP, and Site Map), and acting as the Data Entry Person for upload of the documents into SMARTS. This task does not include CGP inspections and WQ sampling.																
5	This task includes optional services for design and construction support for a complete pump station and forcemain system in case it becomes clear that a gravity flow line is not feasible.																

GEOSYNTEC CONSULTANTS 2016 RATE SCHEDULE

Staff Professional	\$118
Senior Staff Professional	\$138
Professional	\$158
Project Professional	\$180
Senior Professional	\$202
Principal	\$222
Senior Principal	\$240

Engineering Technician I	\$ 60
Engineering Technician II	\$ 67
Senior Engineering Technician I	\$ 74
Senior Engineering Technician II	\$ 78
Site Manager I	\$ 85
Site Manager II	\$ 95
Construction Manager I	\$108
Construction Manager II	\$120

Designer	\$130
Senior Drafter/Senior CADD Operator	\$ 115
Drafter/CADD Operator/Artist	\$ 100
Project Administrator	\$ 62
Clerical	\$ 50

Direct Expenses	Cost
Subcontract Services	Cost plus 5%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
 Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Produce Price Index
 for Engineering Services.
 Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

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.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$1,000,000 per claim.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by mail has been given to the City of Sunnyvale.

Acceptability of Insurers

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

Verification of Coverage

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



City of Sunnyvale

Agenda Item

16-0145

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution Approving City Applications for CalRecycle Funding and Related Authorizations

BACKGROUND

The City is eligible for City/County Payment Program funding administered by the California Department of Resources Recycling and Recovery (CalRecycle). CalRecycle distributes funds through this program to eligible curbside operators based on the volume of beverage containers collected curbside and through drop-off programs and reported to CalRecycle per calendar year. The rate of disbursement is derived by dividing the total volume of beverage containers collected by all eligible curbside and neighborhood drop-off programs into the total funds available for the given year (\$15 million total in 2014). For calendar year 2014, Sunnyvale received \$98,243.92 from the program.

Funds received from the CalRecycle program are applied to beverage container recycling by offsetting a portion of the expense of operating Sunnyvale's curbside recycling service.

The application form for these funds requires a Council resolution that authorizes the submittal of the application for such grants/payments, identifies the time period for which the authorizations are valid, and identifies the individual authorized to execute such agreements.

EXISTING POLICY

General Plan, Chapter 7, Environmental Management, Policy EM-14.2 Maximize diversion of solid waste from disposal by use of demand management techniques, providing and promoting recycling programs and encouraging private sector recycling.

Council Policy, 3.2.1, Solid Waste Management Goals and Policies, 3.2F.3 Identify additional revenue sources and, where possible, increase revenues from solid waste programs, services, and facilities without jeopardizing program goals and customer service quality.

ENVIRONMENTAL REVIEW

Application for these CalRecycle funds 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, pursuant to Title 14 of the California Code of Regulations, Sections 15061(b)(3) and 15378(a).

DISCUSSION

The City of Sunnyvale has been receiving funds annually from the CalRecycle Beverage Container City/County Payment Program since 1994. In January 2016, Cities and Counties were informed by CalRecycle that as a result of California State Auditor reports from 2010 and 2014 on the Beverage

Container Recycling Program, CalRecycle is changing the funding request process to require a new jurisdiction resolution format. Other changes alter the term during which a recipient expends program funds, proportionate cost methodology implementation and requiring an expenditure report with supporting documentation. Recycling Program staff has already confirmed with CalRecycle that documentation of paid services provided by the City's franchised hauler, Specialty Solid Waste and Recycling, will meet the new requirements.

The attached resolution must be approved by Council in order for the City to receive its City/County Payment. It has been worded broadly enough for staff to submit other types of funding requests to CalRecycle without returning to Council for adoption of additional, similar resolutions.

Staff recommends that Council approve the resolution attached as Attachment 1 so that the City can continue to receive this revenue.

FISCAL IMPACT

There is no fiscal impact. The revenues to be received are already anticipated in the budget.

The City will submit a Funding Request for calendar year 2015 when funds are available for disbursement through CalRecycle. Funds received would provide revenue to the Solid Waste 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.

STAFF RECOMMENDATION

Adopt the Resolution for Submittal of Applications for CalRecycle Payment Programs and Related Authorizations for which City of Sunnyvale is Eligible.

Prepared by: Karen Gissibl, Environmental Programs Manager
Reviewed by: John Stufflebean, Director, Environmental Services
Reviewed by: Kent Steffens, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Resolution for Submittal of Applications for CalRecycle Payment Programs and Related Authorizations for which City of Sunnyvale is Eligible

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE APPROVING SUBMITTAL OF
APPLICATIONS FOR ALL CALRECYCLE PAYMENT
PROGRAMS FOR WHICH THE CITY OF SUNNYVALE IS
ELIGIBLE**

WHEREAS, Public Resources Code sections 14581, 42023.1(g), and 40000 *et seq.* authorize the Department of Recycling and Recovery (CalRecycle) to administer various payment programs to make payments to qualifying jurisdictions in furtherance of the State of California's efforts to reduce, recycle, and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the CalRecycle payment programs.

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

1. The City Council of the City of Sunnyvale authorizes the submittal of applications to CalRecycle for all payment programs for which the City of Sunnyvale is eligible; and
2. The City Manager, or her designee, is hereby authorized and empowered to execute on behalf of the City of Sunnyvale all payment-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure payment and to implement the approved payment programs; and
3. These authorizations are effective until rescinded by the Signature Authority or the governing body; and
4. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Sections 15061(b)(3) and 15378(a), that this resolution 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.

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



City of Sunnyvale

Agenda Item

16-0167

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Approve the Downtown Sunnyvale Business Improvement District Report for Fiscal Year 2015/16 and Adopt the Resolution of Intention to Reauthorize the Downtown Sunnyvale Business Improvement District for Fiscal Year 2016/17

BACKGROUND

A Business Improvement District (BID) is a private sector funding tool that provides funding for specific activities that must be reauthorized yearly by the City Council at the request of the BID Board. Businesses pay into the BID based on the benefit they receive as members of the district. The funds collected can only be used for projects within the BID boundaries.

Pursuant to Sunnyvale Municipal Code section 3.60.050, Establishment of the benefit assessment, the formula for calculating the BID assessment amount is determined by the BID Board and enacted by the City Council. Assessments are levied on businesses on the basis of relative benefit from the activities to be funded. The City collects the assessment fee and forwards the collected funds to the BID, minus a fee for administrative costs associated with this service.

Downtown Sunnyvale BID

Approximately 200 businesses are located in the BID area, bounded by Sunnyvale, Iowa, Mathilda and Evelyn Avenues. The current BID Board Members are:

Joe Antuzzi, Il Postale Restaurant
Dr. Gary Gold, Dr. Gary Gold & Associates
Leigh Odum, Leigh's Favorite Books
Kathy Johnson, Broadcom
Johnny Sevey, Rok Bistro
Joel Wyrick, SDA/BID Executive Director (non-voting member)

EXISTING POLICY

Sunnyvale Municipal Code Sections - Downtown Sunnyvale Business Improvement District:

- 3.60.050. Establishment of benefit assessment.
- 3.60.060. Purpose and use of benefit assessments.
- 3.60.110. Annual Budget Process
- 3.60.120. Decisions regarding expenditure of funds.

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

As part of the annual BID reauthorization, the BID Board (Board) is presenting the BID FY 2015/16 report based on current estimates and Budget for FY 2016/17 for Council approval (Attachment 1). Council is also being asked to adopt a Resolution of Intention (ROI) (Attachment 2) to begin the BID renewal process for FY 2016/17.

The Board is requesting that the BID be renewed for FY 2016/17. As of February 1, 2016, the BID collected \$30,737 in assessments for FY 2015/16. The proposed BID budget, as approved by the BID Board, for FY 2016/17 is \$172,810. This proposed budget includes \$32,000 from assessments and \$100,500 from special events, such as the Summer Music Series and the Jazz & Beyond Series. It also includes business sponsorships as well as the City's \$30,000 matching funds. Although, the budget for FY 2016/17 identifies a slight shortfall, the Board intends to cover the shortfall with FY 2015/16 surplus funds and will continue its practice of carefully monitoring expenditures and revenues.

The BID is mainly a marketing organization and organizes all of the downtown events. Some of the annual events include the Summer Music Series, the Jazz & Beyond Series, and the Holiday Tree Lighting. This year the SDA produced the Pre-Bowl Kick-Off Bash, which was held on the Saturday before Super Bowl 50. The annual events attracted members of the Sunnyvale community as well as visitors from surrounding cities. The Pre-Bowl event also attracted tourists visiting for the Super Bowl festivities. Events generate about 75% of the BID's annual revenue. Additional marketing continues on *SunnyvaleDowntown.com* and an updated downtown business directory.

If Council adopts the ROI, a public hearing is required to receive input from businesses regarding their issues, concerns, and support of the BID. The BID cannot be reauthorized if businesses within the BID boundaries paying more than 50% or more of the assessment file a protest. If reauthorized, the BID will use the same boundaries, benefit zones, and assessment methodology as in past years (Attachment 3).

In order for the BID to be reauthorized for FY 2016/17, Council is asked to approve the submitted BID's Annual Report and adopt the ROI. The ROI describes proposed boundaries as well as the time and place for the public hearing, scheduled for April 19, 2016. Notice of the public hearing will be published in a local newspaper such as the *Sunnyvale Sun* or the *San Jose Mercury News*. The adopted ROI will be mailed to all BID members and meeting notices will be emailed by BID staff. The City Council must hold the public hearing on April 19, 2016, to consider all oral and written protests received on or before that date regarding the BID reauthorization for FY 2016/17.

FISCAL IMPACT

Staff time from the Department of Finance is provided at an estimated cost of \$2,500 annually for the administration of the assessment. Because these costs are reimbursed by the BID, there is no fiscal impact to the City for providing this service.

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. Additional outreach was done by the BID Board through email communications to their members.

RECOMMENDATION

Approve the submitted FY 2015/16 BID Annual Report and Adopt the Resolution of Intention, and schedule a public hearing for April 19, 2016 to reauthorize the Business Improvement District for FY 2016/17.

Prepared by: Maria Rodriguez, Administrative Analyst

Reviewed by: Connie Verceles, Economic Development Manager

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. BID Annual Report and Budget
2. Resolution of Intention to Reauthorize the Downtown Sunnyvale Business Improvement District for Fiscal Year 2016/2017
3. Benefit Zones and Annual Assessments



February 1, 2016

TO: Mayor and City Council members
City of Sunnyvale

FROM: Joel Wyrick & The BID Board
Sunnyvale Downtown Association (SDA)

RE: State of the BID/SDA

Dear Sirs and Ma'am,

First of all I'd like to thank the City of Sunnyvale, the Mayor and City Council for your matching BID funds, support and attendance to our events. We are looking forward to another great year for the City of Sunnyvale. On January 6, 2016 the Board of Director's approved the renewal of the BID. Attached (Exhibit A) is a copy of the SDA's expense & revenue report for July 1, 2014 through June 30, 2015 along with projections for the 2015/16 fiscal year.

Past

Our start-up funding comes from the BID, which amounted to approximately \$31,000. For our 2015/16 fiscal year the SDA staff and Board decided to use the monies to produce: Summer Series Music + Market, The Jazz & Beyond Series, Magic of Sunnyvale and the Holiday Tree Lighting. The production of last year's events grossed \$96,000 from the sales, sponsorships and grants. Thanks to the matching funds from the city we were able to support two additional Summer Series events, The Magic of Sunnyvale, Visitor's Guide and the Pre-Bowl Bash. The positive feedback from the residents for these added events was much appreciated and welcome.

Present/For the Year

The Board approved the Executive Director's annual budget and his recommendations for the upcoming 2016 year.

Event Revenue & Overview

All events stayed within budget and virtually "status quo" as with the attendance. The Holiday Tree Lighting has no sales associated with the event but turns a profit due to very little City service fees attached to the event and good sponsorship support. Due to great weather for the Holiday Tree lighting attendance was the best in recent years at approximately 500 people. No cuts will be needed for this year and depending on our summer events receipts the SDA is also considering one event called "Carnigras". This would be a winter event (Feb. or Mar.) used as a filler for our calendar year. Again, this will depend on the success receipts of our summer events as any outdoor winter event comes with high risk due to possible "bad weather conditions".

Event Sponsorships

Staff was successful in securing sponsorships and partnerships for last year's events. Along with the City of Sunnyvale partnership, over \$20,000 in additional financial support has come from Broadcom, Essex, Carmel Properties, and Palo Alto Medical Foundation. Over 900 volunteer hours stemming from groups such as: Sunnyvale Neighborhood Groups, Sunnyvale Pop Warner, Lockheed Missiles and Space, Betty Boobs Cancer Society and Sunnyvale Leadership Group have made our events a success while creating communal pride.

Future

The BID Board strongly recommends that we continue the BID assessment. The BID serves as the SDA's seed money. Without the BID, we couldn't provide the services and events to our community. The BID will continue producing quality events and promoting downtown Sunnyvale as a good place to visit shop and do business. These events are especially important to continue to attract patrons to downtown.

The BID is a self-imposed tax of the downtown businesses. Outside of paying their standard fees, taxes and licenses associated with owning and operating a business these businesses have been and continue to reach into their pockets and come up with additional monies to: promote market and create events for the City of Sunnyvale and our community.

We are looking forward to partnering with the new developers of the former site known as the "Town Center". Obviously, the completion of the project will adversely affect the downtown environment; having a symbiotic relationship and joint marketing strategies will be paramount in the months to come. As of Jan. 1 2016, we increased our marketing strategies in the social media arena by hiring a local Sunnyvale marketing firm to enhance our presence through twitter and google. This is a welcome addition to our current Facebook and SunnyvaleDowntown.com website. Resources for marketing will include local and regional publications as well.

Overview

2015 was another strong year for us. The retail piece of the former Town & Country site is 95% occupied. New retailers such as City Wine Bar, Nom Burger, Orange Theory and Starbucks all seem to be doing well. We will continue to uphold our mission to promote, advocate and enhance the vitality of downtown Sunnyvale, seek out ways to create an even more attractive downtown for the community, its visitors and give many others a reason to live in our downtown and surrounding neighborhoods.

Thank you for your support and once again please support our request to continue the BID assessments.

If you have any questions please do not hesitate to call the SDA at 408-516-7217.

Board of Directors

Joe Antuzzi, Board Chair
Leigh Odum, Secretary
John Sevey, Member- At-Large

Dr. Gary Gold, Vice Chair
Kathy Johnson, Member-At-Large

SDA ORGANIZATION EXPENSE & REVENUE REPORT				2015-16	2016-17	Notes & Comments
				actual	projected	
EXPENSES						
	Advertising, Promotion & Marketing			\$ 170.00	\$ 7,600.00	hotel book and Jo Ho Marketing
	City Fees			\$ 800.00	\$ 800.00	BID
	Commissions & Fees (memberships, etc.)			\$ 3,720.00	\$ 4,000.00	
	Conferences, meetings & seminars (attended)			\$ -	\$ -	
	Contract Labor			\$ 38,275.00	\$ 39,600.00	all event and SDA staff is sub-contracted
	Dues/Subscriptions/Contributions			\$ -	\$ -	
	Events (costs directly associated with the event)					
	Summer Series Music + Market			\$ 40,173.00	\$ 43,000.00	
	Jazz & Beyond			\$ 26,810.00	\$ 28,000.00	
	Holiday Christmas Tree Lighting			\$ 4,027.00	\$ 5,000.00	
	Magic of Sunnyvale			\$ 18,402.00	\$ 20,000.00	
	Game Day			\$ 11,064.00	\$ 12,500.00	yes for 2016 pending 2017 (no big screen)
	St Patty's					
	Carnival			\$ -		"game day" or pending 2017
	Sub Total Events			\$ 100,476.00	\$ 108,500.00	
	Finance Services Charges				\$ -	
	Insurance					
	General			\$ 5,274.00	\$ 5,400.00	
	Directors & Officers			\$ -	\$ -	
	Legal & Accounting			\$ 540.00	\$ 550.00	
	Audit			\$ -	\$ -	
	Legal			\$ -	\$ -	
	Maintenance, Beautification & Repair (incl murphy lights)			\$ -		
	Office Supplies			\$ 17.00	\$ 100.00	
	Postage			\$ -	\$ -	billed to individual projects
	Printing & Reproduction			\$ -	\$ -	billed to individual projects
	Rent			\$ 2,551.00	\$ 2,700.00	(no office 2012 - PO box & Pod)
	Staff Salaries				\$ -	none we subcontract everything
	Supplies (non office)			\$ 2,817.00	\$ 1,500.00	mainly stage replacement parts
	Taxes, Licenses & permits			\$ 781.00	\$ 800.00	
	Telephone/ Internet/Website			\$ 1,260.00	\$ 1,260.00	cell, constant contact, pow web
	Travel & Entertainment			\$ -	\$ -	research
	Visitor's Guide			\$ 4,507.00	\$ 5,000.00	
	Contingency 3%			\$ -	\$ 8,589.30	
TOTAL EXPENSES				\$ 156,681.00	\$ 172,810.00	

		2015-16	2016-17	Notes & Comments
		actual	projected	
REVENUE				
CONTRIBUTED & SPONSORSHIP INCOME				
Grants				
	City/Government			
	Community Events Grant	\$ 6,560.00	\$ 6,560.00	
	Matching BID Sponsorship	\$ 30,000.00	\$ 30,000.00	
SUBTOTAL - GRANTS		\$ 36,560.00	\$ 36,560.00	
	Projects & Events Sales (incl. vendors)			
	Summer Series Music + Market	\$ 50,343.00	\$ 52,500.00	sponsorships included in revenue
	Jazz & Beyond	\$ 27,975.00	\$ 28,000.00	bev sales, pres sponsor, community grant
	Holiday Tree Lighting Celebration	\$ 2,945.00	\$ 3,000.00	based on last year's community grant
	Magic of Sunnyvale Wine Stroll	\$ 10,185.00	\$ 12,000.00	pending happens in May
	Game Day	\$ 4,569.00	\$ 5,000.00	
	Carni Gras			pending potential sponsorships
SUBTOTAL - PROJECTS & EVENTS		\$ 96,017.00	\$ 100,500.00	revenue includes corp. sponsorships
	SDA Memberships			
	BID Fees	\$ 31,042.00	\$ 32,000.00	
	Misc	\$ 800.00	\$ 800.00	stage rental to outside agencies
SUBTOTAL - SDA MEMBERSHIPS		\$ 31,842.00	\$ 32,800.00	
TOTAL REVENUE		\$ 164,419.00	\$ 169,860.00	
NET PROFIT/LOSS		\$ 7,738.00	\$ (2,950.00)	

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE DECLARING CITY COUNCIL'S
INTENTION TO LEVY AND COLLECT AN ASSESSMENT
AND TO REAUTHORIZE THE DOWNTOWN
SUNNYVALE BUSINESS IMPROVEMENT DISTRICT FOR
FISCAL YEAR 2016/2017 AND HOLD A PUBLIC HEARING**

WHEREAS, under California Streets and Highways Code Section 36500, *et seq.*, the City Council of the City of Sunnyvale is authorized to reauthorize an improvement district and to act as the legislative body for an improvement district; and

WHEREAS, the City Council now desires to review the annual report and proceed with the reauthorization of an improvement district in order to finance improvements and/or activities necessary or incident to development in the City of Sunnyvale.

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

1. Authority. The City Council proposes to conduct proceedings and declares its intention to reauthorize an improvement district pursuant to California Streets and Highways Code Section 36500, *et seq.*
2. Name. The name of the district will continue to be the "Downtown Sunnyvale Business Improvement District" (the "District").
3. Boundaries. No changes are proposed in the boundaries of the Business Improvement District as established in fiscal year 2015-2016.
4. Annual Report. The annual report for the District (the "Report") with a detailed description of the improvements and activities is on file in the office of the City Clerk and is attached to the Report to Council No. 16-0167 and the City Council hereby approves the Report.
5. Improvements. A Report with the types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District is on file in the Office of the City Clerk.
6. Benefit Fee. The City Council intends to levy an annual benefit fee on businesses in the District to pay for selected improvements and activities of the District. All funds of the District shall be expended on improvements and activities within the District. There are no changes proposed for the method and basis of levying the assessments in the Business Improvement District as established in fiscal year 2015-2016.

7. Exemption. New businesses shall be exempt from payment of the fee until the next period following the commencement of operations of the business.

8. Public Hearing. A public hearing to reauthorize the levying the assessment is hereby set for April 19, 2016, at 7:00 p.m., before the City Council of the City of Sunnyvale, at Council Chambers, City Hall, 456 West Olive Avenue, Sunnyvale, CA.

(a) Testimony. At the public hearing the testimony of all interested persons, for or against the reauthorization of the District and levying of the assessment, interested in matters concerning the boundaries of the District, the areas of benefit within the District and the assessments to be levied, will be heard.

(b) Protest(s). A protest against the reauthorization of the District and levying of the assessment, or any aspect of it, may be made orally or in writing. Any oral protest shall be made at the said public hearing. To count in the majority protest against the District, a protest must be in writing. A written protest may be withdrawn from record at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is shown on the official records of the City of Sunnyvale as the owner of the business. If the written protest is not signed by registered business owner, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceedings shall be in writing and clearly state the irregularity of defect to which objection is made.

If, at the conclusion of the public hearing, there are of record, written protests by the owners of the businesses within the District that will pay fifty percent (50%) or more of the total assessments of the entire District, no further proceedings to reauthorize the District and to levy the assessment shall occur for a period of one year from the date of the finding of a majority protest by the City Council.

If the majority of the written protests are only against the furnishing of a specified type or types of improvement or activity within the area, those types of improvements or activities shall be eliminated, pursuant to Streets and Highways Code Section 36525.

9. Notice of Public Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by causing copies of this Resolution to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication of this Resolution in a newspaper of general circulation once, at least seven (7) days before the hearing, and a list of places where copies of this Resolution are posted.

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

Benefit Zones and Annual Assessments

	ZONE A	ZONE B	ZONE C
Retailers, Restaurants, Bars	\$500	\$300	\$150
Service Businesses	\$300	\$200	\$100
Lodging	\$10/rm.	\$10/rm.	\$10/rm
Professional Services Businesses	\$100	\$100	\$100
Financial Institutions	\$500	\$500	\$500

Business type definitions:

Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service Businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

Lodging: Includes renting rooms by the day or week to community visitors.

Professional Services Businesses: Includes Architects, Engineers, Attorneys, Dentists, Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

Financial Institutions: Includes banking and savings and loan institutions as well as credit unions, etc.



City of Sunnyvale

Agenda Item

16-0176

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Approve Final Map (Tract No.10316) - 7 Townhomes at 1050-1060 Helen Avenue by Casa Camino, LLC, a California Limited Liability Company

BACKGROUND

A vesting tentative map was conditionally approved by the Planning Commission on March 23, 2015 for 7 townhomes with 7 residential lots and one common lot (Planning Application #2014-7985).

ENVIRONMENTAL REVIEW

Approval of final subdivision map is a ministerial action exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15268(b)(3).

DISCUSSION

The final map for Tract No. 10316 (Attachment 1) was examined by the Public Works staff and found to be technically correct, the subdivision is substantially the same as it appeared on the tentative map approved by the Sunnyvale Planning Commission on March 23, 2015 and in conformance with Sunnyvale Municipal Code Title 18 (Subdivisions) and the State of California Subdivision Map Act. As such, the City Council's approval of the final map is a ministerial act. The Developer executed a subdivision agreement (Attachment 2) and provided improvement securities (\$113,320.00 for faithful performance and \$113,320.00 for labor and material) to guarantee completion of all public improvements.

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 final map for Tract No. 10316; authorize the Mayor to sign Subdivision Agreement SD-15-03 upon submittal of other documents deemed necessary by the Director of Public Works; and direct the City Clerk to sign the City Clerk's Statement and forward the final map for recordation.

Prepared by: Arnold Chu, Civil Engineer

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Final Map of Tract No. 10316
2. Subdivision Agreement SD-15-03

OWNER’S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREON MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

STREET DEDICATION (EASEMENT)

WE ALSO HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STREETS AND PORTIONS OF STREETS NOT PREVIOUSLY EXISTING AS DELINEATED HEREON AND DESIGNATED AS "STREET EASEMENT HEREIN DEDICATED".

PUBLIC UTILITY EASEMENT (P.U.E.)

WE ALSO HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: CERTAIN PUBLIC UTILITY FACILITIES INCLUDING BUT NOT LIMITED TO POLES, ELECTRIC, TELEPHONE, AND CABLE CONDUITS AND WRES, GAS AND ALL APPURTENANCES AS DELINEATED HEREON AND DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.)

WE ALSO HEREBY STATE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EMERGENCY VEHICLE INGRESS AND EGRESS PURPOSES ON OR OVER THOSE CERTAIN STRIPS OF LAND DELINEATED HEREON AND DESIGNATED AS E.V.A.E. (EMERGENCY VEHICLE ACCESS EASEMENT). PARKING STALLS NOT DELINEATED ON THE MAP ARE EXCLUDED FROM THE LIMITS OF THE E.V.A.E. THE PERPETUAL MAINTENANCE OF IMPROVEMENTS WITHIN THE EASEMENT AREA SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

PRIVATE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS EASEMENT (P.I.E.E.)

WE ALSO HEREBY RESERVE FOR THE OWNERS OF ALL LOTS SHOWN ON THE HEREIN MAP AND THEIR LICENSEES, VISITORS, AND TENANTS, RECIPROCAL RIGHTS OF INGRESS AND EGRESS PURPOSES UPON AND OVER "LOT A" AS DELINEATED HEREON AND DESIGNATED AS "P.I.E.E." (PRIVATE INGRESS AND EGRESS EASEMENT). THE PERPETUAL MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS. SAID EASEMENTS ARE NOT OFFERED, NOR ARE THEY ACCEPTED FOR DEDICATION BY THE CITY OF SUNNYVALE. PARKING STALLS NOT DELINEATED ON THE MAP ARE EXCLUDED FROM THE LIMITS OF THE P.I.E.E.

PRIVATE WATER, STORM, SANITARY SEWER EASEMENTS

WE ALSO HEREBY RESERVE FOR THE OWNERS OF ALL LOTS SHOWN ON THE HEREIN MAP AND THEIR LICENSEES, VISITORS, AND TENANTS, RECIPROCAL RIGHTS UPON AND OVER "LOT A" FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE WATER AND STORM DRAINAGE AND SANITARY SEWER FACILITIES AS DELINEATED HEREON AND DESIGNATED AS "P.W.E." (PRIVATE WATER EASEMENT), "P.S.D.E." (PRIVATE STORM DRAIN EASEMENT) AND "P.S.S.E." (PRIVATE SANITARY SEWER EASEMENT). THE PERPETUAL MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE WATER AND STORM DRAINAGE AND SANITARY SEWER FACILITIES INCLUDING STORMWATER TREATMENT AND SITE DESIGN MEASURES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS. SAID EASEMENTS ARE NOT OFFERED, NOR ARE THEY ACCEPTED FOR DEDICATION BY THE CITY OF SUNNYVALE.

PRIVATE STREET

WE ALSO HEREBY RESERVE A PRIVATE STREET, DESIGNATED ON THE HEREIN MAP AS "ED ROTH TERRACE". THE PRIVATE STREET CONTAINED WITHIN THIS MAP IS NOT OFFERED, NOR IS IT ACCEPTED FOR DEDICATION FOR PUBLIC STREET PURPOSES.

COMMON AREA LOT

"LOT A", DESIGNATED ON THE HEREIN MAP, IS COMMON AREA FOR THE EXCLUSIVE USE OF THE RESIDENTS AND VISITORS OF THIS SUBDIVISION. IT CONTAINS, BUT IS NOT LIMITED TO, PRIVATE INGRESS AND EGRESS ACCESS, PRIVATE WALKWAYS, PRIVATE PARKING, PRIVATE UTILITIES, EMERGENCY VEHICLE ACCESS AND PUBLIC UTILITIES. "LOT A" WILL BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION.

KEEP "OPEN AND FREE"

ALL OF THE HEREIN DESCRIBED EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT THOSE APPURTENANCES ASSOCIATED WITH THE DEFINED EASEMENTS.

AS OWNER: CASA CAMINO LLC

BY: _____
NAME:
ITS:

ACKNOWLEDGMENT

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 _____)SS.
COUNTY OF _____)

ON _____ 20 _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

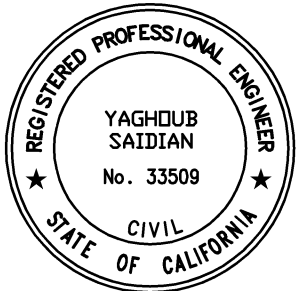
SIGNATURE: _____
PRINTED NAME: _____
PRINCIPLE COUNTY OF BUSINESS: _____
COMMISSION NUMBER: _____
COMMISSION EXPIRATION DATE: _____

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FMA DEVELOPMENT LLC IN JUNE 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JUNE 30, 2017, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE

YAGHOUB SAIDIAN
R.C.E. NO. 33509



SOILS REPORT NOTE

A SOILS REPORT HAS BEEN PREPARED BY ALLIANCE ENVIRONMENTAL AND SOIL ENGINEERING, ENTITLED "RESIDENTIAL DEVELOPMENT, 1050 & 1060 HELEN AVENUE, SUNNYVALE, CALIFORNIA", FILE NO. 14-1036-US/06-676-S, DATED AUGUST 2006, A COPY OF WHICH HAS BEEN FILED WITH THE CITY OF SUNNYVALE.

TRACT No. 10316

CONSISTING OF 2 SHEETS

BEING THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED OCTOBER 7, 2004 AS DOCUMENT NO. 18038867, OFFICIAL RECORDS OF SANTA CLARA COUNTY AND THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 23, 1991 AS DOCUMENT NO. 11031793, OFFICIAL RECORDS OF SAID COUNTY

LYING ENTIRELY WITHIN THE
CITY OF SUNNYVALE, SANTA CLARA COUNTY, CALIFORNIA

SCALE: 1 = 20' DATE: FEBRUARY 2016

ADVANCED DEVELOPMENT

2933 BENJAMIN COURT
SAN JOSE, CA 95124

CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP OF THE TRACT NO. 10316; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE BY: _____
CRAIG M. MOBECK
CITY ENGINEER
R.C.E. NO. 64496
CITY OF SUNNYVALE, CALIFORNIA

I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE BY: _____
KENNETH P. MOORE
P.L.S. NO. 4918

CITY CLERK’S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SUNNYVALE AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ 20____ DULY APPROVED THE HEREIN FINAL MAP OF THE TRACT NO. 10316 AS SHOWN HEREON AND ACCEPTED SUBJECT TO COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS ON BEHALF OF THE PUBLIC ALL EASEMENTS OFFERED FOR DEDICATION IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

DATE BY: _____
KATHLEEN FRANCO SIMMONS
CITY CLERK
CITY OF SUNNYVALE, CALIFORNIA

RECORDER’S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF MAPS AT PAGES _____, SANTA CLARA COUNTY RECORDS, AT THE REQUEST OF ADVANCED DEVELOPMENT.

FILE NO.: _____ REGINA ALCOMENDRAS
COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA

FEE: \$ _____ PAID

BY: _____
DEPUTY

BASIS OF BEARINGS

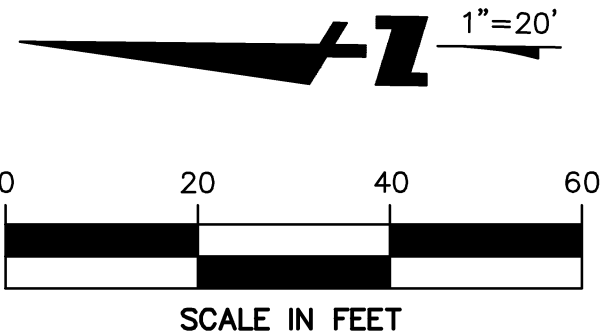
THE BEARING N00°36'30"W OF THE CENTER LINE OF HELEN AVENUE, BETWEEN FOUND MONUMENTS, AS SAID BEARING IS SHOWN ON MAP OF TRACT NO. 9632, FILED FOR RECORD IN BOOK 789 OF MAPS AT PAGES 1 AND 2, RECORDS OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

NOTES

- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- THE DISTINCTIVE BOUNDARY LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 25,726 SQUARE FEET (GROSS) AND 20,768 SQUARE FEET (NET), MORE OR LESS.

LEGEND

- ⊙ DISTINCTIVE BOUNDARY LINE
- SET 2-1/2" DIA. BRASS DISK WITH PUNCH MARK IN CONCRETE BASE, INSIDE CIRCULAR MONUMENT WELL, STAMPED "RCE 33509"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "RCE 33509"
- PUBLIC UTILITY EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- PRIVATE INGRESS & EGRESS EASEMENT
- PRIVATE WATER EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- PRIVATE SANITARY SEWER EASEMENT
- PACIFIC GAS AND ELECTRIC
- PACIFIC TELEPHONE AND TELEGRAPH
- SQUARE FEET
- RADIAL BEARING
- TOTAL DISTANCE
- RECORD DATA PER PARCEL MAP 521 M 54



TRACT No. 10316

CONSISTING OF 2 SHEETS

BEING THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED OCTOBER 7, 2004 AS DOCUMENT NO. 18038867, OFFICIAL RECORDS OF SANTA CLARA COUNTY AND THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 23, 1991 AS DOCUMENT NO. 11031793, OFFICIAL RECORDS OF SAID COUNTY

LYING ENTIRELY WITHIN THE
CITY OF SUNNYVALE, SANTA CLARA COUNTY, CALIFORNIA

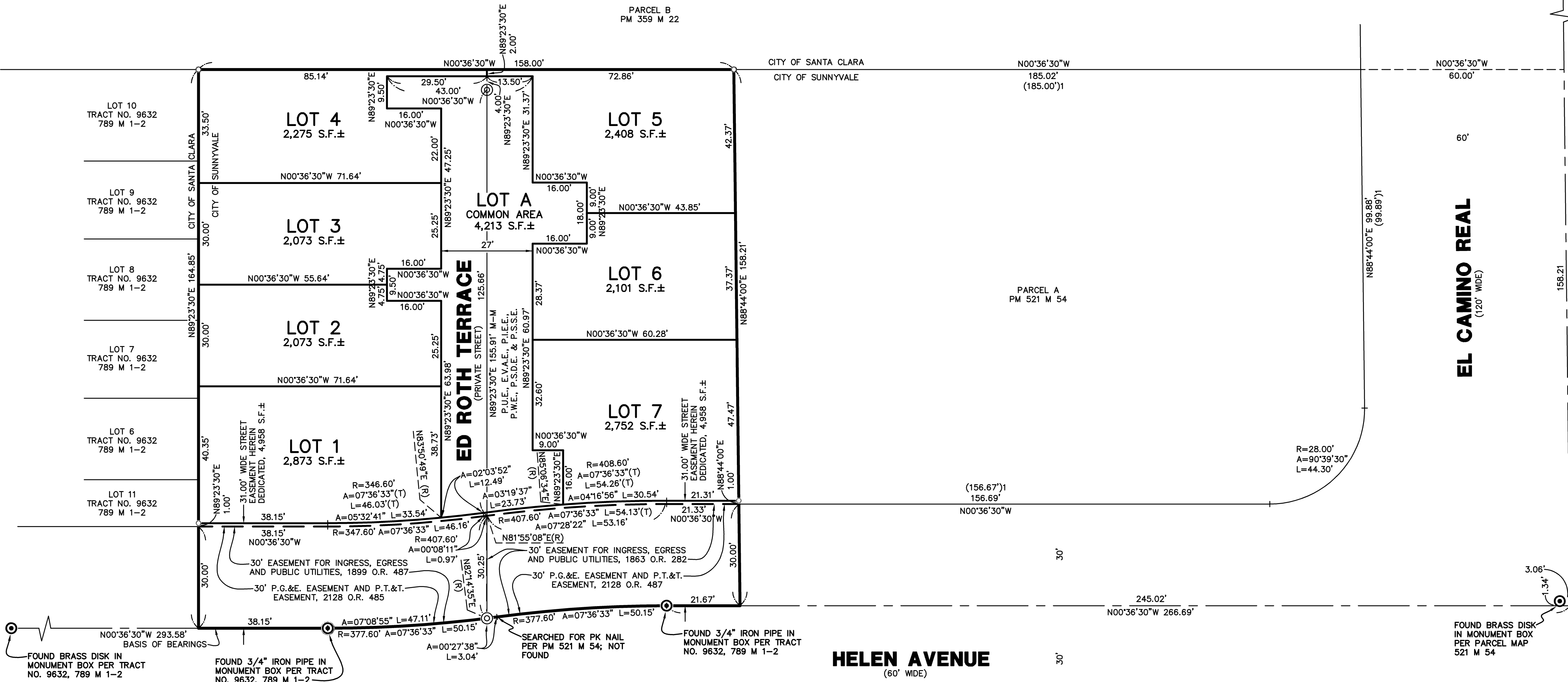
SCALE: 1 = 20' DATE: FEBRUARY 2016

ADVANCED DEVELOPMENT

2933 BENJAMIN COURT
SAN JOSE, CA 95124

FOUND BRASS DISK IN
MONUMENT BOX PER
PARCEL MAP 521 M 54

HALFORD AVENUE



RECORDING REQUESTED BY

NAME: City of Sunnyvale

WHEN RECORDED MAIL TO:

NAME: City of Sunnyvale/Engineering Division

ADDRESS: P.O. Box 3707

CITY/STATE/ZIP: Sunnyvale, CA 94088-3707

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

SUBDIVISION AGREEMENT

SD-15-03

THIS SUBDIVISION AGREEMENT (the "Agreement"), is made and entered into in the City of Sunnyvale, County of Santa Clara, State of California, this ____ day of _____, 2016, by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California, hereinafter called "City" and Casa Camino LLC, a California Limited Company, hereinafter called "Subdivider";

WITNESSETH:

This Agreement is entered upon the basis of the following facts, understandings and intentions of the City and the Subdivider:

- A. On March 23, 2015, the Planning Commission approved a vesting tentative map (the "Tentative Map") with conditions (Planning Application #2014-7985) for an area known as the 1050 & 1060 Helen Avenue, and identified as Santa Clara County Assessor's Parcel numbered 213-35-009 & 213-35-010 (the "Subdivision Area").
- B. The "Notice of Conditions of Approval" was recorded on May 1, 2015 with the Santa Clara County Recorder's Office as Document No. 22937623.
- C. Subdivider has requested that the final map and the improvement plans be approved by the City in accordance with City ordinances.
- D. Subdivider, by said final map, has offered for dedication to City those certain easements as delineated on said final map.
- E. City's approval of said final map is conditioned upon the execution by Subdivider of

this Agreement.

F. On _____ the City Council approved the final map.

NOW, THEREFORE, in consideration of Subdivider's execution of this Agreement and delivery of the improvement securities required under section 2, and, subject to completion in accordance with this Agreement, the acceptance of streets and easements therein, and Subdivider and City agree as follows:

1. Completion of Improvements.

- (a) Subdivider shall complete all improvements for public use in the Subdivision Area consistent with the Planning Application #2014-7985 conditions of approval (the "COA's").
- (b) Subdivider shall furnish, construct and install at Subdivider's own expense all improvements as required by Title 18 of the Sunnyvale Municipal Code, or as amended, and as required by the Tentative Map in accordance with all City approved plans and specifications.
- (c) Any deviation from this Paragraph 1 is subject to mutual agreement upon a 30-day advance written notice and subject to Paragraph 15.

2. Improvement Securities.

(a) Faithful Performance Bond – Subdivider has furnished and delivered to City concurrently with this Agreement, adequate and acceptable improvement security as required by Title 18 of the Sunnyvale Municipal Code, or as amended, in the amount of One Hundred Thirteen Thousand Three Hundred Twenty and No/100 dollars (\$113,320.00) to secure Subdivider's faithful performance of furnishing, constructing or installing all improvements required by Paragraph 1 above.

(b) Labor And Material Bond – Subdivider has furnished and delivered to City concurrently with this Agreement, adequate and acceptable improvement security as required by Title 18 of the Sunnyvale Municipal Code, or as amended, in the amount of One Hundred Thirteen Thousand Three Hundred Twenty and No/100 dollars (\$113,320.00) as security for the payment to the contractor, his/her subcontractors and to all persons furnishing materials, provisions, provender, or other supplies, or equipment or teams to them and used in, upon, or about the improvements required to be furnished, constructed and installed in Paragraph 1 above, or for performing any work or labor of any kind in, about or upon said improvements, and for payment of a reasonable attorney's fee to be fixed by the court in case suit is brought by the City.

(c) The amount of the improvement securities provided by Subdivider under Paragraphs 2.(a) and 2.(b), as shown on Exhibit "A" attached hereto, shall be adjusted annually based on the Engineering News Record Construction Price Index issued in _____ of each year. Subdivider shall have an affirmative obligation to provide the City with evidence of valid security no later than _____ of each year until all improvements required by Paragraph 1 have been constructed, provided, however, that no legal action will be taken by the City based on this provision without prior written notice to the Subdivider.

(d) City shall reduce Subdivider's security amount upon Subdivider's completion of improvements required by Paragraph 1 above and receipt of an unconditional lien release in accordance with the Sunnyvale Municipal Code Section 18.20.260.

(e) Notwithstanding Paragraph 2.(d) above, Subdivider shall maintain a minimum of twenty-five percent (25%) of the faithful performance securities required by Paragraph 1 for a period of one (1) year ("Warranty Period") from completion and acceptance by the Director of Public Works of improvements required by Paragraph 1 above, against any defective work or labor done by Subdivider or its contractors or defective materials supplied by Subdivider or its contractors as warranty security ("Warranty Security"). City shall release the Warranty Security upon expiration of the Warranty Period and settlement of any claims filed during the Warranty Period related to work, labor or materials provided by Subdivider or its contractors.

(f) Maintenance Bond – Subdivider has furnished and delivered to City concurrently with this Agreement, adequate and acceptable maintenance security to install and maintain all private streets, curbs, walkways, lighting systems, private sanitary sewer, water mains, and storm drains within all common and open areas, as well as continual maintenance of all landscaping and appurtenances, in the amount of Five Thousand Three Hundred and No/100 dollars (\$5,300.00) as guarantee for the above-mentioned maintenance, including repair and replacement on an emergency basis, for a period commencing from the date of this Agreement until 75 percent of the units for the Property (Tract No. 10316) are sold. Said security shall remain in full force and effect even though the common areas have been transferred to the Homeowners Association, if applicable. If after a 15-day notice period, deficiencies are not corrected, the City shall have the right to demand that the corrections be made through the bonding company, or that funds held by financial institutions or escrow agents be released to the City. The City shall have the right to draw from and use any part of or the total of any cash deposit held by the City for the purpose of securing the performance of said maintenance.

3. Indemnification. Subdivider shall indemnify and hold harmless City, its officers, employees, and agents from any and all liability, damages, claims, or causes of action for injury to person or persons, or damage to property which may arise out of, or occur by reason of the performance or work by Subdivider or its contractors in furtherance of this agreement and the Conditions of Approval, including all costs and attorney fees incurred in defending any claim arising as a result thereof. Any performance or work provided by other property owner(s) or their contractors within the Subdivision Area will not be an obligation of Subdivider and such other property owner(s) shall indemnify the City and Subdivider therefore under a separate agreement.

4. Insurance. Concurrently with the acceptance of this Agreement, Subdivider shall furnish and deliver to City a certificate showing that Subdivider has such public liability and property damage insurance insuring Subdivider against any loss or liability of any kind or nature whatsoever which may arise during the performance of, or which may result from any of the work herein required to be done by Subdivider, including all costs of defending

any claim arising as a result thereof. Such policy shall be in an aggregate amount of at least One Million Dollars (\$1,000,000.00) for the death or injury to any person or persons in any one accident or occurrence. Subdivider shall also provide Certificates from its contractors who will perform the work which shall show Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees. Said policies shall remain in full force and effect until this Agreement shall be fully performed and shall state by its terms or by an endorsement thereof that said policy shall not be canceled until the City shall have at least thirty (30) days notice in writing of said cancellation.

A contractual liability endorsement shall be added to each insurance policy extending coverage to include the liability assumed in Paragraph 4 above. THE CITY OF SUNNYVALE MUST BE NAMED AS AN ADDITIONAL INSURED.

5. Fees and Charges. The following fees and charges shall be paid prior to final map recordation or any encroachment permit issuance whichever occurs first:

1. Sanitary Sewer	
a. Connection	\$ 24,395.00
b. Existing Sanitary Sewer Frontage Charge	\$ N.A.
2. Storm Drain Connection	\$ N.A.
3. Water	
a. Connection	\$ 2,894.00
b. Existing Water Main Frontage Charge	\$ N.A.
c. Water Meters	\$ 5,880.00
d. Tapping Fee	\$ 1424.00
4. Fire Hydrants	\$ N.A.
5. Inspection and/or Engineering (Based upon 100% of improvements as required by the tentative map)	\$ 20,562.80
6. Street Lighting System	\$ N.A.
7. Street Trees	\$ 108.00
8. Maintenance Deposit (Based upon 100% of improvements as required by the tentative map)	\$ 1883.20
9. Other: final map fee, record drawing & technology	\$ 5,135.00
TOTAL FEES AND CHARGES	\$ 62,282.00

Please note there are other applicable fees such as technology fees, cross-connection inspection/testing fees, and/or building clearance fee associated with the project that need to be paid separately at the time of each corresponding permit issuance.

6. Construction Yard and Laydown Areas. Subdivider shall locate any construction yard for the storage of equipment, vehicles, supplies and materials or the preparation or fabrication thereof, to be used in connection with the installation of improvements for said subdivision or the construction of buildings, therein, in such a manner so as to cause a minimum of inconvenience to persons living in the areas immediately adjacent to said subdivision, and to obtain the approval of the Director of Public Works to the proposed location of the yard. Immediately upon completion of the final building to be constructed in the subdivision, or unit thereof, to which this agreement refers, Subdivider shall cease using the construction yard and to remove therefrom all supplies, materials, equipment, or vehicles being stored or kept thereon. Subdivider agrees not to use the construction yard in connection with the installation of improvements or construction of buildings in any other subdivision, or any other unit of the subdivision to which this agreement refers. City may extend the time within which the construction yard may be used or within which supplies, materials, equipment or vehicles may be stored or kept thereon if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Subdivider stating fully the grounds and facts relied upon it for such extension.

7. Time Limitations. Subdivider shall perform all of the work required by Paragraph 1 on or before eighteen (18) months from the effective date of this Agreement, however, that City may extend the time within which City work and improvements shall be completed if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Subdivider stating fully the grounds and facts relied upon for such extension.

8. Inspections. The Director of Public Works shall inspect all of the improvements made pursuant hereto to determine that they comply with all City regulations.

9. Workmanlike Manner During Construction. Subdivider shall keep and maintain all areas within the improved or partially improved public streets or public rights-of-way contiguous and adjacent to and within the hereinabove referenced to Subdivision Area, including streets being constructed and/or improved pursuant to this Agreement, free and clear of all dirt, mud, sand, gravel, rocks, bricks, stones, shingles, roofing material, lumber, tool sheds, construction buildings and other similar items at all times during the improvement and construction of the improvement and all buildings and other structures within said Subdivision.

10. Maintenance Deposit. – Concurrently with the acceptance of this Agreement, Subdivider has posted and filed with City a cash deposit in the amount of One Thousand Eight Hundred Eighty Three and 20/100 dollars (\$1,883.20) to guarantee that all areas to be improved within public streets and public rights-of-way, as required by the approved improvements plans, are properly maintained, repaired, replaced, restored

and rebuilt including all concrete work, street pavement, street lighting system, storm drain system, sanitary sewer system, water main system and proper clean up and sweeping of all debris, buildings, equipment and other items. In the event Subdivider fails, neglects, or refuses to maintain said areas, City is hereby authorized to expend all or any portion of said deposit during construction and during the one year maintenance period to accomplish the above for a clean and safe project site.

11. Binding on Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

12. Assignment Prohibited. This Agreement shall not be assigned without the prior written consent of the City.

13. Recordation of Agreement. Concurrently with recordation of the final map, Subdivider shall cause recordation of this Agreement with the County Recorder. By recordation of this Agreement, it is the parties intent to provide notice to future purchasers that the obligations, conditions, and benefits set forth shall run with the land. City shall record this Agreement if Subdivider fails to record subject Agreement.

14. Covenants, Conditions and Restrictions. The Declaration of Covenants, Conditions and Restrictions (C. C. & R.'s) applicable to the Property Area within the Subdivision Area as approved by the City of Sunnyvale shall be filed in the office of the Recorder of Santa Clara County. A certificate of recording or other evidence of recording shall be filed with the City Clerk.

15. Miscellaneous Provisions.

(a) All modifications, amendments or waivers under this Agreement must be in writing and signed by the authorized representatives of the parties also known as "City" and "Subdivider".

(b) The Director of Public Works or his/her designee is the authorized representatives for the City.

(c) This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Santa Clara.

(d) This Agreement is not subject to any other agreement(s) between the two property owners within the Subdivision Area.

(e) Time is of the essence.

(f) The provisions of this Agreement are severable. If any portion is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

(g) Each of the Exhibits referenced in this Agreement are attached hereto and incorporated herein.

(h) This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original but all of which shall constitute a single agreement.

IN WITNESS WHEREOF, the City of Sunnyvale has caused this Agreement to be executed on the ____ day of _____, 2016, and Subdivider has caused this Agreement to be executed the day and year first above written.

CITY OF SUNNYVALE
A Municipal Corporation

SUBDIVIDER:

Casa Camino LLC, a California limited liability company

Casa Camino LLC, a California limited liability Company, its Managing Member

By:

James Griffith, Mayor

By:

Fereydoun Azarm
Fereydoun Azarm

APPROVED AS TO FORM:

Robert L. Boco, Sr. Assistant City Attorney

APPROVED AS TO CONTENT:

Craig M. Mobeck
Craig M. Mobeck, City Engineer
Assistant Director of Public Works

ATTEST:

Kathleen Franco Simmons, City Clerk

All SUBDIVIDER signatures must be acknowledged by a notary public.
Mayor signature must be acknowledged by a notary public.

Attachment:
Exhibit A – Engineer's Opinion of Probable Costs

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.

ACKNOWLEDGMENT

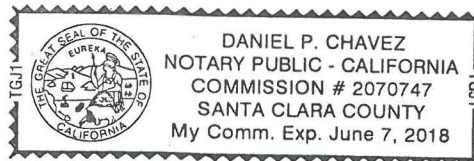
State of California
County of Santa Clara} ss.

On 1-28-16 before me, DANIEL P. CHAVEZ, Notary Public, personally appeared Fereydoun Azam, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

☐ Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

EXHIBIT "A"

Engineer's Opinion of Probable Costs

ADVANCED DEVELOPMENT

2933 Benjamin Court, San Jose, CA 95124

Phone / Fax: (408) 376-0570

Cellular: (408) 891-1689

Registered Civil Engineer # 33509

General Contractor # 534913

Real Estate Broker # 01795897

Engineering Estimate Tract 10316

Date: 12/8/15

Offsite Improvement

#	Item Description	Unit	Quantity	Unit Price (\$)	Total Amount (\$)
1	Electrolier	EA	1	4,000.00	4,000
2	Dip Lift AC	SF	160	6.00	960
3	STD Type A2-6 C&G	LF	160	30.00	4,800
4	STD 6.0 Wide S/W	SF	960	9.00	8,640
5	STD D/W Approach	EA	1	1,000.00	1,000
6	Sanitary Sewer MH	EA	2	6,500.00	13,000
7	8" PVC Main	LF	124	90.00	11,160
8	Break into SSMII	EA	1	3,000.00	3,000
9	2" TAB to existing water main	EA	2	1,000.00	2,000
10	Type II Slurry seal	SF	5,760	2.84	16,358
11	Sawcut & remove ex. C&G, S/W and D/W	LS			4,500
12	PG&E joint trench, conduit	LS			15,000
13	offsite landscape & irrigation	LS			3,100
14	Street Trees	EA	4	400	1,600
15	Root barrier	LF	80	30	2,400
16	Street monument	EA	1	500	500
17	water line vertical offset	EA	1	11,000.00	11,000.00

Subtotal 103,018

10% Contingency

92,018 x 0.1 = **10,302**

total estimated cost: 113,320



ADVANCED DEVELOPMENT

2933 Benjamin Court, San Jose, CA 95124

Phone / Fax: (408) 376-0570

Cellular: (408) 891-1689

Registered Civil Engineer # 33509

General Contractor # 534913

Real Estate Broker # 01795897

Engineering Estimate Tract 10316

Date: 10/15/2015

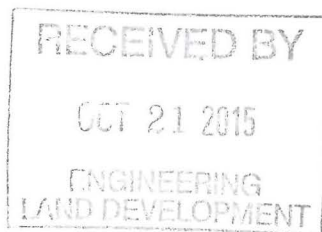
On siteImprovement

#	Item Description	Unit	Quantity	Unit Price (\$)	Total Amount (\$)
1	Demolishing of existing building and offhau	LS	1	18,000.00	18,000
2	SS clean out	EA	8	300.00	2,400
3	6" sanitary sewer main	LF	100	25.00	2,500
4	4" SS lateral	LF	76	15.00	1,140
5	1" water lines	LF	490	15.00	7,350
6	Landscaping and irrigation	LS	1	15,000.00	15,000
7	PG&E joint trench	LS	1	25,000.00	25,000
8	concrete band alog pavers	LF	370	4.00	1,480
9	pervious pavers including drain rock	SF	4,000	8.00	32,000
10					

total 104,870

total estimated cost

104,870





City of Sunnyvale

Agenda Item

16-0246

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Annual Review and Approval of City's Code of Ethics and Conduct for Elected and Appointed Officials

DISCUSSION

This report represents Council's annual opportunity to review and revise the City's Code of Ethics and Conduct for Elected and Appointed Officials (hereafter referred to as "the Code") (See Attachment 1). Council policy requires that this review be performed shortly after the selection of the Mayor and/or Vice Mayor each year.

The Code contains a section on ethical standards and a section on conduct which describes the manner in which officials should treat one another, City staff, constituents, and others with whom they may come in contact while representing the City.

No changes to the Code are proposed by staff. The City's boards and commissions that meet on a regular basis completed their annual review of the Code during the months of September 2015 - March 2016 and no specific suggestions were made to revise the Code. The Board of Building Code Appeals, which meets only on an as-needed basis, will complete the annual review at their next scheduled meeting.

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) (5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

EXISTING POLICY

2015 Code of Ethics and Conduct for Elected and Appointed Officials.

FISCAL IMPACT

There is no fiscal impact associated with this report.

PUBLIC CONTACT

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

RECOMMENDATION

Review and approve the 2016 Code of Ethics and Conduct for Elected and Appointed Officials with no changes from the 2015 Code as set forth in Attachment 1 of the report.

Prepared by: Lisa Natusch, Deputy City Clerk

Approved by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Proposed 2016 Code of Ethics and Conduct for Elected and Appointed Officials



City of Sunnyvale

~~2015-2016~~ Code of Ethics and Conduct for Elected and Appointed Officials

"Conduct is three-fourths of our life and its largest concern."

-- Matthew Arnold

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For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.

Policy Purpose

The Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The citizens and businesses of Sunnyvale are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of Sunnyvale Commitment to Excellence, the effective functioning of democratic government therefore requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. The Ethics section of the City's Code of Ethics and Conduct provides guidance on ethical issues and questions of right and wrong.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Sunnyvale and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Sunnyvale City Council, boards and commissions.
2. Comply with both the spirit and the letter of the Law and City Policy. Members shall comply with the laws of the nation, the State of California and the City of Sunnyvale in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; the Sunnyvale City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.
3. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.
4. Respect for Process. Members shall perform their duties in accordance with the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

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5. Conduct of Public Meetings. Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.
6. Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. Communication. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process.
8. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.
9. Gifts and Favors. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. Confidential Information. Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. Use of Public Resources. Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
12. Representation of Private Interests. In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
13. Advocacy. Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Sunnyvale, nor will they allow the inference that they do.

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Councilmembers and board and commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, board/commission meetings, or other official City meetings.

14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Sunnyvale City government as outlined by the Sunnyvale City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of boards and commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT

The Conduct section of the City's Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and board and commission members should treat one another, City staff, constituents, and others they come into contact with in representing the City of Sunnyvale. It reflects the work of a Council Policy and Protocol Subcommittee that was charged with defining more clearly the behavior, manners, and courtesies that are suitable for various occasions. The Subcommittee also considered a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected and appointed officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers and board and commission members to do the right thing in even the most difficult situations.

1. Elected and Appointed Officials' Conduct with One Another

"In life, courtesy and self-possession, and in the arts, style, are the sensible impressions of the free mind, for both arise out of a deliberate shaping of all things and from never being swept away, whatever the emotion, into confusion or dullness."

-- William Butler Yeats

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Elected and appointed officials are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may "agree to disagree" on contentious issues.

1(a). In Public Meetings

Use formal titles

Elected and appointed officials should refer to one another formally during public meetings, such as Mayor, Vice Mayor, Chair, Commissioner or Councilmember followed by the individual's last name.

Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the role of the chair in maintaining order

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

Avoid personal comments that could offend other members

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

Demonstrate effective problem-solving approaches

Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Outside of official board or commission meetings, individual board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose. In private settings, board and commission members may communicate at any time and on any subject with individual members of the City Council, and may express to them individual viewpoints and opinions. In public, however, all members shall represent the official policies or positions of their board or commission, with the following exception. During a Council public hearing on any item addressed by the board or commission, any member may speak under standard time limits, but shall indicate whether their testimony represents an official position (majority opinion) or a minority opinion of the board/commission to which they belong. The chair shall represent the majority view of the

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board or commission, but may report on any minority views as well, including his or her own. When an official board or commission position differs from staff's recommendation on a particular policy issue, then at the Mayor's discretion additional time may be provided to the chair of the board or commission (or his/her designee) to explain the position of the board/commission or to rebut statements made by staff or the public. If new information is brought to light during a public hearing which was not shared previously with the board or commission, the Mayor may allow the board or commission chair to respond. If the Council deems the new information sufficient to warrant additional study, then by majority vote Council may remand the issue back to the board or commission for further study prior to taking other action itself.

Individual opinions and positions may be expressed by board and commission members regarding items that have not come before the particular board/commission to which they belong. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Sunnyvale, nor will they allow the inference that they do.

Although a board or commission may disagree with the final decision the Council makes, the board or commission shall not act in any manner contrary to the established policy adopted by the Council.

1(b). In Private Encounters

Continue respectful behavior in private

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

Be aware of the insecurity of written notes, voicemail messages, and E-mail

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speaker phone in a full office? What would happen if this E-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

Even private conversations can have a public presence

Elected and appointed officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

In private, board and commission members may communicate at any time and on any subject with the City Council, and may express to Council individual viewpoints and opinions.

2. Elected and Appointed Officials' Conduct with City Staff

"Never let a problem become an excuse."

-- Robert Schuller

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Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implements and administers the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

Member questions/inquiries to City staff

1. General. Council and board/commission communications with City staff should be limited to normal City business hours unless the circumstances warrant otherwise. Responses to Council questions posed outside of normal business hours should be expected no earlier than the next business day.
2. Routine Requests for Information and Inquiries. Members may contact staff directly for information made readily available to the general public on a regular basis (e.g., "What are the library's hours of operation?" or "How does one reserve a tee time at the golf course?"). Under these circumstances staff shall treat the member no differently than they would the general public, and the member shall not use their elected status to secure preferential treatment. The city manager does not need to be advised of such contacts.
3. Non-Routine Requests for Readily Available Information. Members may also contact staff directly for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., "How many traffic lights are there in the City?" or "Under what circumstances does the City lower its flags to half mast?").
4. Non-Routine Requests Requiring Special Effort. Any member request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the city manager, or to the city attorney, as appropriate (e.g., "How many Study Issues completed over the past five years have required 500 or more hours of staff time?", or "What is the logic behind the City's sign ordinances affecting businesses along El Camino Real?"). The city manager (or city attorney as appropriate) shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all Councilmembers (if originating from a Councilmember), relevant board or commission members (if originating from a board or commission member), the city manager, the city attorney as appropriate and affected department directors.
5. Meeting Requests. Any member request for a meeting with staff must be directed to the city manager or city attorney, as appropriate.
6. Public Safety Restrictions. Under certain circumstances, requests for information regarding operations or personnel of the Department of Public Safety may be legally restricted. Applicable statutes include: The Peace Officers' Procedural Bill of Rights (California Government Code

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Section 3300, et seq.), Confidentiality of Peace Officer Records (California Penal Code Section 832.5-7), and a number of exceptions to the California Public Records Act, defined in Government Code Section 6254. Providing information in response to such requests could violate the law, and might also violate due process rights that have been defined for peace officers in the State of California. Accordingly, it shall be the policy of the City of Sunnyvale to strictly comply with all applicable legal authorities governing the release of Department of Public Safety information and records.

Do not disrupt City staff from their jobs

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

Never publicly criticize an individual employee

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the city manager through private correspondence or conversation. Comments about staff in the office of the city attorney should be made directly to the city attorney. Appointed officials should make their comments regarding staff to the city manager or the Mayor.

Do not get involved in administrative functions

Elected and appointed officials must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. [See Code of Ethics] The Sunnyvale City Charter, Section 807, also contains information about the prohibition of Council interference in administrative functions.

Check with City staff on correspondence before taking action

Before sending correspondence, Councilmembers should check with City staff to see if an official City response has already been sent or is in progress. Board and commission members shall not send correspondence except as authorized under the City's policies governing volunteers. (Council Policy 7.2.19, Boards and Commissions.)

Limit requests for staff support

Routine secretarial support will be provided to all Councilmembers. The Council Executive Assistant opens all mail for Councilmembers, unless a Councilmember requests other arrangements. Mail addressed to the Mayor is reviewed first by the city manager who notes suggested action and/or follow-up items.

Requests for additional staff support – even in high priority or emergency situations – should be made to the city manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.

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Do not solicit political support from staff

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

3. Elected and Appointed Officials' Conduct with the Public

"If a man be gracious and courteous to strangers, it shows he is a citizen of the world, and that his heart is no island cut off from other lands, but a continent that joins to them."

-- Francis Bacon

3(a). In Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

Be welcoming to speakers and treat them with care and gentleness. While questions of clarification may be asked, the official's primary role during public testimony is to listen.

"I give many public presentations so standing up in front of a group and using a microphone is not new to me. But I found that speaking in front of Council was an entirely different experience. I was incredibly nervous and my voice was shaking. I think the reason was because the issue was so personal to me. The Council was going to take a vote that would affect my family's daily life and my home. I was feeling a lot of emotion. The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity."

Be fair and equitable in allocating public hearing time to individual speakers.

"The first thing the Mayor said to me was to be brief because the meeting was running late and the Council was eager to go home. That shouldn't be my problem. I'm sorry my item was at the end of the agenda and that there were a lot of speakers, but it is critically important to me and I should be allowed to say what I have to say and believe that the Council is listening to me."

The chair will determine and announce limits on speakers at the start of the public hearing process. Questions should not be asked for the express purpose of allowing one speaker to evade the time limit imposed on all others (e.g., "Was there something else you wanted to say?"). Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed ten. If many speakers are anticipated, the chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the chair requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the chair reopens the public hearing for a limited and specific purpose.

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Give the appearance of active listening

It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials. To express an opinion or pass judgment prior to the close of a public hearing casts doubt on a member's ability to conduct a fair review of the issue. This is particularly important when officials are serving in a quasi-judicial capacity.

Ask for clarification, but avoid debate and argument with the public

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

If speakers become flustered or defensive by questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by members to the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

No personal attacks of any kind, under any circumstance

Members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

Follow parliamentary procedure in conducting public meetings

The city attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. The chair, subject to the appeal of the full Council or board/commission makes final rulings on parliamentary procedure.

3(b). In Unofficial Settings

Make no promises on behalf of the Council, board/commission or City

Members will frequently be asked to explain a Council or board/commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council or board/commission action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

Make no personal comments about other members

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other members, their opinions and actions.

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Remember that despite its impressive population figures, Sunnyvale is a small town at heart. Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Sunnyvale. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

4. Council Conduct with Other Public Agencies

*"Always do right. This will gratify some people and astonish the rest."
-- Mark Twain*

Be clear about representing the City or personal interests

When representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint. Outside of official board or commission meetings, board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose.

When representing another organization whose position is different from the City, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

Correspondence also should be equally clear about representation

City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of official correspondence should be given to the Council Executive Assistant to be filed in the Council Office as part of the permanent public record.

City letterhead should not be used for non-City business nor for correspondence representing a dissenting point of view from an official Council position.

5. Council Conduct with Boards and Commissions

*"We rarely find that people have good sense unless they agree with us."
--Francois, Duc de La Rochefoucauld*

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

If attending a board or commission meeting, be careful to only express personal opinions

Councilmembers may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a board or commission meeting should be

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clearly made as individual opinion and not a representation of the feelings of the entire City Council.

Limit contact with board and commission members to questions of clarification

It is inappropriate for a Councilmember to contact a board or commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact board or commission members in order to clarify a position taken by the board or commission.

Remember that boards and commissions serve the community, not individual Councilmembers

The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council. But board and commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

Be respectful of diverse opinions

A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.

Keep political support away from public forums

Board and commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support board and commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

6. Conduct with the Media

"Keep them well fed and never let them know that all you've got is a chair and a whip."

-- Lion Tamer School

Board and commission members are not authorized to represent the City outside of official board/commission meetings unless specifically authorized to do so.

Councilmembers are frequently contacted by the media for background and quotes.

The best advice for dealing with the media is to never go "off the record"

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

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The Mayor is the official spokesperson for the City on City positions.

The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

Choose words carefully and cautiously

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

C. SANCTIONS

*"You cannot have a proud and chivalrous spirit if your conduct is mean and paltry;
for whatever a man's actions are, such must be his spirit."*

-- Demosthenes

Model of Excellence

City Councilmembers, Board and Commission Members, and Council appointees who do not sign the Model of Excellence (Appendix A) shall be ineligible for intergovernmental assignments or Council subcommittees.

Ethics Training for Local Officials

City Councilmembers, Board and Commission Members, and Council appointees who are out of compliance with State- or City-mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council sub-committees, and may be subject to sanctions.

Public Disruption

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

Inappropriate Staff Behavior

Councilmembers should refer to the city manager any City staff or to the city attorney any City Attorney's staff who do not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. (Please refer to the section on Council Conduct with City Staff for more details on interaction with Staff.)

Councilmembers Behavior and Conduct

Compliance and Enforcement. The Sunnyvale Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Sunnyvale City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Mayor and Council have the additional responsibility to

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intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Sunnyvale or with inter-government agencies) or have official travel restricted. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Councilmembers should point out to the offending Councilmember infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

Board and Commission Members Behavior and Conduct

Counseling, verbal reprimands and written warnings may be administered by the Mayor to board and commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective board or commission, the city clerk, the city attorney, the city manager, and the City Council. Written reprimands administered by the Mayor shall not be included in packets for public meetings and shall not be publicized except as required under the Public Records Act.

The City Council may impose sanctions on board and commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation. The Report to Council shall be distributed in accordance with normal procedures, including hard copies to numerous public facilities and posting online. Any Report to Council addressing alleged misconduct by a board or commission member shall be routed through the Office of the city attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Records Act.

When deemed warranted, the Mayor or majority of Council may call for an investigation of board or commission member conduct. Should the city manager or city attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the city manager and/or the city attorney to investigate the allegation and report the findings.

The results of any such investigation shall be provided to the full Council in the form of a Report to Council, and shall be placed on the agenda of a noticed public meeting as "Information Only". Any such report shall be made public and distributed in accordance with normal procedures (i.e., hard copies to numerous public locations and posted online). Any report to Council addressing the

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investigation of board and commission members shall be routed through the Office of the City Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Records Act.

It shall be the Mayor and/or the Council's responsibility to determine the next appropriate action. Any such action taken by Council (with the exception of "take no further action") shall be conducted at a noticed public hearing. These actions include, but are not limited to: discussing and counseling the individual on the violations; placing the matter on a future public hearing agenda to consider sanctions; forming a Council ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for Council consideration.

Under the City Charter, the City Council also may remove members of boards and commissions from office. A violation of this Code of Ethics and Conduct shall not be considered a basis for challenging the validity of a Council, board or commission decision.

D. PRINCIPLES OF PROPER CONDUCT

Proper conduct IS ...

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

Proper conduct IS NOT ...

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

It all comes down to respect

Respect for one another as individuals ... respect for the validity of different opinions ... respect for the democratic process ... respect for the community that we serve.

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E. CHECKLIST FOR MONITORING CONDUCT

- Will my decision/statement/action violate the trust, rights or good will of others?
- What are my interior motives and the spirit behind my actions?
- If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- How would my conduct be evaluated by people whose integrity and character I respect?
- Even if my conduct is not illegal or unethical, is it done at someone else's painful expense? Will it destroy their trust in me? Will it harm their reputation?
- Is my conduct fair? Just? Morally right?
- If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- Does my conduct give others reason to trust or distrust me?
- Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- Do I exhibit the same conduct in my private life as I do in my public life?
- Can I take legitimate pride in the way I conduct myself and the example I set?
- Do I listen and understand the views of others?
- Do I question and confront different points of view in a constructive manner?
- Do I work to resolve differences and come to mutual agreement?
- Do I support others and show respect for their ideas?
- Will my conduct cause public embarrassment to someone else?

F. GLOSSARY OF TERMS

attitude	The manner in which one shows one's dispositions, opinions, and feelings
behavior	External appearance or action; manner of behaving; carriage of oneself
civility	Politeness, consideration, courtesy
conduct	The way one acts; personal behavior
courtesy	Politeness connected with kindness
decorum	Suitable; proper; good taste in behavior
manners	A way of acting; a style, method, or form; the way in which things are done
point of order	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration
point of personal privilege	A challenge to a speaker to defend or apologize for comments that a fellow member considers offensive
propriety	Conforming to acceptable standards of behavior
protocol	The courtesies that are established as proper and correct
respect	The act of noticing with attention; holding in esteem; courteous regard

G. IMPLEMENTATION

As an expression of the standards of conduct for members expected by the City, the Sunnyvale Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council, applicants to

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board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Sunnyvale Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

(Adopted: RTC 08-113 (4/8/08), Update: RTC 09-036 (2/3/09); Updated: RTC 09-047 (2/24/09); Approved with no changes: RTC 10-078 (3/23/10); Approved with no changes: RTC 11-058 (3/29/11); Approved with no changes: RTC 12-067 (3/20/2012); Updated: RTC 13-060 (3/19/13); Approved with no changes: RTC 14-0211 (3/18/14); RTC 15-0050 (3/24/15)

Lead Department: Office of the City Manager

APPENDIX A - Model of Excellence Member Statement

MODEL OF EXCELLENCE

Sunnyvale City Council, Boards and Commissions

MEMBER STATEMENT

As a member of the Sunnyvale City Council or of a Sunnyvale board or commission, I agree to uphold the Code of Ethics and Conduct for Elected and Appointed Officials adopted by the City and conduct myself by the following model of excellence. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of Sunnyvale;
- Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the City of Sunnyvale Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date

City Council Seat #____

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City of Sunnyvale

Agenda Item

16-0311

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

RECOMMEND CONTINUANCE TO APRIL 12, 2016

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 Study Issue to Evaluate the Timing of Park Dedication In-lieu Fee Calculation and Payment (2015-7151) (Continued from March 15, 2016)

BACKGROUND

This item was scheduled and advertised for the City Council hearing on March 15, 2016. The City Council continued the item from March 15 to March 29, 2016. After staff review of the March 29 agenda, staff recommends that Council continue this item to April 12, 2016. The Planning Commission considered this item at their meeting of February 22, 2016.

PUBLIC CONTACT

This item was scheduled and advertised for the City Council hearing on March 15, 2016. On March 15, 2016 the City Council continued the item to March 29, 2016. If City Council continues this item on March 29, 2016 to April 12, 2016, then that action will serve as legal notification of the continuance of this item.

RECOMMENDATION

Continue the item to April 12, 2016.

Prepared by: Trudi Ryan, Director, Community Development

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



City of Sunnyvale

Agenda Item

16-0302

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Consider First Community Housing Proposal for \$6 Million in Housing Mitigation Funds for Redevelopment of Orchard Gardens Apartments at 245 W. Weddell Drive, Resulting in an 87-Unit Affordable Housing Project (Continued from March 15, 2016.)

BACKGROUND

On March 5, 2015, staff issued a Request for Proposals (RFP) for new affordable housing projects to be funded with the City's Housing Mitigation Funds (HMF). A total of \$9 million in HMF was made available through that RFP. Staff has received one proposal in response to that RFP, which was distributed broadly to housing developers throughout the County. Applications for affordable housing projects will be accepted on an ongoing basis until the funds are fully awarded.

The sole proposal received to date is from First Community Housing (FCH), a non-profit housing developer based in San Jose. Orchard Gardens, located at 245 W. Weddell Drive, is the only FCH-developed property in Sunnyvale. Most of the other FCH properties are located in San Jose, although there are several in nearby communities, including Mountain View and Morgan Hill. The FCH proposal is described briefly below, with the results of the staff review and proposed funding recommendation. Pertinent sections of the proposal are provided in Attachment 1, Proposal Summary.

Orchard Gardens is an existing affordable rental property acquired in 1998 by an affiliate of FCH, Parkview Apartment Associates, LP ("Parkview"). At the time of the 1998 acquisition, the property included 32 apartments in two buildings built in 1961 as a market-rate rental project. Parkview/FCH added another 30 units in two new buildings on the site shortly after the acquisition, with City assistance, and renamed the property Orchard Gardens. Since that time the entire project has been operated as affordable rental housing. There are currently three outstanding City loans on the property dating from that time, consisting of HOME, CDBG, and HMF funds, with a combined outstanding balance of nearly \$1.6 million, with loan terms ending in 2030.

FCH's proposal has a number of favorable attributes that address goals and objectives of the RFP. The staff scoring committee gave it an average score of 81 points (out of 100). Some of these strong attributes include its proposed commitment of half of the completed units (43) to special needs tenants, its deep income targeting of some of the units, proposed sustainability features, infill nature, and reuse of an existing site. The staff scoring worksheet is provided in Attachment 2. The applicant presented the proposal to the Housing and Human Services Commission (HHSC) at its January 20, 2016 meeting. The HHSC voted 4-0 (with one absence) to recommend that Council approve a conditional award of \$6 million to FCH for this project. The Commissioners also recommended that Sunnyvale residents and/or workers be given priority for the affordable units in this project, to the extent possible (e.g., within the limits of fair housing requirements). Minutes of that meeting are

provided in Attachment 3.

EXISTING POLICY

General Plan, Housing Element, Goal A

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

- Policy A.1 Encourage diversity in the type, size, price and tenure of residential development in Sunnyvale, including single-family homes, townhomes, apartments, mixed-use housing, transit-oriented development, and live-work housing.
- Policy A.2 Facilitate the development of affordable housing through regulatory incentives and concessions, and/or financial assistance.

ENVIRONMENTAL REVIEW

CEQA review of the project will be conducted by the Planning Division as part of the development review process, when there is sufficient information for meaningful environmental analysis. The creation of a conditional funding mechanism for the proposed project in no way obligates the City to ultimately approve the project. (CEQA Guidelines Section 15378(b)(4).) The City will retain discretion to approve or disapprove the project after consideration of the environmental impacts. The proposed award will be conditioned on the project's completing the environmental review and obtaining all required entitlements and development permits.

DISCUSSION

Proposal Summary

The proposal consists of a request for \$6 million for the redevelopment of Orchard Gardens, a 62-unit development. The proposed project would include demolition of the 32 oldest units, rehabilitation of the remaining 30 existing units, and construction of a new four-story, 57-unit building designed for LEED platinum certification. The property is zoned as R-4/PD, allowing up to 62 units on this site. The proposed project would qualify for a 35 percent density bonus under State law, and a 5 percent bonus under the City's green building incentive. In combination, these programs could provide a density bonus of 25 units, allowing a total of 87 units to be provided on the site.

The demolition of the two oldest buildings would be done in two phases, one 16-unit building at a time, to minimize the need for off-site tenant relocation. The redeveloped property would include a total of 87 units at completion, increasing the amount of affordable housing on the site by a net 25 units, using the density bonus as noted above. Fifty percent of the total units at completion would be reserved for developmentally disabled households. FCH has experience developing housing for developmentally disabled tenants in partnership with several local service providers, including Housing Choices Coalition, that assist FCH with referrals of eligible applicants for the units, and provision of on-site services. Upon completion, thirty-one of the units, or 36% of the total, would be affordable to lower-income households earning between fifty to eighty percent (50-80%) of area median income. Of the remaining units, 18 would be restricted to extremely low income (ELI) and 36 would be restricted to very low income (VLI) levels, and one unit would be unrestricted, for the on-site property manager. The completed project, as proposed, would include a range of one- to three-bedroom units.

The total cost of the redevelopment project is currently estimated at slightly over \$34 million. The

requested \$6 million in City financing would constitute roughly 18% of that total cost, and would be provided in the form of a 55-year loan, with an affordability restriction placed on the property for a fifty-five year term, as discussed in more detail below. These are relatively standard terms for public agency financing of affordable housing developments in California at this time, including both local and state agency funding, and are consistent with the City's current practice. A nexus study completed for the City in 2014 showed that slightly over \$300,000 was required at that time to subsidize a newly built rental unit to be affordable to a very low income household. The request of \$6 million equates to a new City subsidy of approximately \$69,000 per unit, or 23 percent of the subsidy amount determined by the nexus study.

Applicant Background

FCH develops, constructs and manages multi-family, affordable housing, and aims to deliver high quality projects on time and within budget. FCH focuses on sustainable, energy-efficient project design and green building materials. It has often used the design-build process to develop its projects and has a long-standing relationship with its general contractor.

Proposal Analysis

Project Readiness

FCH has submitted a Preliminary Review application with a conceptual redevelopment proposal; this application has been reviewed by the staff Project Review Committee (PRC) for comment and feedback. The proposed project has been modified slightly to address the comments and suggestions of the PRC regarding maximum number of units, site plan, and related planning issues. FCH has not yet prepared a formal planning application or completed conceptual design of the project, but has informed staff it will complete these tasks if the City conditionally agrees to provide the requested \$6 million in funding for development of the project. In addition, the project's proposed financing plan is still in the early phase, and may change somewhat as various new funding opportunities arise and/or others prove infeasible. This is not unusual for proposals at this stage, and, if awarded, staff would work with FCH in its efforts to obtain matching funds and refine its financing plan as needed to adapt to the evolving funding landscape.

Design-Build Concept

One aspect of the FCH proposal, its plan to use the "design-build" development method, required special consideration by staff, as this method has not been used in past City-assisted housing projects, due to the City's long-standing Charter provision and procurement policies that require competitive bidding of all city construction projects (i.e., public works projects). However, City-assisted affordable housing projects are not the same as public works projects since the City is not the owner of the project and state law provides affordable housing projects with more flexibility in certain areas than what is available for City-owned public works projects.

"Design-build" means that a project's development team includes the general construction contractor (builder) from the beginning of the design effort, so that the contractor can fully understand the project concept and provide practical input to the architect and engineer on feasibility and value engineering suggestions during the design process, rather than after plans have been largely completed. In this method, there is no competitive bidding to identify the construction contractor, because either a bidding process, or a private negotiation as in the case of the FCH proposal, has occurred prior to the project design phase.

Design-build differs from the contractor procurement process typically used in most development

projects, particularly in public works projects, which is often called the “design-bid-build” process. Using this method, the development team typically includes only design professionals, such as architects and engineers, as well as the property owner/developer, until the project plans are substantially complete, at which time they are competitively bid out to general contractors (and sub-contractors) interested in building the project.

There are advantages and disadvantages to each of these methods, but in recent years there has been increasing interest in the design-build method in both the public and private sectors. Various studies have identified its pros and cons compared to the more traditional design-bid-build method. The State has passed legislation in recent years allowing use of design-build procurement for certain types of public works projects, and the League of California Cities has also provided recent guidance to local agencies on the topic. For this reason, after discussing the proposal internally between the Community Development Department, the Finance Department and the Offices of the City Attorney and City Manager, staff has concluded that it might be worthwhile to consider allowing FCH to use design-build on the proposed project as a sort of pilot project. However, if FCH were to later request any federal funds for the project from the City, such as CDBG or HOME, the City’s standard construction bidding requirements would apply, based on federal procurement regulations for those funds, or else the project would be ineligible for those funds.

The FCH proposal includes using FCH’s long-time general contractor, Branagh Construction, which also prepared the construction cost estimates for the proposal, to build the project. In addition, as explained in Attachment 4, a letter from FCH, some subcontractors have also already been identified and included in the design team; however they are not guaranteed to be selected for the construction phase. As explained in Attachment 4, FCH believes that using the design-build method minimizes change orders, can prevent increases in the total project cost during the construction phase, and incentivizes the builder to maximize cost savings.

To address concerns about possible conflicts of interest and price competitiveness, staff has suggested, and FCH has agreed, to hiring a neutral, third-party construction cost estimator with value engineering expertise, who is not affiliated with the design firm or the general contractor, to review and comment on the proposed construction budget for the project and suggest any additional value engineering to further reduce project costs. FCH has suggested three possible consultants for the City’s consideration for this purpose. The City may either approve one of these, or advise FCH to implement an open RFP process to select a qualified consultant for this purpose. This third-party value engineering analysis will be presented to Council as part of the final approval for the HMF loan.

Proposed Loan Terms

The proposal requests a City loan of \$6 million in HMF. The applicant has agreed to the City’s terms typically used for housing loans of this type, which include: three percent (3%) simple annual interest, deferred for a term of approximately 55 years, with residual receipt payments, as defined in the promissory note, due annually from any available “surplus” cash flow, and a mandatory affordability term of 55 years. The term of affordability runs with the land for the term, and does not terminate early if the loan is paid off early.

In addition to the requested new loan, the proposal would leave in place the three existing City loans (HOME, CDBG, and Housing Mitigation Funds), which currently have a total outstanding balance of nearly \$1.6 million. These loans also require residual receipts payments. The first payment of residual receipts, covering a small portion of the interest accrued to date, was received by the City in

2014. It is not unusual for subsidized affordable projects like Orchard Gardens to make no residual receipts payments for the first ten to fifteen years or so of the loan term, as it takes a while for the very modest annual rent increases, limited by the affordability restrictions, to begin to exceed the project operating expenses and senior debt service in order to generate the “surplus cash” that is used to make these payments.

The cash flow projection in the FCH proposal (see pages 18-1 of Attachment 1) shows that residual receipts payments to the City under the proposed new loan would begin in Year 1 after the new project is completed, and would continue, increasing slightly each year, for the 30-year projection period. It also projects that the payments under the existing City loans would pause for the first 13 years after project completion, and then start again in Year 14 and continuing throughout the remaining years of the projection. This projection is based on a worst-case scenario, such as a 10 percent vacancy rate, and no project-based vouchers or other rent subsidy program, which typically lead to higher rent receipts for the project. Vacancies in recent years tend to be only short-term to allow for turnover, and rental income tends to be slightly better than projected. However, lenders require conservative assumptions such as the 10 percent vacancy rate to be used for cash flow projections as part of the underwriting process. In addition, the City could choose to direct the owner to use the available residual receipts to first pay down the existing loans rather than make payments toward the new loan, if desired.

The terms of the three existing City loans end in 2030, while the new loan would end 55 years from the completion of the project. The existing loan terms will most likely need to be extended to coincide with the end of the term of the new loan to avoid creating financial hardships for the project in 2030. Staff will explore all of the above underwriting issues in more detail with the applicant and recommend options to address them after a thorough project underwriting process has been completed, before any final loan commitment is prepared for Council consideration.

The City will not issue a final funding commitment until all the standard funding conditions are completed, including appropriate environmental review, obtaining all required permits and entitlements, and obtaining written commitments for all other financing required for the project, except for the tax credits and/or tax-exempt bonds. Staff has discussed the proposed terms for this funding commitment with the applicant, summarized in Attachment 5, and feels the proposed terms are favorable to the applicant and the City. The conditional commitment shall be valid for a two-year term in order to allow adequate time for completion of the funding conditions.

FISCAL IMPACT

The recommended action will not impact the General fund. The action would conditionally commit \$6 million from the Housing Mitigation Fund to this project for a period of up to two years based on the terms described in Attachment 5. This fund exists for the purpose of funding affordable housing projects of this type, so the recommended action is consistent with its purpose and various city policies regarding affordable housing. The requested funding is available under the line item of “Future Housing Projects” in the Housing Fund for which a total of \$9.25 million is planned for FY 2016/17 in the Long-Term Financial Plan. If the requested commitment is approved staff will include the funding for this project in the Recommended Projects Budget for FY 2016/17.

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. Award a two-year conditional commitment of HMF in the amount of \$6 million to FCH for redevelopment of Orchard Gardens Apartments at 245 W. Weddell Drive in Sunnyvale, generally consistent with the terms described in Attachment 5, and direct staff to include the funds committed to this project in the FY 2016-17 Projects Budget.
2. Award a conditional funding commitment to FCH with modified terms.
3. Provide other direction to staff regarding this proposal.

RECOMMENDATION

Alternative 1: Award a two-year conditional commitment of HMF in the amount of \$6 million to FCH for redevelopment of Orchard Gardens Apartments at 245 W. Weddell Drive in Sunnyvale, generally consistent with the terms described in Attachment 5 to the report, and direct staff to include the funds committed to this project in the FY 2016-17 Projects Budget.

The proposed Orchard Gardens project is consistent with the goals of the RFP, the City's Housing Element, and related local and regional housing and land use policies and plans. The project addresses a number of City priorities, such as: providing housing for extremely low income and special needs households, improving the existing housing stock, and addressing sustainability concerns, such as reducing energy and water use in housing developments. In addition, the project appears to qualify for a variety of sources of matching funds needed to finance the remainder of the project cost.

As noted in Attachment 4, the applicant proposes to use the design-build approach rather than using a competitive bidding process, for a variety of reasons explained in the letter. Although this approach has not been used by the City previously, staff has done initial research on the topic, and feels that there could be value to the City in allowing this method to be used for this project, on a pilot basis at least, subject to Council approval.

Prepared by: Shila Behzadiaria, Assistant Housing Planner
Reviewed by: Suzanne Isé, Housing Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Walter C. Rossmann, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposal Summary
2. Scoring Worksheet
3. Minutes of January 20, 2016 Housing and Human Services Commission Meeting
4. Letter Regarding Design-Build Process
5. Proposed Terms of Conditional Commitment



Geoffrey Morgan
President & CEO
LEED Accredited Professional

DIRECTORS

Board Chairman
Gary J. Schoennauer, FAICP
Principal
The Schoennauer Company

Ross G. Adler
Shareholder
Hopkins & Carley

Jaime Angulo
Community Initiatives Program
Manager
Neighborhood Housing Services

Richard Conniff
President & CEO
Focus Business Bank

Tim Henderson
Partner
Cypress Group

Shirley Lewis
Assistant Vice President
Old Republic Title Company

Dunia Noel, AICP
Senior LAFCO Analyst
Santa Clara County

Carol S. Wagner, CPA
Principal
Abbott, Stringham & Lynch

Sandra Soellner
Neighborhood Representative

September 18, 2015

City of Sunnyvale Housing Division
Attn: Katrina Ardina, Housing Programs Analyst
456 West Olive Avenue
Sunnyvale, CA 94088-3707

RE: Orchard Gardens Redevelopment, Response to Request for
Proposals for Housing Mitigation and Below Market Rate In-Lieu Funds

Dear Ms. Ardina:

First Community Housing is pleased to present this application for \$6,000,000 in Housing Mitigation and/or Below Market Rate In-Lieu funds to redevelop the Orchard Gardens Apartments, a 62-unit development located at 245 W Weddell Drive in Sunnyvale. The proposed development would demolish 32 existing units in two phases to minimize displacement of existing tenants, substantially rehabilitate the remaining 30 existing units, and construct a new 56-unit highly sustainable building. The redeveloped property will include a total of 86 units, increasing the amount of affordable housing on the site, with 50% of the units serving developmentally disabled households. In support of this application, please find the following:

- One original and two copies of the proposal, including all attachments
- One USB drive with all application materials

Please contact Senior Project Manager, Regina Celestin Williams at 408-291-8650 x 11 or myself should you require any additional information or should you have questions.

Sincerely,

Geoffrey Morgan
President & CEO

Enclosures

City of Sunnyvale 2015 HMF/BMR Funds RFP

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PROJECT DESCRIPTION5. **Project Name:** Orchard Gardens Redevelopment**Project Address:** 245-251 West Weddell Drive, Sunnyvale, CA 94089**Assessor's Parcel No.:** 110-12-093**Census Tract:** 5048.036. **Project Type (check all that apply):**

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Rental | <input type="checkbox"/> Ownership | <input type="checkbox"/> SRO/Studio Apartments |
| <input checked="" type="checkbox"/> Family | <input checked="" type="checkbox"/> Special Needs | |
| <input type="checkbox"/> Senior | <input type="checkbox"/> Other (describe): | |

7. **Project Activity (check all that apply):**

- ☒ Acquisition
☒ Rehabilitation
☒ Redevelopment
☒ New Construction
☒ Expiring Tax Credit/Section 8 Property
☐ Mixed Income
☐ Mixed Use
☐ Other (please specify):

8. **Project Description:**

No. Units: 86

Commercial/Office Uses (specify):

No. Res. Bldgs.: 3

None

No. Stories: 4

Land Area: 1.739 acres

Commercial Floor Area: 0

Residential Floor Area: 71,030 SF

Office Floor Area: 0

Community Room(s): 1

Elevators: 1

Floor Areas: 71,030 SF

Other Uses (specify):

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9. **Parking:**

Total Parking Spaces: 79
 Parking Type: _____

 Residential Spaces and Ratio: 77
 Guest Spaces: 2

 Commercial Spaces and Ratio: 0
 Office Spaces and Ratio: 0

10. **Number of Housing Units by Income Category:**

Category	Number of Units	Percentage of Units
0% to 30% AMI (Extremely Low-Income)	18	21
31% to 50% AMI (Very Low-Income)	36	42
51% to 80% AMI (Low-Income)	31	36
Unrestricted	1	1

11. **Unit Amenities (air conditioning, laundry in unit, balconies, etc.):**

All units in the new construction building will have bicycle storage hooks, exterior balconies, oversized in-unit storage closets, full-sized kitchens and accessible bathrooms.

12. **Number of Unit Types:**

Studio 0
 1 Bedroom 51
 2 Bedroom 25
 3 Bedroom 10

PROJECT NARRATIVE13. **Project Description:**

Provide a brief narrative summary of the proposed project. Please include location, project type (new versus rehab), target population and any unique project characteristics.

The redevelopment of Orchard Gardens in Sunnyvale will demolish 32 of the existing 62 affordable units, construct 56 new units targeted to households between 30% and 60% AMI, and rehabilitate 30 existing affordable units. 50% of the 86 total units will be for developmentally disabled residents.

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14. Project Design:

Provide a description of the project's architectural and site plan concepts and how these concepts address the opportunities and limitations of the site and location.

The demolition of a portion of the existing 62-unit property and construction of a new 4-story, 56-unit building will unify the site architecturally, replace hardscape surface parking with ecologically-restorative, permeable areas for residents and vehicles, and add additional affordable units.

15. Green Building Features:

Describe the green building features that will be incorporated into the project.

LEED Platinum certification will include: local recycled content materials, non-toxic finishes; a tight building envelope, energy efficient windows, solar shading, LED lighting, solar hot-water & PV; water saving fixtures, low-impact development site design with rain gardens & a living roof.

16. On-Site Amenities:

Describe any on-site amenities, including any project characteristics that address the special needs of the population you intend to serve.

On-site bicycle storage room and repair station, laundry room, community room and lounge, computer lab, gym with workout equipment, and meeting spaces for the on-site provision of supportive services to residents with developmental disabilities by the Housing Choices Coalition.

17. Neighborhood/Off-Site Amenities:

Describe the property location, neighborhood, transportation options, local services and amenities within 1/4-mile and 1/2-mile of the site.

The property is located within a ¼ mile radius from the following neighborhood services and amenities: Grocery Store: Guadalajara Market; Gym: Sunnyvale Health & Fitness; Park: Orchard Gardens Park; Grocery Store: Haldiram Foods; Daycare: Little Sprouts Daycare; Bus Stop: #54 Mathilda & Ross Dr.; Bus Stop: #54 Mathilda & Almanor. And within a ½ mile radius from: Community Center: Columbia Community Center; School: Columbia Middle School; Park: Columbia Park; Bus Stop: #54 Mathilda & Almanor; Clinic: Mayview Community Health Center; Pedestrian / Bike Overpass Bridge; VTA Light Rail: Moffett Park Station.

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18. Potential Development Obstacles:

Are there any known issues or circumstances that may delay or create challenges for the project? If yes, list issues below, including an outline of steps that will be taken and the time frame needed to resolve these issues.

Because the project is an existing affordable housing development owned by a subsidiary of the applicant, there are no known issues that would delay the project. We have already begun to discuss an exit for the existing Investor Limited Partner since the 15-year compliance period has ended.

SITE INFORMATION**19. Site Control:**

- a. Site control must be obtained by the time that the proposal is submitted. What is the level of site control currently held by the applicant?

Parkview Apartment Associates, L.P. currently owns the property and the general partner is a wholly owned subsidiary of First Community Housing. According to the partnership agreement, the applicant has an option to purchase the property from the limited partnership.

- b. Will site acquisition be a purchase or long-term lease?

Site acquisition will be a purchase.

- c. What is the purchase price of the land?
(For proposed leaseholds, indicate the amount of the annual lease payment, the term of the lease, and the basis for determining the annual payment amount).

The new limited partnership will acquire the property from the existing limited partnership for the greater of fair market value or existing debt plus exit taxes. The purchase price is currently estimated at the existing debt amount of approximately \$5.5 million.

- e. What is the appraised value of the site? Briefly describe the type of valuation cited.

The appraised value is \$9,680,000 as determined by a income approach appraisal, which converts anticipated benefits to be derived from the ownership of property into a value estimate. Anticipated future income and/or reversions are discounted to a present value through the capitalization process.

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- f. Who is the current property owner and what is their address and contact information?

Parkview Apartment Associates, L.P.
 75. E. Santa Clara Street, Suite 1300
 San Jose, CA 95113
 Contact: Michael Santero, (408) 291-8650 x 12; michael@firsthousing.org

20. **Site Information:**

- a. Total square footage of site: 75,750
- b. Existing uses on the site and the approximate square footage of all structures:

Site is currently occupied by two pairs of low rise apartment buildings, restricted to households with 50% and 60% AMI levels.

- c. Planned use of on-site existing structures:

☒ Demolish ☒ Rehabilitate
☐ Other (describe):

- d. Provide the following information for each on-site building to be retained as part of this project:

Square Footage: 24,170 Date Built: April 12, 2000 No. of Stories: 3

- e. Provide a brief description of the condition of any buildings to be rehabilitated.

The buildings to be retained are in average condition needing updates to the HVAC systems, replacement of exterior electrical fixtures, refinishing and waterproofing of external walkways, refurbishing of railings, spot roof and siding repairs, and replacement of doors.

- f. Describe unique site features (Heritage trees, parcel shape, etc.).

The Orchard Gardens site is bounded on one side by a large park with mature redwood trees and Caltrans easement. On the eastern site boundary, we share an access easement to the adjacent property.

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- g. Identify problematic site conditions (high noise levels, ingress/egress issues, etc.).

The site is tucked between US Highway 101 and State Route 237. As such it receives high levels of noise and air pollution that are generated by both highways.

- h. Is the site in a floodplain? Yes ☒ No ☐ Map used:

If yes, type of floodplain (number of years): 500 years

- i. Describe adjoining land uses:

West: Quality Inn Hotel & a small apartment building

East: Garden style apartment complex

North: Orchard Gardens Park/ John W. Christian Greenbelt

South: Bayshore Freeway, U.S. Route 101

21. **Zoning:**

- a. What is the current zoning of the project site? R-4-PD
- b. Is the proposed project consistent with the existing zoning status of the site?
- ☒ Yes ☐ No (explain)

- c. Indicate any discretionary review permits required for the project (Special Development Permit, Design Review Permit, etc.).

Special Development Permit

- d. If rezoning is required, identify the requested zoning district for the project.

22. Community Priorities:

- a. Explain how this project meets the objectives of the housing goals and priorities identified in this RFP and the goals and objectives of the Housing Element of the City's General Plan.

This redevelopment will maximize the allowed site density by creating 24 new units on the site for residents at or below 50% AMI with 43 units set-aside for the developmentally disabled. Also it will incorporate sustainable design through LEED platinum certification and encourage transit ridership.

PROJECT FUNDING**23. Project Budget:**

- a. City Funds Requested: \$ 6,000,000 City Funds Per Assisted Unit: \$ 69,767
- b. Total Project Cost: \$ 33,747,216 Total Cost Per Assisted Unit: \$ 397,026
- c. Other Sources of Permanent Financing (not including private bank loans):

Type of Funding	Amount
<input checked="" type="checkbox"/> 9% Low-Income Housing Tax Credits	<u>17,741,125</u>
<input type="checkbox"/> 4% Low-Income Housing Tax Credits	<u></u>
<input checked="" type="checkbox"/> CalHFA/Conventional Lender	<u>7,595,991</u>
<input type="checkbox"/> Tax-Exempt Multi-Family Bonds	<u></u>
<input type="checkbox"/> Multi-Family Housing Program (MHP)	<u></u>
<input checked="" type="checkbox"/> Affordable Housing Program (AHP)	<u>850,000</u>
<input type="checkbox"/> County of Santa Clara, Office of Affordable Housing	<u></u>
<input type="checkbox"/> Santa Clara County Housing Trust	<u></u>
<input checked="" type="checkbox"/> Other:	<u>1,560,000</u>

- d. How will the requested City funding be used?

We are requesting that \$500,000 of the requested funds be made available prior to start of construction as predevelopment financing to cover architectural and engineering fees associated with the design of the project and that the total City funding requested be used for costs associated with building rehabilitation and new construction, including design.

- e. Amount of developer fee and percentage of project cost:

\$2 million, 6%

- f. Assess the chances of the project securing required funding and steps that will be taken to make the project competitive. What is the self-scored nine percent (9%) tax credit tie breaker score for the project (if applicable)?

The project is designated as a special needs project with 50% units set-aside for developmentally disabled, which is the key to the project's competitiveness. Securing a commitment of City of Sunnyvale funds is essential to a strong tiebreaker (36%). The next step will be securing FHLB AHP funds.

DEVELOPER EXPERIENCE

Developers must have successfully completed a minimum of three affordable housing projects of similar size and complexity as the proposed project to qualify for this RFP.

24. Provide a summary of affordable housing experience:

Years Experience:	29
Number of Projects:	19
Number of Projects in Santa Clara County:	16
Average Size of Projects:	77
Number of Units Placed in Service:	1,391

25. Describe awards given to projects completed in the last 10 years.

The American Institute of Architects
 2014 Outstanding Achievement in Sustainability – Salinas Gateway Apartments
 2010 AIA Housing Award for Multifamily Housing – Gish Apartments
 2009 Top Ten Green Projects Award, Committee on the Environment– Gish Apartments
 2008 Exceptional Residential Bay Area Design Awards – Gish Apartments
 2008 Honor Award for Gish Apartments
 Gold Nugget Awards
 2005 Award of Merit Best Affordable Project – Craig Gardens Apartments

Governor's Environmental & Economic Leadership Awards
 2010 Casa Feliz Studios

Santa Clara Valley Water District
 2015 Water Saving Heroes – Rincon De Los Esteros
 2008 Site Design for Storm Water Pollution Prevention Award– Casa Feliz Studios



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34. Scoring

Please provide a description of your proposal's attributes for each of the categories below. You have 5 lines of text in each box. You may attach up to one page of additional supporting material for each category. For categories 5 and 6, simply fill out the blanks provided. The category descriptions and maximum points available are provided in the "Scoring Sheet" on page 8 of the RFP.

Category:**1. Organizational Capacity and Relevant Experience**

First Community Housing is an award-winning California 501(c)(3) Non-Profit, Public Benefit Housing Development Corporation located in San Jose, California. Since 1986, FCH has created housing for more than 2,200 low-income residents in 18 affordable rental housing developments (over 1,390 units) throughout the San Francisco Bay Area. Each of our developments is thoughtfully designed to complement its unique community, neighborhood and environmental context, as well as respond to the needs of the people we serve.

2. Project Need

This proposal advances several of Sunnyvale's goals and policies, as set forth in the 2015-2023 Housing Element:

Policy A.8 - Encourage developers to use State density bonus incentive when applicable to provide affordable housing units.

Goal B - Maintain and enhance the condition and affordability of existing housing in Sunnyvale.

Policy F.4 - Continue to address the special needs of persons with disabilities through provision of

3. Project Design and Readiness

First Community Housing owns the site in the form of a limited partnership with the original tax credit investor and is in the process of pursuing a buyout of the current limited partner's interest in the property. The design of the project is currently in the very early schematic phases of development. At the recommendation of City Housing Staff, FCH submitted a preliminary review with the Planning Department and understand the steps for attaining entitlements on the project so the proposed design has been vetted as feasible and cost-effective in producing additional affordable housing units.

4. Budget and Financial Management

First Community Housing has a clean audit record. Our auditors have consistently had no significant findings. Nor have we ever defaulted under any of the regulatory agreements that govern the operation of our housing portfolio. Enclosed with this application are audited financial statements of FCH for 2012, 2013, and 2014. FCH is a non-profit organization that specializes in the development and long term ownership of income restricted affordable housing, exclusively. First Community Housing has used many different sources of financing to develop its portfolio of affordable housing.

5. Percentage of Matching Funds (Leverage)

Total Project Cost* as stated in Project Budget: \$

34,279,862

* Include capital costs only, not long-term operating costs

6,000,000

Amount of City HM Funds Requested:

Amount of Matching Funds (Project Cost - City HM Funds Requested) =

28,279,862

Percentage of Matching Funds (Matching Funds / Project Cost) =

83%

6. Affordability Level

86

Total # of Units in Project:

units affordable to ELI households 18 = 21 % of total units in Project

units affordable to VLI households 36 = 42 % of total units in Project

Please round all numbers provided to the nearest whole number or percentage (i.e., 15%, not 15.34%).

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Applicant Certification

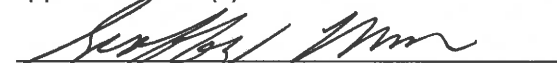
I certify that the information submitted in this application and all supporting materials is true, accurate and complete to the best of my knowledge. I acknowledge that if facts and/or information herein are found to be misrepresented, it shall constitute grounds for disqualification of my proposal.

I further certify that all of the following statements are true, except if I have indicated otherwise on this certification:

- a. I have not sold any of the projects listed on the "10-Year Projects" list;
- b. No mortgage on a project listed on this application has ever been in default, assigned to the government or foreclosed, nor has mortgage relief by the mortgagee been given;
- c. I have not experienced defaults or noncompliance under any contract or regulatory agreement nor issued IRS Form 8823 on any Low-Income Housing Tax Credit (LIHTC) project on the "10-Year Projects" list;
- d. To the best of my knowledge, there are no unresolved findings raised as a result of Agencies' audits, management reviews or other investigations concerning me or my projects for the past ten years;
- e. I have not been suspended, debarred or otherwise restricted by any state agency from participating in the LIHTC program or other affordable housing programs; and
- f. I have not failed to use state funds or LIHTC allocated to me in any state.

Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this RFP.

Applicant Name(s)



Signature/Date

Geoffrey Morgan, President and CEO

Print Name and Title

This application and all supporting material are regarded as public records under the California Public Records Act.

34. Scoring – Additional Supporting Material

Category:

1. Organizational Capacity and Relevant Experience

First Community Housing (FCH) is an award-winning California 501(c)(3) Non-Profit, Public Benefit Housing Development Corporation located in San Jose, California. FCH was founded in 1986 by David Neale and John Brezzo, both successful developers in San Jose. They created a Board of Directors with a unique set of qualifications – professionals with a direct knowledge of the housing development process and the financial service industry. This unusual depth of knowledge provides a broad perspective on housing issues coupled with a positive approach to problem-solving and the desire to arrive at workable solutions, and is an invaluable asset when building high-quality affordable housing for local communities.

Since 1986, FCH has created housing for more than 2,200 low-income residents in 18 affordable rental housing developments (over 1,390 units) throughout the San Francisco Bay Area. Each of our developments is thoughtfully designed to complement its unique community, neighborhood and environmental context, as well as respond to the needs of the people we serve. FCH has been a pioneer of the integrated design-build process, leading to innovative design and sustainability. Low-income populations we serve include families, seniors, individuals, and those who are chronically ill, formerly homeless, developmentally disabled, and clients of mental health services. Our developments have won local and national recognition for architectural design and sustainability, as well as excellence in property and asset management. Six projects in our portfolio have achieved certification of LEED Gold or higher. We have declared LEED Platinum certification as a baseline for all new projects, and our design standards.

With over 100 years of combined private sector experience in design, development and construction, First Community Housing is uniquely qualified to deliver high quality housing on time and within budget. In addition, FCH has pioneered the development of sustainable, energy efficient design maximizing the use of “green” building materials. The FCH Development Team is comprised of career professionals focused on the creation of sustainable affordable housing, with extensive experience in developing:

- Family housing
- Senior housing
- Single Room Occupancy (SROs)
- Mixed-use developments
- Energy conservation rehabs
- Efficiency apartments
- Urban infill developments
- Special needs housing
- Standalone inclusionary
- Workforce housing

2. Project Need

The proposal advances several of Sunnyvale's goals and policies, as set forth in the 2015-2023 Draft Housing Element:

Policy A.8 - Encourage developers to use State density bonus incentive when applicable to provide affordable housing units. The project's 74,836 site is zoned R-4, which permits 1 unit per 1,200 SF. Without any density bonuses the maximum unit count of the site would be maxed out by the current improvements of 62. In order to develop the site to the 86 units proposed in this application, FCH will take advantage of the State density bonus, in conjunction with Sunnyvale's green building density bonus, for a total of 86 units total (22 and 3 respectively).

Goal B - Maintain and enhance the condition and affordability of existing housing in Sunnyvale. With this proposal, FCH will maintain the 50% to 60% AMI levels of the existing units, and deepen the overall affordability of the project with the addition of 24 units at 30% to 40% of AMI. This will deepen the overall affordability to an average of 46% of AMI from its current average affordability level of 58% of AMI.

Policy E.4 - Continue to address the special needs of persons with disabilities through provision of supportive housing. Because the City of Sunnyvale recognizes the need for special needs housing, FCH has committed to set-aside 50% of the units (43 units) at Orchard Gardens for developmentally disabled households. FCH will engage Housing Choices Coalition (HCC) to provide referrals and an on-site resident coordination services for the property's developmentally disabled tenants. The resident coordinator will assist clients in the housing application process, ensure appropriate services are in place, facilitate communication between developmentally disabled residents and the building's management staff, and work with the tenants to create a sense of community and encourage a network of support among their neighbors and friends. Housing Choices Coalition receives referrals from the San Andreas Regional Center (SARC), an organization that operates under the framework established by the Lanterman Developmental Disabilities Act.

Policy F.6 - Require the use of sustainable and green building design in new and existing housing. The Orchard Gardens Redevelopment will attain LEED Platinum for the newly constructed building and Enterprise Green Communities for the rehabbed buildings.

The local housing market exhibits more than sufficient demand for the high quality affordable rental housing that will be offered by this project. This assertion is supported by the following figures:

- For the past three years rents in Santa Clara County have risen at the rate of roughly 8% to 10% annually. The average rent for a one-bedroom countywide currently stands at \$2,133 per month, while Orchard Gardens' one-bedrooms will range between \$561 and \$1,160 per month.
- According to HCC, there are 14,000 adults with developmental disabilities who live in the three-county area served by HCC, and most people with developmental disabilities have very low-incomes, often limited to their social security benefits.
- There are more than 9,000 people with developmental disabilities eligible for San Andreas Regional Center services and living in Santa Clara County, more than 60% of whom are adults. Approximately 60% of adults with developmental disabilities served by SARC live at home with their families, while the percentage living independently has been declining.
- As of September 2015, of the 1,391 rent restricted units in FCH's portfolio, which is predominantly located in Santa Clara County, sixteen units are currently vacant.

3. Project Design and Readiness

First Community Housing owns the site in the form of a limited partnership with the original tax credit investor and is in the process of pursuing a buyout of the current limited partner's interest in the property. The design of the project is currently in the very early schematic phases of development. At the recommendation of City Housing Staff, FCH submitted a preliminary review with the Planning Department and understand the steps for attaining entitlements on the project so the proposed design has been vetted as feasible and cost-effective in producing additional affordable housing units. Upon receipt of predevelopment funds, FCH will engage its design team to prepare design development documents for submission for planning permits. Once entitlements have been secured on the property, an application for tax credit financing will be submitted.

FCH will design and construct the rehabilitation and new construction at Orchard Gardens to include a wide range of green building features including Energy-Star appliances; high-efficiency lighting; low-flow water fixtures; linoleum and recycled content carpet flooring; low emitting paints, adhesives, sealants, and cabinetry; and non-formaldehyde batt insulation. Bioswales at ground level will collect and treat runoff from other areas of the property. The project is committed to obtaining LEED for Homes Platinum certification and Enterprise Green Communities rehab certification. The building design will improve the existing conditions of the site while remaining compatible with the character of the neighborhood.

4. Budget and Financial Management

First Community Housing has a clean audit record. Our auditors have consistently had no significant findings. Nor have we ever defaulted under any of the regulatory agreements that govern the operation of our housing portfolio. Enclosed with this application are audited financial statements of FCH for 2012, 2013, and 2014. FCH is a non-profit organization that specializes in the development and long term ownership of income restricted affordable housing, exclusively. Our accounting and asset management staff administers the regulatory compliance and financial solvency of over 1,390 income restricted units across 18 properties.

First Community Housing has used many different sources of financing to develop its portfolio of affordable housing. Sources have included: low income housing tax credits; tax exempt bonds; CDBG; HOME; local redevelopment agency funds; AHP; MHP; IIG; CALReUSE; and, CalHFA. In addition, FCH has used private sources such as: Bank of America, Citibank, Union Bank; SAMCO; Low Income Housing Fund; Opportunity Fund; The Santa Clara County Housing Bond Trust; and, the Sobrato Family Affordable Housing Fund. In addition, we have developed strong relationships with equity investors and syndicators such as: Edison Capital; Verizon; Wachovia Bank; Apollo Housing; and, Red Stone Equity Partners.

The budget for this project was created by our general contractor of many years, Branagh Inc., and includes a construction price inflation factor so the budget estimate is not anticipated to significantly change. The financing structure of the Orchard Gardens Redevelopment utilizes 4% federal LIHTC, which FCH has used to fund several of its past projects. This source of equity that is accessed through the use of tax-exempt bonds is typically undersubscribed and provides increased predictability on receiving a funding award. California's Tax Credit Allocation Committee recently proposed changes in the state tax credit program to increase the use of 4% federal LIHTCs and tax-exempt bonds, which are reflected in two legislative bills (Assembly Bill 35 and Senate Bill 377) that have passed both houses of the state legislature and await the Governor's signature. The financing structure proposed in this application assumes the implementation of both bills, significantly increasing the amount of equity for the project from state tax credits. It assumes that the state tax credit rate will be increased to 50% of eligible basis and that the pricing for the state tax credit will increase to an estimated \$0.85 to each \$1.00 of tax credits. We at FCH are well connected in affordable housing policy and have seen tremendous support of these changes from affordable housing advocates and that these changes be implemented as soon as they are signed into law.

Orchard Gardens

Development Budget

		% of	Construction	
Cost Items	Total Cost	TDC	Period Expenses	LIHTC Basis
ACQUISITION				
Land Value	1,105,481	3%	1,105,481	
Existing Building Value	4,421,925	13%	4,421,925	4,421,925
Relocation	1,385,000	4%	1,385,000	1,385,000
Demolition	95,000	0%	95,000	95,000
Title & Escrow		0%		
Legal (Acquisition)		0%		
Land Lease Rent Prepay		0%		
Offsite Improvements		0%		
Carrying Cost		0%		
Broker/RE Consultant		0%		
Total Acquisition Cost	7,007,406	21%	7,007,406	5,901,925
CONSTRUCTION				
Site Work and Utilities		0%	0	0
New Housing Construction	17,376,716	51%	17,376,716	17,376,716
Existing Building Rehab	1,926,377	6%	1,926,377	1,926,377
Photovoltaics		0%		
General Requirements		0%	0	0
Contractor Overhead		0%		
Contractor Profit		0%	0	0
Hard Cost Contingency	1,930,309	6%	1,930,309	1,930,309
Permitting	200,000	1%	200,000	200,000
Insurance/Bond Premium		0%	0	0
Furniture	50,000	0%	50,000	50,000
Architectural	1,015,000	3%	1,015,000	1,015,000
Engineering	150,000	0%	150,000	150,000
Total Construction Costs	22,648,402	67%	22,648,402	22,648,402
CONSTRUCTION FINANCING				
Constr. Loan Interest	796,185	2%	796,185	530,790
Constr. Loan Fees	151,654	0%	151,654	151,654
Constr. Lender Inspections	0	0%	0	0
Title & Recoding	20,000	0%	20,000	20,000
Real Estate Taxes		0%	0	0
CDLAC Filing Fee	0	0%	0	
Tax-exempt Bond Issuance		0%	0	
Total Constr. Financing Costs	967,840	3%	967,840	702,445
PERMANENT FINANCING				
Perm. Loan Fees	37,980	0%		
Credit Enhancement	25,000	0%	25,000	
Title & Recording	15,000	0%		
Legal (Perm. Financing)	50,000	0%	50,000	
Syndication Expense	85,000	0%	85,000	
TCAC Monitoring Fee	34,850	0%		
TCAC App and Allocation Fees	53,204	0%	53,204	
Total Perm. Financing Costs	301,034	1%	213,204	0
SOFT COSTS				
Impact Fees		0%	0	0
Park Fees		0%	0	0
Appraisal	15,000	0%	15,000	15,000
Marketing		0%	0	
Legal Fees	30,000	0%	30,000	30,000
Environmental		0%	0	0
Market Study		0%	0	
Survey	2,000	0%		
Constr. Testing	35,000	0%	35,000	35,000
Accounting/Cost Cert.	25,000	0%	25,000	
Green Consultant	50,000	0%		
Organization	20,000	0%		
Predevelopment Loan Costs	30,004	0%		
Soft Cost Contingency	50,000	0%	50,000	50,000
Total Soft Costs	257,004	1%	155,000	130,000
DEVELOPER FEE	2,000,000	6%	300,000	2,000,000
CAPITALIZED RESERVES				
Lease Up Reserve		0%		
Operating Reserve	565,531	2%		
Reserves - Other		0%		
Total Reserves	565,531	2%	0	0
TOTAL DEVELOPMENT COSTS	33,747,218	100%	31,291,852	31,382,772

Orchard Gardens
Sources and Uses

SOURCES OF FUNDS			
<u>Funding Source</u>	<u>Permanent</u>	<u>During Constr.</u>	
Primary Loan	7,595,991	20,220,584	
LIHTC Equity	17,741,125	2,661,169	
City of Sunnyvale (Existing)	1,560,000	1,560,000	
County of Santa Clara	0	0	
Additional City of Sunnyvale	6,000,000	6,000,000	
FHLB AHP	850,000	850,000	
<i>Other Soft Funds</i>			
Sponsor Equity	100	100	
Total Sources	33,747,216	31,291,853	
Funding Surplus/(Gap)	(0)	0	
USES OF FUNDS			
<u>Cost Item</u>	<u>Amount</u>	<u>During Constr.</u>	
Acquisition	7,007,406	20.8%	7,007,406
Construction	22,648,402	67.1%	22,648,402
Constr. Financing	967,839	2.9%	967,840
Perm. Financing	301,034	0.9%	213,204
Soft Costs	257,004	0.8%	155,000
Developer Fee	2,000,000	5.9%	300,000
Capitalized Reserves	565,531	1.7%	0
Total Uses of Funds	33,747,216	100.0%	31,291,852

DEBT CAPACITY CALCULATION	
DCR	1.15
LTV	80%
Interest Rate	6.00%
Amortization	30
NOI - Year 1	628,477
Debt Service	546,502
Loan Amount	7,595,992

TCAC TIEBREAKER	
% Rental Subsidy	50%
Public Funds	8,410,000
Total Residential Costs	33,747,218
Tiebreaker #1	28.04%
Requested LIHTC Basis	25,523,735
Total Residential Costs	33,747,218
Tiebreaker #2	8.12%
Total Tiebreaker	36.16%

LIHTC EQUITY CALCULATION			
DDA/QCT Basis Boost	1.0	Constr. Credit Rate	7.48%
Threshold Basis	21,474,869	Acq. Credit Rate	3.20%
Prevailing Wage	4,294,974	Federal LIHTC Amount	12,801,074
Parking Under	7%	Federal LIHTC Pricing	1.045
Daycare Center	2%	Federal LIHTC Equity	13,377,122
100% Special Needs	2%	State Credit Rate	30%
Elevator	2,147,487	State LIHTC Amount	5,134,121
Green Features	858,995	State LIHTC Pricing	0.85
Impact Fees	0	State LIHTC Equity	4,364,003
Adjusted Threshold Basis	28,776,324	Total Equity	17,741,125
Eligible Basis	28,776,324		
Voluntary Reduction	(11,662,589)		
Voluntary Basis	17,113,735		
Adjusted Basis	17,113,735		
Cost Containment Ratio	109.1%		

SOFT SOURCES			
<u>Funding Source</u>		<u>Payment Terms</u>	<u>Int. Rate</u>
City of Sunnyvale - Housing Mitigation	6,000,000	Res. Receipts	3%
County of Santa Clara	0	Res. Receipts	3%
FHLB AHP	10,000 per Unit		

THRESHOLD BASIS LIMITS			
<u>Unit Type</u>	<u>Basis Limit</u>	<u># Units</u>	<u>Basis Max By Unit Type</u>
1 Bedroom	239,415	51	12,210,165
2 Bedroom	288,800	18	5,198,400
3 Bedroom	369,664	11	4,066,304
Total		80	21,474,869

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
1,923,387	1,971,472	2,020,758	2,071,277	2,123,059	2,176,136	2,230,539	2,286,303	2,343,460	2,402,047	2,462,098	2,523,650	2,586,741	2,651,410	2,717,695	2,785,638	2,855,279
13,785	14,130	14,483	14,845	15,216	15,597	15,987	16,386	16,796	17,216	17,646	18,087	18,539	19,003	19,478	19,965	20,464
(29,776)	(30,520)	(31,283)	(32,065)	(32,867)	(33,689)	(34,531)	(35,394)	(36,279)	(37,186)	(38,116)	(39,068)	(40,045)	(41,046)	(42,072)	(43,124)	(44,202)
(193,717)	(198,560)	(203,524)	(208,612)	(213,828)	(219,173)	(224,653)	(230,269)	(236,026)	(241,926)	(247,974)	(254,174)	(260,528)	(267,041)	(273,717)	(280,560)	(287,574)
1,713,679	1,756,521	1,800,434	1,845,445	1,891,581	1,938,870	1,987,342	2,037,026	2,087,951	2,140,150	2,193,654	2,248,495	2,304,708	2,362,325	2,421,383	2,481,918	2,543,966
(914,227)	(946,225)	(979,343)	(1,013,620)	(1,049,097)	(1,085,815)	(1,123,819)	(1,163,152)	(1,203,863)	(1,245,998)	(1,289,608)	(1,334,744)	(1,381,460)	(1,429,811)	(1,479,855)	(1,531,649)	(1,585,257)
(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)	(30,100)
769,352	780,196	790,991	801,725	812,384	822,955	833,424	843,773	853,989	864,052	873,946	883,651	893,148	902,414	911,429	920,169	928,609
(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)	(546,502)
222,850	233,694	244,489	255,223	265,882	276,454	286,922	297,272	307,487	317,551	327,444	337,150	346,646	355,912	364,927	373,667	382,107
1.41	1.43	1.45	1.47	1.49	1.51	1.53	1.54	1.56	1.58	1.60	1.62	1.63	1.65	1.67	1.68	1.70
\$7,343	\$7,563															
\$29,371	\$30,252	\$31,159	\$32,094	\$33,057	\$34,049	\$35,070	\$36,122	\$37,206	\$38,322	\$39,472	\$40,656	\$41,876	\$43,132	\$44,426	\$45,759	\$47,131
180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
6,137	15,879	33,330	43,129	52,826	62,405	71,852	81,150	90,281	99,229	107,973	116,494	124,770	132,781	140,501	147,908	154,976

Attachment 10. Resident Services Plan

Half of the housing units at the redeveloped Orchard Gardens will be designated for occupancy by **developmentally disabled** tenants. Individuals with developmental disabilities have a variety of service needs depending on their specific abilities and circumstances. To meet the evolving needs of these special needs tenants, supportive services will need to be individualized, flexible and adaptable. Because the majority of these apartments are 1-bedroom units designed for single occupancy, the developmentally disabled tenants at this property should be capable of living independently without the assistance of live-in caregivers. However, there will be some 2-bedroom unit available for those developmentally disabled with families or live-in caregivers.

The State of California has developed a sophisticated system for insuring that individuals with developmental disabilities access the appropriate services and supports. Twenty-one regional centers receive State funding to broker supportive services to developmentally disabled individuals. Supportive services for the developmentally disabled residents of Orchard Gardens will be funded through the San Andreas Regional Center (SARC), whose territory includes Santa Clara County. SARC's services include evaluating a client's service needs, developing an Individual Program Plan (IPP), and connecting the consumer with local agencies approved and funded by the Regional Center to provide appropriate services.

At Orchard Gardens, the nonprofit Housing Choices Coalition (HCC) will serve as a single point of contact for residents, their families, service providers, and property management to ensure that tenants are successful in their housing. HCC will provide **Resident Coordination Services** including service provider coordination, community development programming, and property management coordination. HCC will also assist consumers in coordinating with SARC and accessing Independent Living Skills (ILS)* training as necessary. Resident Coordination Services are provided by HCC through grants from SARC and other public and private foundations/donations, and therefore services are of no cost to developmentally disabled residents. HCC's services will be available to consumers as they wish/desire and not required for residents who choose to live at these apartments.

Residents of Orchard Gardens will be referred to an HCC Resident Coordinator (RC) immediately upon move in. The purpose of the RC is to provide the resident with a single point of contact for the purposes of continuity and comprehensive communication, provide community building to prevent isolation, and provide a safety net for residents. The RC will coordinate onsite presentations by service providers, onsite health screenings, and benefits and insurance presentations to keep residents informed and empowered so that they can maximize their ability to live independently. These presentations will occur, at a minimum, on a monthly basis.

The RC will hold monthly scheduled appointments with tenants and will also be available during on-site office hours (10 hours per week). A weekly schedule will be posted on the office door. Residents will be welcomed to drop in, schedule an appointment, or call to discuss concerns or issues. For individual appointments, the RC will meet with developmentally disabled tenants on-site either in the community room, office space or, on occasion, in the resident's unit. The RC will also be on call and readily available via phone and email should issues arise. The developmentally disabled tenants will be monitored through case notes of interactions that are tracked and reviewed by program management. Meetings with property management will also be recorded on a regular basis.

Service Provider Coordination

The RC will work with each resident to ensure that appropriate services are provided to the client and will refer clients to appropriate community resources as necessary. The RC will maintain regular contact with the service providers serving each tenant to keep abreast of any important changes in the tenant's health or physical needs. A 24-hour emergency call-in line will be maintained to give the tenant the ability to reach someone in case of an urgent care need if their service provider is not

onsite. Additionally, the RC will serve as a communication point between property management and support staff as needed.

Community Development Programming

The RC will facilitate interaction and build community among the residents of Orchard Gardens. Social activities offered to community members will include movie night, BBQs, exercise class, game night, walking club or other similar activities. The RC responds to the requests and interests of community members when designing social activities. Additionally, HCC may support a local chapter of People First, a self-advocacy group for individuals with developmental disabilities. People First usually meets twice a month to discuss pressing issues and plan events. Residents are not required to participate in social activities or People First meetings; however, they are reminded weekly of all activities through fliers and personal contact.

Property Management Coordination

The RC will work with residents to ensure that their housing situation is safe and secure, meeting with each developmentally disabled resident individually at least once a month to check in on issues related to housing. These issues can include lease renewal, compliance with terms of lease, issues regarding section 8 vouchers, and, to a limited degree, relations with neighbors. The RC will also serve as a resource for the property manager by facilitating communications regarding punctual payment of rent, compliance with terms of lease, and behavior issues.

* Independent Living Skills (ILS) training refers to a continuum of functional skills training for adult consumers who generally have acquired basic self-help skills and require additional skills to maintain themselves in their chosen living arrangement. Training areas may include cooking, cleaning, shopping, menu planning, meal preparation, money management, use of public transportation, health and safety training, personal and social skills, and community resource awareness (e.g., police, fire, and other emergency help).

Sunnyvale 2015 RFP HM, BMRI, and LMH Funds

HOUSING PROJECT PROPOSAL SCORING

* Staff scoring committee scores in blue

Project: Orchard Gardens

Category	Maximum Points
1. Organizational Capacity and Relevant Experience Organization's staff, board members and project team are well qualified to complete and operate project, considering years of relevant experience and number of similar projects completed.	15
	Score: 14
2. Project Need Project clearly addresses one or more goals or needs identified in Housing Element. Stated need for project and proposed project are supported by letters from community members or organizations other than applicant. Proposed project would provide significant public benefits, such as increased affordability compared to existing conditions at the site, or addressing an urgent housing need in the community. Up to ten of 20 points in this category will be awarded only to proposals committing to reserve at least 5% of units for developmentally disabled adults, other adults with a serious physical or mental disability, and/or adults transitioning out of homelessness. Proposals must address how units reserved for such tenants will be made affordable to those with incomes between 0% to 30% of AMI (i.e., through use of project-based subsidies or other means).	20
	Score: 16
3. Project Design and Readiness Project design (physical and operational) is cost-effective, feasible, compatible with the neighborhood, and effective in meeting the stated goals and objectives. Applicant is ready and able to apply for planning permits and other financing upon issuance of conditional funding award, and has or will have site control by that time. For rehabilitation-only projects: all lien-holders, owners, and/or agencies with an ownership or security interest in the property have reviewed and approved this proposal, and are willing to provide any required written approvals of the proposed rehabilitation project within 90 days of funding award.	15
	Score: 11
4. Budget and Financial Management Financial management points based on clean financial audits and a strong record of financial and regulatory compliance at other projects owned or managed by applicant. Budget scores based on realistic cost estimates and budget for development and operation of project, and projected competitiveness of project costs in tax credit applications, etc.	15
	Score: 11
5. Percentage of Matching Funds (Leverage) Points awarded based on the following formula: 5 points for the minimum required match (25%); 10 points for a 50% match; and 15 points for a match of 75% or more. Proposals with match ratios in between these percentages will be awarded 1 point for every 5% of match up to 15 points maximum. Matching percentage is determined by the percent of project cost to be funded by sources other than the requested City funds, according to applicant's proposed project budget.	15
	Score: 15
6. Affordability Level Percentage of units in the project that will be reserved for extremely low income (ELI) and very low income (VLI) households. Points will be awarded as follows: Up to 10 points shall be awarded for the percentage of ELI units, and up to 10 points for the percent of VLI units. In each category, 1 point will be awarded for every 5 percent of ELI/VLI units, as applicable, up to a maximum of 10 points for 50% ELI or VLI units, as applicable (e.g., to earn a score of 20 points, the project would need to include 50% ELI and 50% VLI units). Unit affordability is based on restricted rent limits, not current occupants' income levels.	20
	Score: 14
Total Points Available	100
	Total Score: 81

March 5, 2015



City of Sunnyvale

Meeting Minutes - Draft (Excerpt)

Housing and Human Services Commission

Wednesday, January 20, 2016

7:00 PM

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

Special Meeting

- 2** [15-0966](#) Consider First Community Housing Proposal for \$6 Million in Housing Mitigation Funds for Redevelopment of Orchard Gardens Apartments at 245 W. Weddell Drive

Assistant Planner Shila Behzadiaria gave an overview of the \$6 million funding request for the proposed project to redevelop the Orchard Gardens Apartments, a 62-unit development located at 245 W. Weddell Dr. The proposal includes rehabilitation of 30 newer existing units, demolition of 32 older units, and construction of a new four-story, 57-unit building, for a total of 87 units at project completion.

First Community Housing (FCH) President & CEO Geoffrey Morgan shared a video of the grand opening of FCH's recently built Mountain View "1585 Studios" project. He then gave a short presentation about the Orchard Gardens proposal and noted that the new building will be designed for Leadership in Energy and Environmental Design (LEED) platinum certification. He answered commissioners' questions about the project and about how tenants are selected.

Housing Choices Coalition Executive Director Jan Stokley, who works in partnership with the San Andreas Regional Center, spoke in support of the project and the commitment to designate 43 of the completed units for tenants with developmental disabilities. Housing Choices Coalition is a non-profit that focuses on creating housing opportunities for the developmentally disabled.

Chair Evans opened the public hearing at 8:10 p.m.

Stan Hendryx, housing advocate and long-time resident of Sunnyvale, spoke in support of the project.

Jacob Hob resident of Sunnyvale, spoke in support of the project. Mr. Hob gave testimony in support of the project and the real possibility of his adult children, both of whom have developmental disabilities, being able to have a place to live

independently in Sunnyvale when he is no longer able to care for them.

Chair Evans closed the public hearing at 8:26 p.m.

Commissioner Pathak moved and Commissioner Gilbert seconded and offered a friendly amendment to the motion to recommend to Council Alternative 2: Award a conditional funding commitment of \$6 million in HMF to First Community Housing for the proposed redevelopment of Orchard Gardens, based on the conditions and terms described in Attachment 4, with a modification to include a priority for Sunnyvale residents. Commissioner Pathak accepted the friendly amendment. The motion carried by the following vote:

Yes: 4 - Chair Evans
Vice Chair Schmidt
Commissioner Gilbert
Commissioner Pathak

No: 0

Absent: 2 - Commissioner Chiu
Commissioner Jeong



Geoffrey Morgan
President & CEO
 LEED Accredited Professional

DIRECTORS

Board Chairman
Gary J. Schoennauer, FAICP
Principal
 The Schoennauer Company

Ross G. Adler
Shareholder
 Hopkins & Carley

Jaime Angulo
Community Initiatives Program
Manager
 Neighborhood Housing Services

Richard Conniff
President & CEO
 Focus Business Bank

Tim Henderson
Partner
 Cypress Group

Shirley Lewis
Assistant Vice President
 Old Republic Title Company

Dunia Noel, AICP
Senior LAFCO Analyst
 Santa Clara County

Carol S. Wagner, CPA
Principal
 Abbott, Stringham & Lynch

Sandra Soellner
 Neighborhood Representative

December 22, 2015

Suzanne Ise, Housing Officer, AICP
 City of Sunnyvale CDD, Housing Division
 456 W. Olive Ave. / PO Box 3707
 Sunnyvale, CA 94088-3707

Re: Orchard Gardens Construction Bidding

Dear Suzanne:

With regard to the selection and bidding processes for the construction of the Orchard Gardens project. As we have discussed, First Community Housing (FCH) normally negotiates its contract with a general contractor (GC) early in the project development. We also commonly negotiate design-build contracts with mechanical, electrical and plumbing subcontractors in order to bring them during the design phase of the project. We are planning on doing so on the Orchard Gardens project.

The reasons that we choose these processes, is that it allows the contractor/s to contribute to the design of the project resulting in an efficient, buildable design and dramatically reduces change orders. While First Community Housing has pioneered this approach, it has now become common practice within the industry. The value engineering provided from the GC and design build subs from project inception allows savings that are typically unavailable on hard bid projects. The hard bid usually takes place shortly before construction using complete drawings. These drawings are either submittal plan sets or full permit drawings. This is too late for many value engineering suggestions. Additionally, having one read of the final plans, versus participating throughout design development, results in a significantly reduced knowledge of the project, which in turn, often results in mistakes and change orders. It also commonly results in a more adversarial relationship between the GC, the owner, and the architect.

Ensuring that one achieves fair pricing, even without bidding, is achievable with sufficient supporting expertise, appropriate contract structures and use of the right contractors.

We believe we have sufficient expertise and oversight to ensure that we are getting fair prices. First, FCH has an in house Director of Construction who is an experienced contractor and estimator. He participates in each project from the start of design through construction and occupancy. Second our tax credit investors and lenders also independently hire outside third party consultants that provide value engineering recommendations, price evaluation, construction contract comments and construction administration. In addition; to ensure that the city of Sunnyvale is confident of construction pricing, we are happy to hire an independent consultant to confirm fair pricing and provide value engineering.

We believe the most appropriate contract form for a negotiated contract is the Cost of the Work, Plus a Fee, with a Guaranteed Maximum Price (GMP) form. We negotiate the Fee, Overhead and General Conditions with the contractor. The normal industry range for all three is 11-14% with 14% being a hard maximum set by the Tax Credit Allocation Committee. The variance depends on factors such as project size and project complexity. We work with the GC in negotiating any design build contracts. If any design build contract proposals appear high we may bid that trade out to additional subs in that trade. The industry is quite aware of our approach. If the design build sub is not selected, we usually pay them a reasonable pre-negotiated fee for any design services that they provided. All other trades are competitively bid by at least three subs. We work with the general contractor in selecting the lowest responsible bid. The Fee/OH and Profit plus all sub bids and a contingency amount are then totaled for the gross maximum price.

As we have recently discussed, an additional third party consultant can be hired by First Community Housing to further ensure the city's confidence that the contract price is reasonable and provide additional value engineering. We will suggest three possible consultants and the city may select one. Three possible consultants are:

- 1) Roy Buis, Buis Construction Services
P: 408.436.7800
E: roy@buis-cs.com
- 2) Dave Doerkson, GTG Consultants
P: 312.202.0606 ext.115
E: ddoerksen@gtgconsultants.com
- 3) Dan Mountsier, Pinion Property Company
P: 408.590.4702
E: dan@mountsier.com

In Summary, we have a procedure for obtaining construction pricing and contracts that has been very successful over the last twenty years. We are confident that we will obtain fair pricing while minimizing change orders and maximizing efficient design and value engineering.

In addition, we can hire a third party consultant to confirm the scope of work and pricing. If you have any additional questions or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Geoff Morgan', is positioned above the printed name.

Geoff Morgan
President
First Community Housing

Proposed Term Sheet

Conditional Commitment Terms:

Applicant: First Community Housing
Project Site: 245 W. Weddell Drive, Sunnyvale
Project Type: Redevelopment project consisting of demolition, rehabilitation and construction of new housing for a total of 87 affordable rental units upon completion (25 net new)

Funding Amount: \$6 million in Housing Mitigation funds

Deadline to satisfy conditions: Two years from date of award letter

Standard Conditions:

1. Complete environmental review (CEQA, NEPA if any federal funds are awarded);
2. Obtain all entitlements and any other permits required;
3. Secure commitment letters for all sources of matching funds required to build the project;
4. Enter into City loan and regulatory agreements in form provided by the City;
5. Provide documentation of all City-required insurance policies, bonds, etc. prior to loan closing;
6. Comply with applicable wage compliance provisions of any/all funders;

Special Conditions:

7. Applicant may use the design-build method for this project on a pilot basis, conditioned upon completion of a third-party review of the estimated construction costs and value engineering process, to be prepared by an qualified, neutral firm to be approved in advance by staff; and
8. City will consider extending the terms of existing City loans to coincide with new loan term at the time of final loan commitment.

Form of Funding:	Construction and Permanent Loan
<i>Principal</i>	Up to \$6 million
<i>Interest Rate</i>	3% simple deferred, begins accruing at occupancy
<i>Payment Terms</i>	Fully deferred except for residual receipts (i.e., surplus cash) payments, all principal and interest due in full at end of term
<i>Loan Term</i>	Ends 55 years from project occupancy
<i>Miscellaneous Terms</i>	City's loan stays in first lien position except for construction loan and/or any permanent bank loan (i.e., will not subordinate to other soft/junior loans such as County, Housing Trust, CalHFA, etc.)
<i>Eligible Uses</i>	Construction and/or related development costs



City of Sunnyvale

Agenda Item

16-0190

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

File #: 2015-7960

Location: 882 W. McKinley Ave. (APN: 165-46-057)

Zoning: R-1.7/PD (Low Medium Density Residential / Planned Development) Zoning District

Proposed Project:

SPECIAL DEVELOPMENT PERMIT: Appeal of a Planning Commission decision by the property owner for a first floor addition of 280 square feet to the rear of the existing two-story, single-family home resulting in a building size of 2,425 square feet including a 415 square foot garage and a floor area ratio (FAR) of 60.35 percent.

Applicant / Owner: Rong Chang USA Corporation (applicant) / King and Lynn Wu (owner)

Environmental Review: Categorical Exemption pursuant to California Environmental Quality Act Section 15301 (minor alterations and additions to existing structure)

Project Planner: Teresa Zarrin, (408) 730-7429, tzarrin@sunnyvale.ca.gov

REPORT IN BRIEF

General Plan: Residential Low Medium Density (7-14 du/ac)

Existing Site Conditions: Single-family residence

Surrounding Land Uses

North: Washington Park (across W. McKinley Ave).

South: Single-family residence

East: Single-family residence

West: Single-family residence

Issues: Neighborhood compatibility, Floor Area Ratio

Staff Recommendation: Grant the appeal and Approve the Special Development Permit with Reasonable Accommodation, subject to the Conditions of Approval in Attachment 4 to this report and in accordance with the Findings in Attachment 3 to this report.

BACKGROUND

Benner School Site Development

The subject property is located on the south side of W. McKinley Ave. approximately half way between Pescadero Terrace and Sunset Avenue. See Attachment 1 for a map of the vicinity and mailing area for notices.

The existing two-story, single-family residence was constructed in 1994 as part of the former Benner

School site development by SummerHill Homes which includes about 100 homes (Somerset subdivision). The Somerset site is zoned R-1.7/PD. The R-1.7/PD zoning district was created to allow smaller lots (2,600 to 4,000 square feet) with smaller homes (40 percent lot coverage and 50 percent FAR) to offer a more affordable single-family detached home option. There are no conditions in the Special Development Permit that prohibit property owners from building additions to their homes, but any addition that causes the home to exceed 50 percent FAR in the R-1.7/PD zoning district must be reviewed by the Planning Commission. The PD combining district is always included with the R-1.7 zoning district to allow site design flexibility. The existing residence is approximately 2,145 square feet with a Floor Area Ratio of 53.38 percent.

There have been several projects at the Somerset development, similar to this application, which were recently considered by the Planning Commission:

Address	Addition s.f.	Location	Resulting FAR	Date
Approved Applications				
877 Markham Terrace	309	rear	57%	03/12/2012
866 Markham Terrace	356	front and rear	63%	02/23/2015
865 Markham Terrace	267	rear	60%	12/14/2015
897 Markham Terrace	164	rear	55.8%	01/11/2016
Subject Application				
882 W. McKinley Avenue	280	rear	60%	01/25/16

Reasonable Accommodation

Subsequent to the Planning Commission hearing the applicant requested that the City approve additional space on the ground floor of the house as a reasonable accommodation for the applicant's disability. The Municipal Code allows the City to grant a request for an exemption from zoning ordinances as a reasonable accommodation. This request can be considered as part of the appeal.

The purpose of the Reasonable Accommodations Chapter of the Sunnyvale Municipal Code is to:

Provide reasonable accommodations for the needs of persons with disabilities seeking access to housing, while at the same time ensuring necessary safeguards to protect the integrity of residential neighborhoods (Municipal Code, Chapter 19.65)

Reasonable accommodation is defined in 19.65(c) as:

a modification or exception to the regulations and procedures contained in this title for the siting, development and use of housing or housing-related facilities, that would eliminate regulatory barriers and provide a person with a disability equal opportunity for the use and enjoyment of housing of their choice, and does not impose undue financial or administrative burdens on the city or require a fundamental or substantial alteration of the city's planning and zoning policies.

Additional discussion about the applicant's request is included below in the discussion section of the staff report. Six findings are required to be taken into consideration in order grant a Reasonable Accommodations request (Attachment 3).

Previous Actions on the Site

The Planning Commission reviewed this project on January 25, 2016 and denied the Special Development Permit application (See Minutes Attachment 10). The property owner appealed the denial (See Appeal Letter Attachment 11) because the proposed new areas downstairs address a disability.

DISCUSSION

Project Description: The applicant proposes a 280 square foot first floor addition to the rear of the existing two-story residence resulting in a building size of 2,425 square feet including a 415 square foot garage and a FAR of 60.35 percent (see Attachment 2 for the project Data Table). The proposed first-story addition extends 9 feet - 3 inches across the entire rear side of the house. The addition replaces the family room with a fifth bedroom, walk-in closet and full bathroom, and adds a kitchen nook in the rear of the first story of the house in order to replace a portion of the family room lost due to the new bedroom and full bathroom. The other four bedrooms are located on the second story. There are no changes proposed to the front of the home or the second story. Site and architectural plans are in Attachment 9.

Architecture: The existing architecture of the home is similar to the other homes in the development with stucco exterior and composition shingle roofing material. As proposed, the addition to the rear of the home would match the existing materials and architectural character of the house and the surrounding neighborhood.

Applicable Design Guidelines and Policy Documents: The proposed addition is consistent with the adopted Single Family Home Design Techniques as it generally maintains the existing shape and form of homes in the neighborhood. There is no impact on the streetscape because the addition is on the rear of the house. As a one-story addition to the rear of the home, the privacy impacts on the neighbors are minimal. Recommended Findings related to the Single Family Home Design Techniques are located in Attachment 3.

Development Standards: The proposed project complies with all applicable development standards including setbacks and parking (except FAR as discussed below), as set forth in the Sunnyvale Municipal Code. The following items have been noted for clarification:

- **Setbacks** - As approved in 1994, the existing setbacks are:
 - Front: 17 feet
 - Rear: 29 feet
 - Right: First floor- 0 feet, second floor- 3 feet
 - Left: First floor-8 feet 9 inches, second floor- 13 feet 2 inches

All setbacks remain unchanged except the proposed rear setback would be 19 feet 9 inches as detailed in the Project Data Table in Attachment 2. This setback meets the requirement for a single-story addition in the rear yard.

- **Rear Yard Encroachment** - The addition encroaches 3 inches into the 20 foot required rear yard for a total of 7.7 sq. ft., which is less than 1 percent of the required rear yard and does not exceed the allowable rear yard encroachment maximum of 25 percent.

- Lot Coverage - The applicant proposes 37.06 percent lot coverage which is below the 40 percent maximum allowed in the zoning district.
- Parking - The proposal meets the single-family parking requirement of two covered and two uncovered parking spaces.
- Floor Area Ratio - Since the Somerset site development was constructed in 1993-94, several homes have increased the FAR beyond the 50 percent limitation by creating an additional bedroom within a vaulted ceiling area over the living room (>15-foot ceiling height). In those cases, there were minimal visible changes to the exterior of the house and no increase in the footprint

It should be noted that when this neighborhood was originally developed, the City did not count vaulted ceiling areas above 15 feet in height as gross floor area or include it in the FAR calculation. In 2009, the Zoning Code definition of "Gross Floor Area" for single-family homes was amended to include areas with a 15-foot ceiling height or greater to be counted twice. The current zoning code requires that those open ceiling areas above 15 feet now be calculated as if they were floor area. With this change in the definition, all of the homes in the development with a vaulted ceiling area in the living room greater than 15 feet would now be calculated with an increased FAR over 50 percent.

The following table shows the differences in FAR for the original (1994) and the current (2009) definition for floor area.

	1994 original	2009 current
Existing House	50.7%	53.4%
Proposed House	57.6%	60.4%

When compared to the FAR of the surrounding neighborhood and other approvals for additions, the proposed FAR is similar to the recently approved projects in the neighborhood. Forty-one of approximately 100 homes in the neighborhood have FAR's over 50 percent (see FAR Comparison Attachment 8).

Privacy Impact: As a one-story rear addition, the proposal has minimal impact on the privacy of the adjoining properties.

- Rear Elevation Windows: The new windows and door on the rear elevation are similar in size and placement to the existing windows and are setback 19 feet 9 inches from the rear property line.
- Left Elevation Windows: The new bay window on the left elevation setback 13 feet 2 inches from the left property line is screened by the 5 feet 5 inches high fence on the property line.
- Right Elevation Windows: The two new bedroom windows and smaller bathroom window on the right elevation are setback 5 feet from the right property line exceeding the 4 feet minimum side setback required in the R-1.7/PD zoning district. They are all first-story windows that are mostly screened by the 5 feet 5 inch fence on the property line. The windowless garage portion of the right elevation has a 0 feet setback which was allowed in the original approval.

Neighborhood Compatibility: The property is an interior lot. Staff finds that the location of the addition at the rear of the property minimizes the impact to the streetscape and surrounding properties.

Planning Commission Hearing

The Planning Commission reviewed this project and denied the application expressing concerns about the high FAR and that adding a fifth bedroom may increase the number of vehicles on site. Commissioners also asked the applicant if they had explored other options such as installing an elevator, stairway lift, or moving.

Two neighbors attended the hearing and expressed concerns about the addition of windows on the zero lot-line side of the property, the high FAR, and adding a fifth bedroom. They also pointed out that the other projects that had previously been approved had special circumstances (i.e. corner lot, back yard abutting school district property) and that this property is an interior lot with no special characteristics. While the garage is located on the west property line (zero lot line), there is an existing extension of the house that is setback five feet from the west property line; there is an additional window in this extension. A six foot tall fence is located on the west property line.

The proposal considered by the Planning Commission did not include the information for reasonable accommodations that the applicant has included in this appeal. Although not related to the location of the lot, reasonable accommodation can be considered special circumstances. The municipal code includes direction and findings for granting reasonable accommodation.

Appeal

The applicant appealed the Planning Commission's decision stating the necessity of having a bedroom and full bathroom on the ground floor of their home (Attachment 11) and submitted a doctor's letter stating that the applicant, "has a disability that qualifies for Reasonable Accommodations under the Fair Housing and Amendments Act of 1988 and the California Fair Employment and Housing Act" (Attachment 12). At the Planning Commission hearing, the applicant indicated that she and her husband have mobility issues that make it difficult for them to use the stairs. The applicant is not required to give specific or detailed medical information about the disability.

Staff has considered the Reasonable Accommodations request and was able to make the findings to grant the request (see Attachment 3). The lack of a bedroom on the first floor in the development has proven to be challenging for the elderly homeowners in the development who wish to stay in their homes. About half of the square footage of this proposal provides a ground floor bedroom and full bathroom that is needed to provide the property owners reasonable accommodations in their elderly years. The other half of the addition replaces a family room (lost to the bedroom and bathroom addition) with a kitchen nook. The request for Reasonable Accommodations justifies the additional square footage for the bedroom and full bath. Although not specifically related to the Reasonable Accommodation, staff can also justify the kitchen nook addition, given it partially replaces the family room lost to the bedroom and bathroom addition. If the nook is not added, the only non-kitchen, living area accessible to the occupants is the living room in the front of the house.

The layout of the house does not easily accommodate an elevator without disrupting the floor plan. The applicant has stated that a stair lift will not fully meet their needs and they do not want/cannot

afford to move. Stair lifts are an important option for persons with disabilities, but have disadvantages including expense, high electricity usage, ongoing repair and maintenance costs, and risk of mechanical breakdown.

ENVIRONMENTAL REVIEW

The project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15301 (minor alterations and additions to existing structure):

CLASS 1: EXISTING FACILITIES Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Class I includes additions to existing structures provided that the addition will not result in an increase of more than: (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less. The key consideration is whether the project involves negligible or no expansion of an existing use.

CONCLUSION

Staff was able to make the required Findings based on the justifications for the Special Development Permit and Reasonable Accommodation. Recommended Findings and General Plan Goals are located in Attachment 3. Recommended Conditions of Approval are in Attachment 4.

Alternatively, the City Council could determine that a reduced project may be a more appropriate fit with the surrounding neighborhood and would still meet the accommodation for a disability. The Council could limit the project to include the bedroom and bathroom but determine the proposed kitchen nook is not an essential requirement for reasonable accommodation.

FISCAL IMPACT No fiscal impacts other than normal fees and taxes are expected.

PUBLIC CONTACT

Notices of Planning Commission and City Council Public Hearings, Staff Report and Agenda:

- Published in the Sun newspaper (*Planning Commission hearing only*)
- 59 notices mailed to property owners and residents within 300 feet of the project site
- Posted on the City of Sunnyvale's website
- Provided at the Reference Section of the City of Sunnyvale's Public Library
- Agenda Posted on the City's official notice bulletin board
- Posted on subject property (*Planning Commission hearing only*)

Public contact for the City Council hearing 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.

Prior to the Planning Commission hearing, Staff received one email from the neighbor to the rear of the proposed project. The neighbor mentioned two main concerns about the project: window placement and the 60 percent FAR (Attachment 6).

The applicant submitted an approval letter from the neighborhood's Architectural Control Committee/Board of Directors. (Attachment 7)

ALTERNATIVES

1. Grant the appeal and approve the Special Development Permit with Reasonable Accommodation subject to the Conditions of Approval in Attachment 4 to this report and in accordance with the Findings in Attachment 3 to this report.
2. Grant the appeal and approve the Special Development Permit with modified conditions.
3. Grant the appeal and approve the Special Development Permit with a design to include only the downstairs bedroom and bathroom to provide Reasonable Accommodation.
4. Deny the appeal and uphold the decision of the Planning Commission to deny the Special Development Permit and provide direction to staff and the applicant where changes should be made.

STAFF RECOMMENDATION

Alternative 1: Grant the appeal and approve the Special Development Permit with Reasonable Accommodation subject to the Conditions of Approval in Attachment 4 to the report and in accordance with the Findings in Attachment 3 to the report.

Prepared by: Teresa Zarrin, Associate Planner

Reviewed by: Gerri Caruso, Principal Planner

Reviewed by: Andrew Miner, Planning Officer

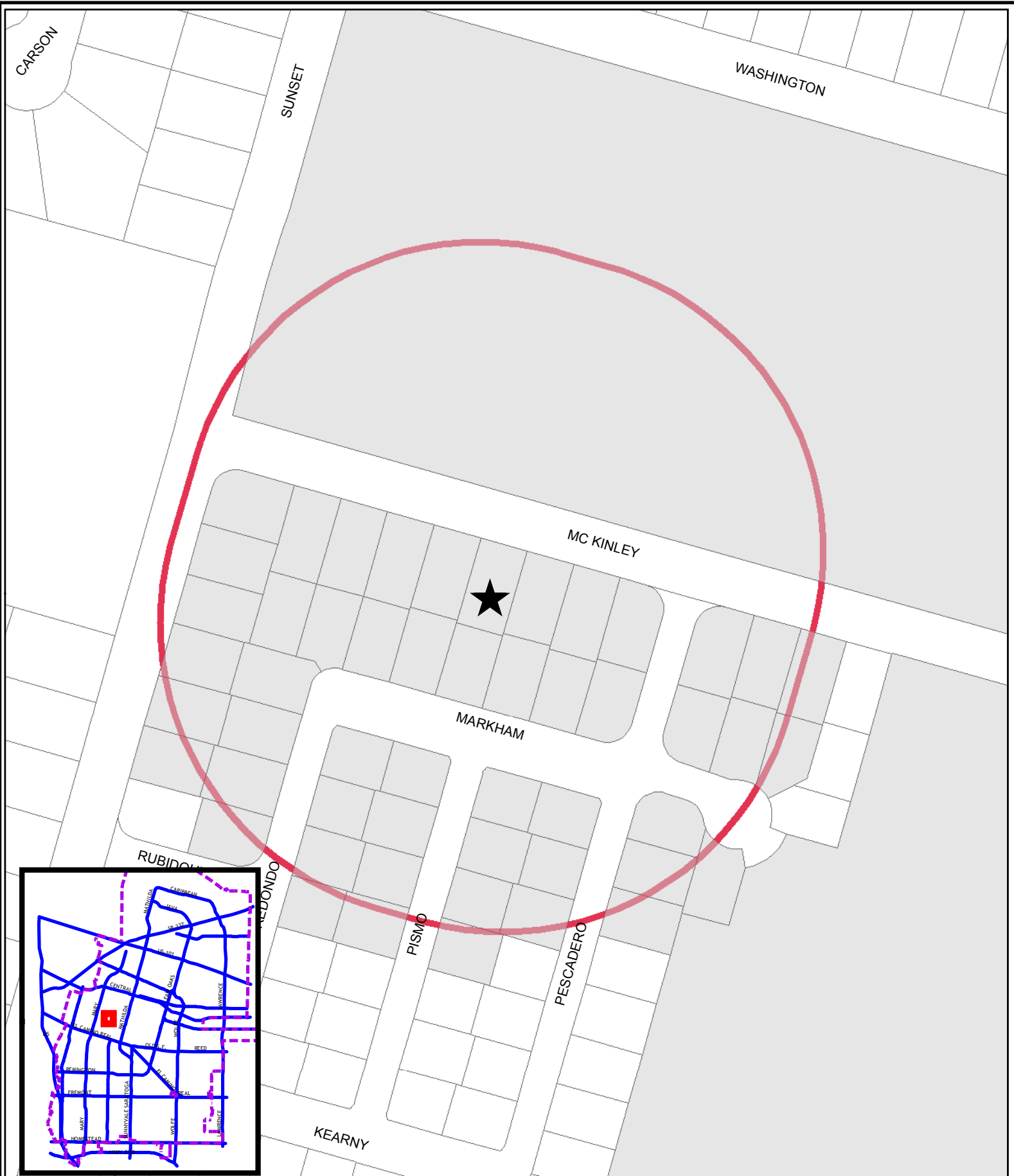
Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Vicinity and Noticing Map
2. Project Data Table
3. Recommended Findings
4. Recommended Conditions of Approval
5. SDP Justification (Applicant)
6. Neighbor Feedback
7. Approval Letter from Somerset of Sunnyvale
8. FAR Comparison
9. Site and Architectural Plans
10. Planning Commission Minutes (1/25/16)
11. Applicant's Appeal Letter
12. Wus' M.D. Reasonable Accommodation Letters



2015-7960
 882 W. McKinley Ave. (APN 165-46-057)
 300-foot Public Notice Area Map

0 40 80 160 Feet



PROJECT DATA TABLE - 882 W. McKinley Ave.

	EXISTING	PROPOSED	REQUIRED/ PERMITTED
General Plan	Residential Low-Medium Density	Same	Residential Low-Medium Density
Zoning District	R-1.7/PD	Same	R-1.7/PD
Lot Size (sq. ft.)	4,018	Same	4,018
Gross Floor Area (sq. ft.)	2,145	2,425	1,920
Lot Coverage (%)	30%	37.1%	40% max.
Floor Area Ratio (FAR)	53%	60.35%	50% threshold in R1.7/PD zoning districts
Building Height (ft.)	26'3"	26'3"	30' max.
No. of Stories	2	2	2 max.
Setbacks (First/Second Facing Property)			
Front:			
1 st Floor	17'	17'	17' by SDP
2 nd Floor	17'	17'	17' by SDP
Left Side:			
1 st Floor	8'9"	8'9"	8'9" by SDP
2 nd Floor	13'2"	13'2"	13'2" by SDP
Right Side:			
1 st Floor	0.0'	0.0'	0' by SDP
2 nd Floor	3.0'	3.0'	3' by SDP
Rear:			
1 st Floor	29'	19'9"	20' min., 10' for single story extensions
2 nd Floor	29'	29'	20' min.
Rear Yard Encroachment (%)	0	<1	25
Parking			
Garage (sq. ft.)	415	415	400
Total Spaces	4	4	4 min.
Covered Spaces	2	2	2 min.

★ Deviation from the Sunnyvale Municipal Code

RECOMMENDED FINDINGS
Updated for City Council Hearing, March 29, 2016

Design Review

The proposed project is desirable in that the project's design and architecture conforms with the policies and principles of the Single Family Home Design Techniques.

Basic Design Principle	Comments
2.2.1 Reinforce prevailing neighborhood home orientation and entry patterns	There is no change to the front or entry of the house. <i>Finding Met</i>
2.2.2 Respect the scale, bulk and character of homes in the adjacent neighborhood.	The proposed addition is limited to a first floor addition to the rear of the house. The proposed addition is within the allowable height of 30 feet. <i>Finding Met</i>
2.2.3 Design homes to respect their immediate neighbors	<p>The proposed design respects the privacy of adjacent neighbors as the addition is modest in size, meets the rear yard encroachment requirement.</p> <ul style="list-style-type: none"> • The new windows and door on the rear elevation are similar in size and placement to the existing windows and door and are setback 19'9" from the rear property line. • The new bay window on the ground floor of the left elevation will be mostly screened by the 5'5" high fence on the property line. • The three ground floor windows on the right zero lot line elevation are setback 5' from the right property line exceeding the 4' minimum side setback required in the R-1.7/PD zoning district. <p><i>Finding Met</i></p>
2.2.4 Minimize the visual impacts of parking.	Two existing covered and two existing uncovered parking spaces are provided meeting the requirement. <i>Finding Met</i>
2.2.5 Respect the predominant materials and character of front yard landscaping.	The exterior materials are similar to those found in the neighborhood and applied in a manner consistent with the architecture. There is no change to the front yard landscaping. <i>Finding Met</i>

2.2.6 Use high quality materials and craftsmanship.	The proposed design matches the existing home. These materials are consistent with the City's adopted Single Family Design Techniques and the surrounding neighborhood. <i>Finding Met</i>
2.2.7 Preserve mature landscaping.	No landscape changes are proposed. <i>Finding Met</i>

Special Development Permit

The required Findings for this project are:

1. The proposed use attains the objectives and purposes of the General Plan of the City of Sunnyvale. ***[Finding Made]***

Policy LT -4.1: Protect the integrity of the City's neighborhoods; whether residential, industrial or commercial.

Policy LT-4.4: Preserve and enhance the high quality character of residential neighborhoods.

The proposed project maintains existing housing stock that is compatible with the neighborhood and complies with the previous Planned Development approval.

2. The proposed use ensures that the general appearance of proposed structures, or the uses to be made of the property to which the application refers, will not impair the orderly development of, or the existing uses being made of, adjacent properties. ***[Finding Made]***

The project is expected to have minimal impacts on surrounding properties since it is a one-story addition on the rear of the house. The addition will be visible from the neighbors to the south, but the windows of the addition are similar in size and placement to the existing windows and are setback 19'9" from the rear property line. The addition will be visible to the neighbors on the east, however, the new bay window is screened by the existing 5'5" fence and the neighbor's privacy is protected. The project meets the Single Family Home Design Techniques and will conform to the neighborhood standard in FAR as it has transitioned over time.

Reasonable Accommodations Findings

The required Findings for this project are:

(a) Whether the housing or housing-related request will be used by a person with a disability protected under the Fair Housing and Amendments Act of 1988 and the California Fair Employment and Housing Act (the Acts); ***[Finding Made]***

The applicants provided a letter from their doctors stating that the applicants are persons with disabilities protected under the Acts.

(b) Whether the request for reasonable accommodation is necessary to make specific housing available to a person with a disability protected under the Acts; ***[Finding Made]***

It is likely that the applicants will have to move if a bedroom and bathroom cannot be provided on the ground floor.

(c) Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the city; ***[Finding Made]***

The addition would have no financial or administrative burden for the city because it is a 280 sq. ft. single-story addition to the rear of a single-family home.

(d) Whether the requested reasonable accommodation would require a fundamental alteration in the nature or effect of the city's land use and zoning ordinances, programs or policies; ***[Finding Made]***

The requested reasonable accommodation would not require a fundamental alteration of the city's land use and zoning ordinances, programs or policies because the project meets all the development standards except floor area ratio. Applications with similar FAR have been approved in the past with no fundamental alteration in the nature or effect of the city's land use and zoning ordinances, programs or policies.

(e) Whether the requested reasonable accommodation adequately considers the physical attributes of the property and structures; ***[Finding Made]*** and

The proposal meets the Single Family Home Design Techniques and meets the Development Standards except FAR as discussed in the previous Finding.

(f) Whether alternative reasonable accommodations could provide an equivalent level of benefit. ***[Finding Made]***

The layout of the house does not easily accommodate an elevator without disrupting the floor plan. The applicants have stated they do not want a stair lift and do not want/cannot afford to move. Stair lifts are an important option for persons with disabilities, but have disadvantages including expense, high electricity usage, ongoing repair and maintenance costs, and risk of mechanical breakdown.

**RECOMMENDED
CONDITIONS OF APPROVAL AND
STANDARD DEVELOPMENT REQUIREMENTS
JANUARY 25, 2016**

Special Development Permit for a an addition of a 280 square foot addition on rear of the first floor of an existing two-story, single-family residence for a total building size of 2,425 square feet including a 415 square foot garage and 60% floor area ratio.

The following Conditions of Approval [COA] and Standard Development Requirements [SDR] apply to the project referenced above. The COAs are specific conditions applicable to the proposed project. The SDRs are items which are codified or adopted by resolution and have been included for ease of reference, they may not be appealed or changed. The COAs and SDRs are grouped under specific headings that relate to the timing of required compliance. Additional language within a condition may further define the timing of required compliance. Applicable mitigation measures are noted with "Mitigation Measure" and placed in the applicable phase of the project.

In addition to complying with all applicable City, County, State and Federal Statutes, Codes, Ordinances, Resolutions and Regulations, Permittee expressly accepts and agrees to comply with the following Conditions of Approval and Standard Development Requirements of this Permit:

GC: THE FOLLOWING GENERAL CONDITIONS AND STANDARD DEVELOPMENT REQUIREMENTS SHALL APPLY TO THE APPROVED PROJECT.

GC-1. CONFORMANCE WITH APPROVED PLANNING APPLICATION:

All building permit drawings and subsequent construction and operation shall substantially conform with the approved planning application, including: drawings/plans, materials samples, building colors, and other items submitted as part of the approved application. Any proposed amendments to the approved plans or Conditions of Approval are subject to review and approval by the City. The Director of Community Development shall determine whether revisions are considered major or minor. Minor changes are subject to review and approval by the Director of Community Development. Major changes are subject to review at a public hearing. [COA] [PLANNING]

GC-2. PERMIT EXPIRATION:

The permit shall be null and void two years from the date of approval by the final review authority at a public hearing if the approval is not

exercised, unless a written request for an extension is received prior to expiration date and is approved by the Director of Community Development. [SDR] [PLANNING]

GC-3. INDEMNITY:

The applicant/developer shall defend, indemnify, and hold harmless the City, or any of its boards, commissions, agents, officers, and employees (collectively, "City") from any claim, action, or proceeding against the City to attack, set aside, void, or annul, the approval of the project when such claim, action, or proceeding is brought within the time period provided for in applicable state and/or local statutes. The City shall promptly notify the developer of any such claim, action or proceeding. The City shall have the option of coordinating the defense. Nothing contained in this condition shall prohibit the City from participating in a defense of any claim, action, or proceeding if the City bears its own attorney's fees and costs, and the City defends the action in good faith. [COA] [OFFICE OF THE CITY ATTORNEY]

GC-4. NOTICE OF FEES PROTEST:

As required by California Government Code Section 66020, the project applicant is hereby notified that the 90-day period has begun as of the date of the approval of this application, in which the applicant may protest any fees, dedications, reservations, or other exactions imposed by the city as part of the approval or as a condition of approval of this development. The fees, dedications, reservations, or other exactions are described in the approved plans, conditions of approval, and/or adopted city impact fee schedule. [SDR] [PLANNING / OCA]

GC-5. TITLE 25:

Provisions of Title 25 of the California Administrative Code shall be satisfied with dependence on mechanical ventilation. [SDR] [BUILDING]

GC-6. ENCROACHMENT PERMIT:

Prior to any work in the public right-of-way, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Department of Public Works. [COA] [PUBLIC WORKS] (SMC 13.08.030, SMC 13.08.060 and SMC 13.08.070)

BP: THE FOLLOWING CONDITIONS SHALL BE ADDRESSED ON THE CONSTRUCTION PLANS SUBMITTED FOR ANY DEMOLITION PERMIT, BUILDING PERMIT, GRADING PERMIT, AND/OR ENCROACHMENT PERMIT AND SHALL BE MET PRIOR TO THE ISSUANCE OF SAID PERMIT(S).

BP-1. CONDITIONS OF APPROVAL:

Final plans shall include all Conditions of Approval included as part of the approved application starting on sheet 2 of the plans. [COA] [PLANNING]

BP-2. RESPONSE TO CONDITIONS OF APPROVAL:

A written response indicating how each condition has or will be addressed shall accompany the building permit set of plans. [COA] [PLANNING]

BP-3. BLUEPRINT FOR A CLEAN BAY:

The building permit plans shall include a "Blueprint for a Clean Bay" on one full sized sheet of the plans. [SDR] [PLANNING]

BP-4. BEST MANAGEMENT PRACTICES - STORMWATER:

The project shall comply with the following source control measures as outlined in the BMP Guidance Manual and SMC 12.60.220. Best management practices shall be identified on the building permit set of plans and shall be subject to review and approval by the Director of Public Works:

- a) Storm drain stenciling. The stencil is available from the City's Environmental Division Public Outreach Program, which may be reached by calling (408) 730-7738.
- b) Landscaping that minimizes irrigation and runoff, promotes surface infiltration where possible, minimizes the use of pesticides and fertilizers, and incorporates appropriate sustainable landscaping practices and programs such as Bay-Friendly Landscaping.
- c) Appropriate covers, drains, and storage precautions for outdoor material storage areas, loading docks, repair/maintenance bays, and fueling areas.
- d) Covered trash, food waste, and compactor enclosures.
- e) Plumbing of the following discharges to the sanitary sewer, subject to the local sanitary sewer agency's authority and standards:
 - i) Discharges from indoor floor mat/equipment/hood filter wash racks or covered outdoor wash racks for restaurants.
 - ii) Dumpster drips from covered trash and food compactor enclosures.

- iii) Discharges from outdoor covered wash areas for vehicles, equipment, and accessories.
- iv) Swimming pool water, spa/hot tub, water feature and fountain discharges if discharge to onsite vegetated areas is not a feasible option.
- v) Fire sprinkler test water, if discharge to onsite vegetated areas is not a feasible option. [SDR] [PLANNING]

BP-5. CONSTRUCTION MATERIAL AND STAGING:

All construction related materials, equipment, and construction workers parking need to be managed on-site and not located in the public right-of-ways or public easements. [COA] [PUBLIC WORKS]

DC: THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THE PROJECT.

DC-1. BLUEPRINT FOR A CLEAN BAY:

The project shall be in compliance with stormwater best management practices for general construction activity until the project is completed and either final occupancy has been granted. [SDR] [PLANNING]

DC-2. CLIMATE ACTION PLAN – OFF ROAD EQUIPMENT REQUIREMENT:

OR 2.1: Idling times will be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]), or less. Clear signage will be provided at all access points to remind construction workers of idling restrictions.

OR 2.2: Construction equipment must be maintained per manufacturer's specifications.

OR 2.3: Planning and Building staff will work with project applicants to limit GHG emissions from construction equipment by selecting one of the following measures, at a minimum, as appropriate to the construction project:

- a) Substitute electrified or hybrid equipment for diesel- and gasoline-powered equipment where practical.
- b) Use alternatively fueled construction equipment on-site, where feasible, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane, or biodiesel.
- c) Avoid the use of on-site generators by connecting to grid electricity or utilizing solar-powered equipment.

- d) Limit heavy-duty equipment idling time to a period of 3 minutes or less, exceeding CARB regulation minimum requirements of 5 minutes. [COA] [PLANNING]

DC-3. DUST CONTROL:

At all times, the Bay Area Air Quality Management District's CEQA Guidelines and "Basic Construction Mitigation Measures Recommended for All Proposed Projects", shall be implemented. [COA] [PLANNING]

EP: THE FOLLOWING CONDITIONS SHALL BE ADDRESSED AS PART OF AN ENCROACHMENT PERMIT APPLICATION.

EP-1. WATER METER:

Install new radio-read water meter(s) for each point of connection to the water main. [SDR] [PUBLIC WORKS]

EP-2. PLANTER BOX:

Planter box located within City Right-of-Way (as noted on the plans dated 12/07/15 is to be removed. [COA] [PUBLIC WORKS]

END OF CONDITIONS



USE PERMIT/SPECIAL DEVELOPMENT PERMIT JUSTIFICATIONS

One of the two following findings must be made in order to approve a Use Permit or Special Development Permit application.

The Sunnyvale Municipal code states that at least one of the following two justifications must be met before granting the Use Permit or Special Development Permit. Please provide us information on how your project meets at **least one** of the following criteria.

1. The proposed use attains the objectives and purposes of the General Plan of the City of Sunnyvale as the project ...

OR

2. The proposed use ensures that the general appearance of proposed structures, or the uses to be made of the property to which the application refers, will not impair either the orderly development of, or the existing uses being made of, adjacent properties as ...

The proposed use ensures that the general appearance of proposed structures, or the uses to be made of the property will not impair either the orderly development of, or the existing use being made of, adjacent properties for 882 W. McKinley Ave, Sunnyvale, CA

If you need assistance in answering either of these justifications, contact the Planning Division staff at the One-Stop Permit Center.



Teresa Zarrin <tzarrin@sunnyvale.ca.gov>

Upcoming planning commission agenda

Othar Hansson <othar.hansson@gmail.com>
To: Teresa Zarrin <tzarrin@sunnyvale.ca.gov>

Tue, Jan 19, 2016 at 10:21 PM

Hi Teresa:

Here's my official comment on the proposal. Please forward on to the Commission and any other interested parties. Thanks!

—Othar

To the Planning Commission, Sunnyvale

My wife and I live at 881 Markham Terrace, directly behind the proposed remodel at 882 McKinley Avenue. I am very concerned about this project for a number of reasons, and have a few requests for the commission's consideration.

1* MODIFY THE WINDOWS OF THE PROPOSED DESIGN

The houses in this neighborhood are already very close together, but at least the builder designed them to have minimal windows on the zero-lot-line side of each house. That contributes to a sense of privacy, and minimizes sight lines over fence lines (including from first-floor windows to second-floor windows). Because left-side and right-side setbacks are much shorter, it's important to stick to these principles to ensure privacy and reduce noise issues.

A better design would have understood the original site plan and eliminated windows along the wall that extends from the garage. I suggest the plan be changed to achieve that.

Two good design examples: 1. The recent proposal for 865 Markham (with 60% FAR) doesn't add windows along the garage wall, and as a corner lot, the remodel adds a bedroom that essentially "faces" the street instead of the neighbors. 2. Our neighbors at 877 Markham have a beautiful remodel with a 57% FAR: they don't have side windows, and they use skylights for natural light.

2* RECONSIDER THE SIZE OF THE PROPOSED DESIGN

The size of this project is 60+% FAR, well above what makes sense. To consider previous projects as precedents, you need to take into account the special circumstances of each project's approval. For example, the house at 866 Markham has a large FAR (63.1%) but doesn't have a rear neighbor (the house backs onto the school district's parking lot). The house at 865 Markham (60% FAR) is a corner lot, and as mentioned above, is thoughtful about window placement. Other projects have been below 60% FAR (more in 53-57% range). Don't let precedent lead to automatic approval of all these large projects.

In addition to physical size, I'm concerned about adding bedrooms to these houses. If approved, this will be a 5-

bedroom house. Five bedrooms! Adding a bedroom in each of the large houses in our neighborhood would change the density of the neighborhood, with lots of resulting problems (noise, parking, etc.). Each of these houses already has a downstairs bath, family room, living room and dining room: more than enough space to repurpose to create a temporary bedroom and full bath.

3* SET SOME GUIDELINES FOR FUTURE PROJECTS

You've seen a lot of requests for Special Development Permits from our neighborhood. They're so common that it's hard to call them "special", and I predict they'll increase in frequency.

I ask the commission to consider studying the issues to develop some advisory guidelines to safeguard the beauty and design of our neighborhood. We just can't expect a coherent approach from dozens of homeowners, each working with different architects. Some things to think about in such a study: maximum number of bedrooms, window placement, FAR guidelines, etc.

I'd also suggest that future large developments in Sunnyvale should include some thought around aging-in-place and other remodel needs, at the time of original approval (e.g., ensure that new construction includes accessible features and supports future modifications such as grab bars, elevators and/or stair elevators).

Othar Hansson
881 Markham Terrace

Somerset of Sunnyvale Maintenance

c/o Access Association Services, Inc.

16264 Church Street, Suite 102

Morgan Hill, CA 95037

408/782-1222

October 13, 2015

Request ID: ACC7122

King P. & Lynn Wu
882 West McKinley Avenue
Sunnyvale, CA 94086

Re: Somerset of Sunnyvale Maintenance Association
882 West McKinley Avenue

Dear King P. & Lynn Wu :

The board has reviewed your request and the plans for the addition to your home. The plans have been approved as submitted with the understanding that you will obtain all necessary permits.

Should you have any questions, please feel free to contact our office.

Sincerely,

Access Association Services, Inc.



Nichole Dillon-Lee, Senior Association Manager
Somerset of Sunnyvale Maintenance Association

cc: Board of Directors
Unit File

Properties in the Benner School Site with Greater than 50% FAR (41 out of about 100 homes)

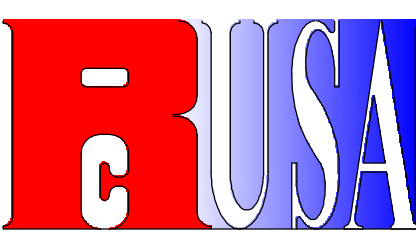
ATTACHMENT 8

Address	Lot Size	Gross Floor Area	FAR before 2009 ¹	FAR after 2009 ²	Recently Approved Dates
866 Markham Tr	3936	2484	60.1%	63.1%	2/23/2015
865 Markham Tr	3839	2320	57.5%	60.4%	12/14/2015
882 W. McKinley Ave*	4018	2425	57.6%	60.4%	pending
877 Markham Tr	4018	2280	54.0%	56.7%	3/12/2012
897 Markham Tr	3920	2189	53.4%	55.8%	1/11/2016
386 Pescadero Tr	3180	2125	55.2%	57.7%	4/15/2009
381 Pescadero Tr	3180	1695	53.3%	55.8%	10/13/1999
365 Pescadero Tr	3180	1695	53.3%	55.8%	6/30/1999
378 Pismo Tr	3180	1695	53.3%	55.8%	12/11/1998
366 Redondo Tr	3180	1694	53.3%	55.8%	6/30/1999
374 Redondo Tr	3180	1694	53.3%	55.8%	4/10/1996
382 Redondo Tr	3180	1694	53.3%	55.8%	7/29/1998
858 Markham Tr	3375	1775	52.6%	55.1%	
853 Markham Tr	3381	1775	52.5%	55.0%	
854 W Mc Kinley Av	3822	1993	52.1%	54.6%	
362 Pescadero Tr	3825	1993	52.1%	54.6%	
366 Pescadero Tr	3825	1993	52.1%	54.6%	
370 Pescadero Tr	3825	1993	52.1%	54.6%	
858 W Mc Kinley Av	3969	2064	52.0%	54.5%	
866 W Mc Kinley Av	3969	2064	52.0%	54.5%	
861 Markham Tr	3969	2064	52.0%	54.5%	
862 W Mc Kinley Av	3871	1993	51.5%	54.0%	
369 Pescadero Tr	3445	1775	51.5%	54.0%	
361 Pescadero Tr	3445	1775	51.5%	54.0%	
365 Pismo Tr	3445	1775	51.5%	54.0%	
881 Markham Tr	3871	1993	51.5%	54.0%	
873 Markham Tr	3871	1993	51.5%	54.0%	
878 W Mc Kinley Av	3871	1993	51.5%	54.0%	
886 W Mc Kinley Av	3871	1993	51.5%	54.0%	
373 Pismo Tr	3445	1775	51.5%	54.0%	
374 Pismo Tr	3445	1775	51.5%	54.0%	
885 Markham Tr	4018	2064	51.4%	53.9%	
874 W Mc Kinley Av	4018	2064	51.4%	53.9%	
882 W Mc Kinley Av	4018	2064	51.4%	53.9%	
373 Pescadero Tr	3180	1631	51.3%	53.8%	
362 Pismo Tr	3180	1631	51.3%	53.8%	
370 Pismo Tr	3180	1631	51.3%	53.8%	
369 Pismo Tr	3180	1631	51.3%	53.8%	
361 Pismo Tr	3180	1631	51.3%	53.8%	
358 Pescadero Tr	3525	1775	50.4%	52.9%	
869 Markham Tr	4100	2064	50.3%	52.8%	

	3612	1920	52.52%	55.06%	
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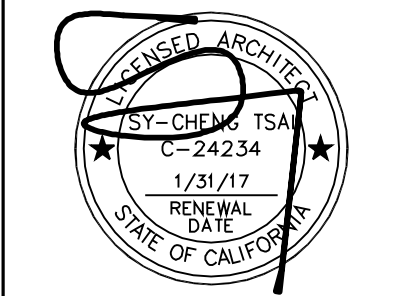
* Proposed Project

- 1. The Floor Area Ratios represented in this column are calculated without including the ceiling height area exceeding 15 feet.
- 2. Ceiling height greater than 15 feet double counted in the Floor Area in this column.



RCUSA (RONG CHANG USA)
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SY-CHENG TSAI C-24234

Mr. & Mrs Wu Residence
Addition and Remodeling
882 W. McKinley Ave., Sunnyvale, CA 94086

**EXISTING & PROPOSED
SITE PLANS**

DATE: 08/12/15

JOB NO. RC15-0829

ISSUE & REVISION

08/19/15	HOA SUBMITTAL
11/04/15	PLANNING SUB
01/25/16	PUBLIC HEARING

SHEET NO.

A2

DRAWN BY:

NOTES TO SITE PLAN:

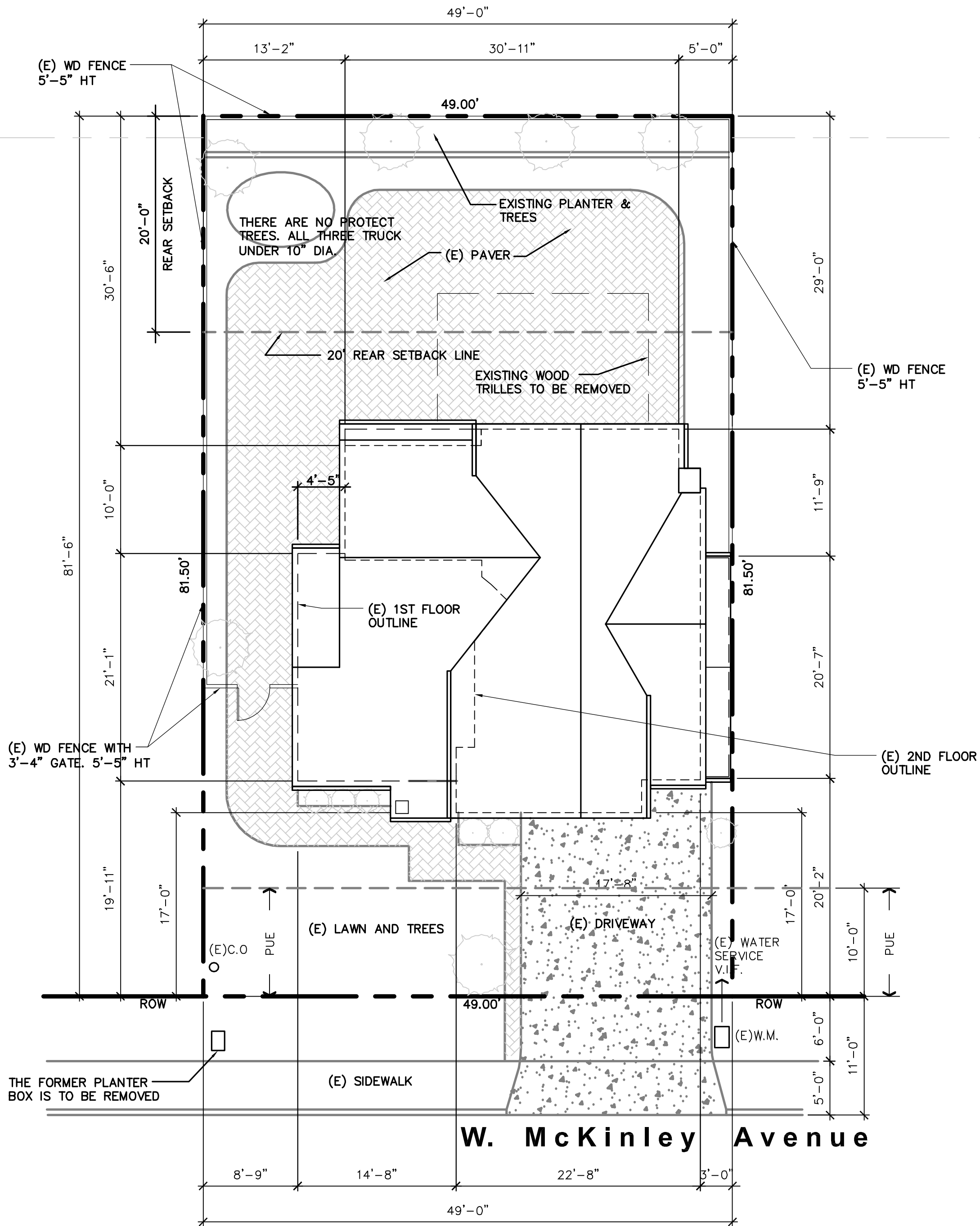
1. ALL EXISTING LANDSCAPE REMAINS, HARD PAVED AREA WILL MODIFIED DUE TO THE ADDITION.
2. EXISTING IRRIGATION SYSTEM REMAINS, REPAIR AS NEEDED DUE TO NEW BUILDING ADDITION.
3. ALL FENCE REMAINS.
4. NEW ADDITION EXTERIOR MATERIALS AND COLORS TO MATCH EXISTING.
5. ALL TREES AT THE REAR YARD ARE FRUIT TRESS, THERE ARE NO TREE'S TRUCK MORE THAN 10 INCH DIAMETER. THERE ARE NO TREE PROTECTION NEEDED.

NOTES TO SITE PLAN:

1. ALL EXISTING LANDSCAPE REMAINS, HARD PAVED AREA WILL MODIFIED DUE TO THE ADDITION.
2. EXISTING IRRIGATION SYSTEM REMAINS, REPAIR AS NEEDED DUE TO NEW BUILDING ADDITION.
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5. ALL TREES AT THE REAR YARD ARE FRUIT TRESS, THERE ARE NO TREE'S TRUCK MORE THAN 10 INCH DIAMETER. THERE ARE NO TREE PROTECTION NEEDED.

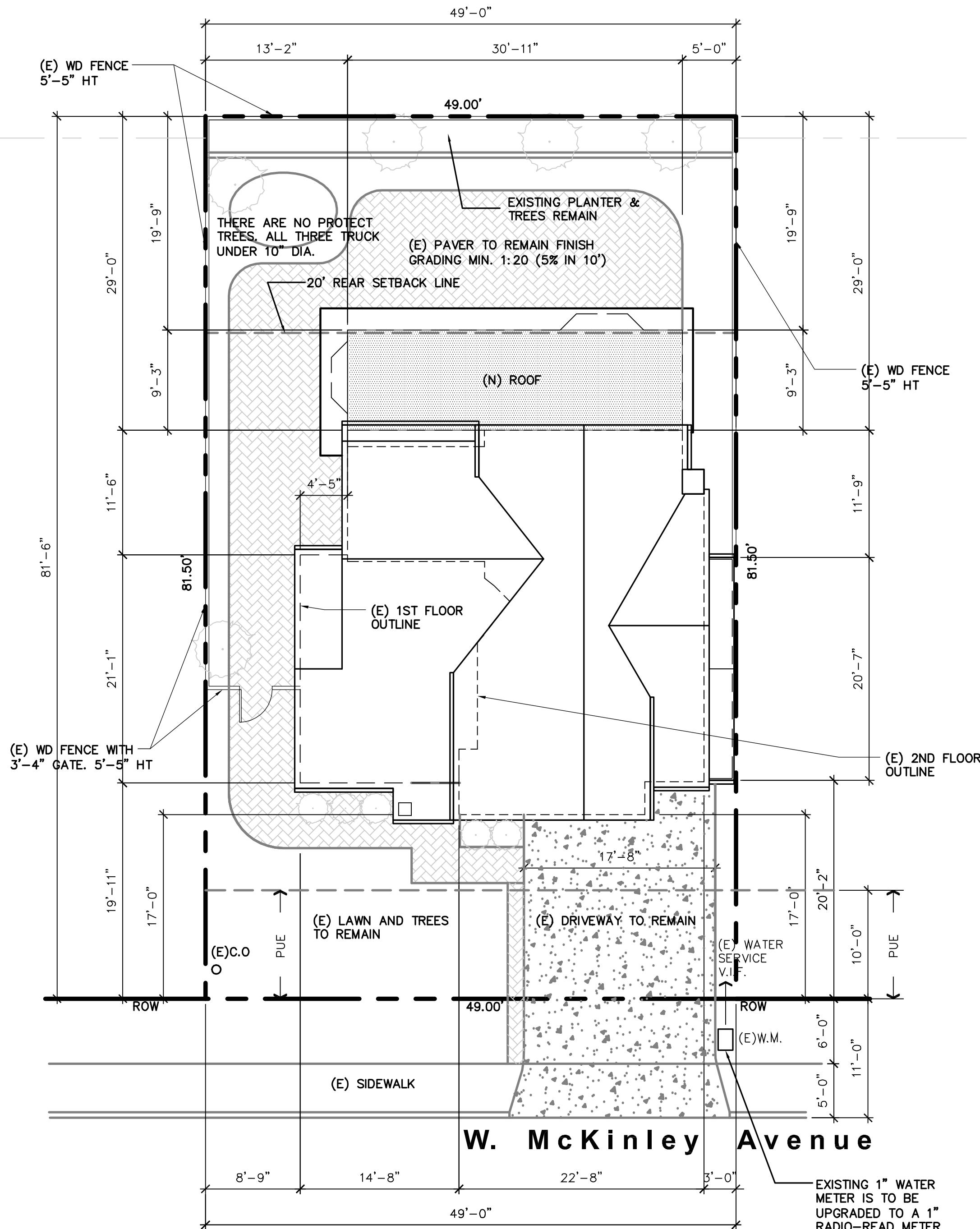
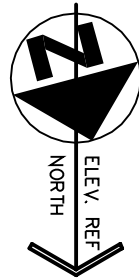
PROJECT DATA TABLE:

	EXISTING	PROPOSED	REQUIRED/ AS PERMITTED BY APPROVED SDP
GENERAL PLAN	Residential Low Medium Density	Residential Low Medium Density	Residential Low Medium Density
ZONING DIST.	R-1.7/PD	R-1.7/PD	R-1.7/PD
LOT SIZE (s.f.)	4,018	4,018	4,018
GROSS FLOOR AREA (s.f.)	2,145	2425	1,597
1ST FLOOR	1,318	+280=1,598	
2ND FLOOR	827	827	
LOT COVERAGE (%)	30.09%	37.06%	40% MAX.
FLOOR AREA RATIO (FAR)	53.38%	60.35%	50% THRESHOLD
BUILDING HEIGHT (ft.)	26'-3"	26'-3"	30' MAX.
NO. STORIES	2	2	2 MAX.
SET BACK (MAIN RESIDENCE)			
FRONT:			
1st FLOOR :	17'-0"	17'-0"	12'-0" MIN.
2nd FLOOR :	17'-0"	17'-0"	N/A
RIGHT SIDE:			
1st FLOOR :	0'-0"	0'-0"	0'-0" MIN.
2nd FLOOR :	3'-0"	3'-0"	N/A
LEFT SIDE:			
1st FLOOR :	8'-9"	8'-9"	9' ~ 15'
2nd FLOOR :	13'-2"	13'-2"	N/A
REAR SIDE:			
1st FLOOR :	29'-0"	19'-9"	15' -0"
2nd FLOOR :	29'-0"	29'-0"	N/A
PARKING:			
TOTAL SPACES	4	4	4 MIN.
COVERED SPACES	2	2	2 MIN.



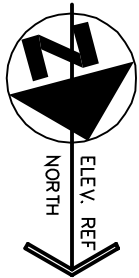
SITE PLAN - EXISTING

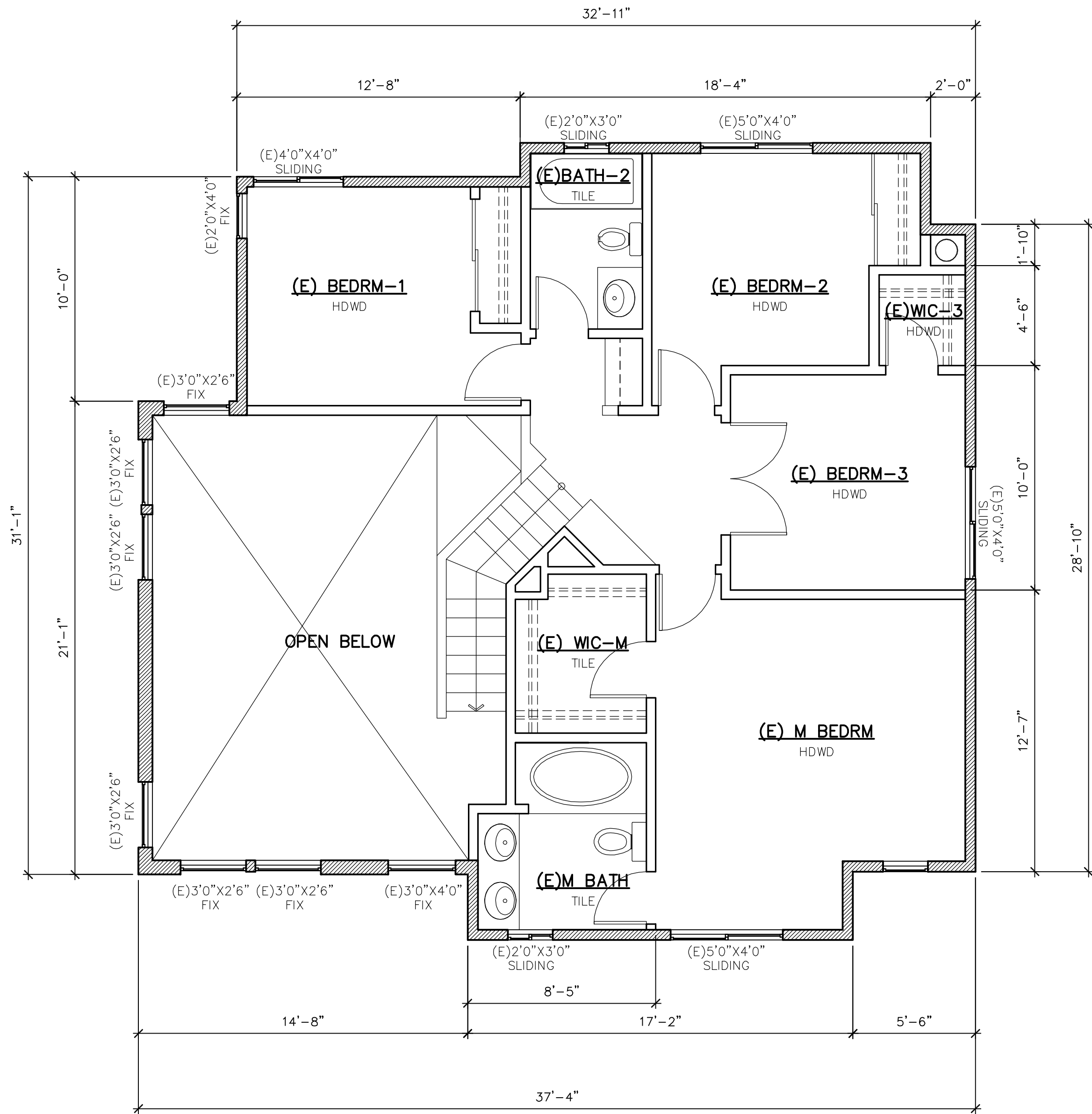
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SITE PLAN - NEW

SCALE : 1/8" = 1'-0"



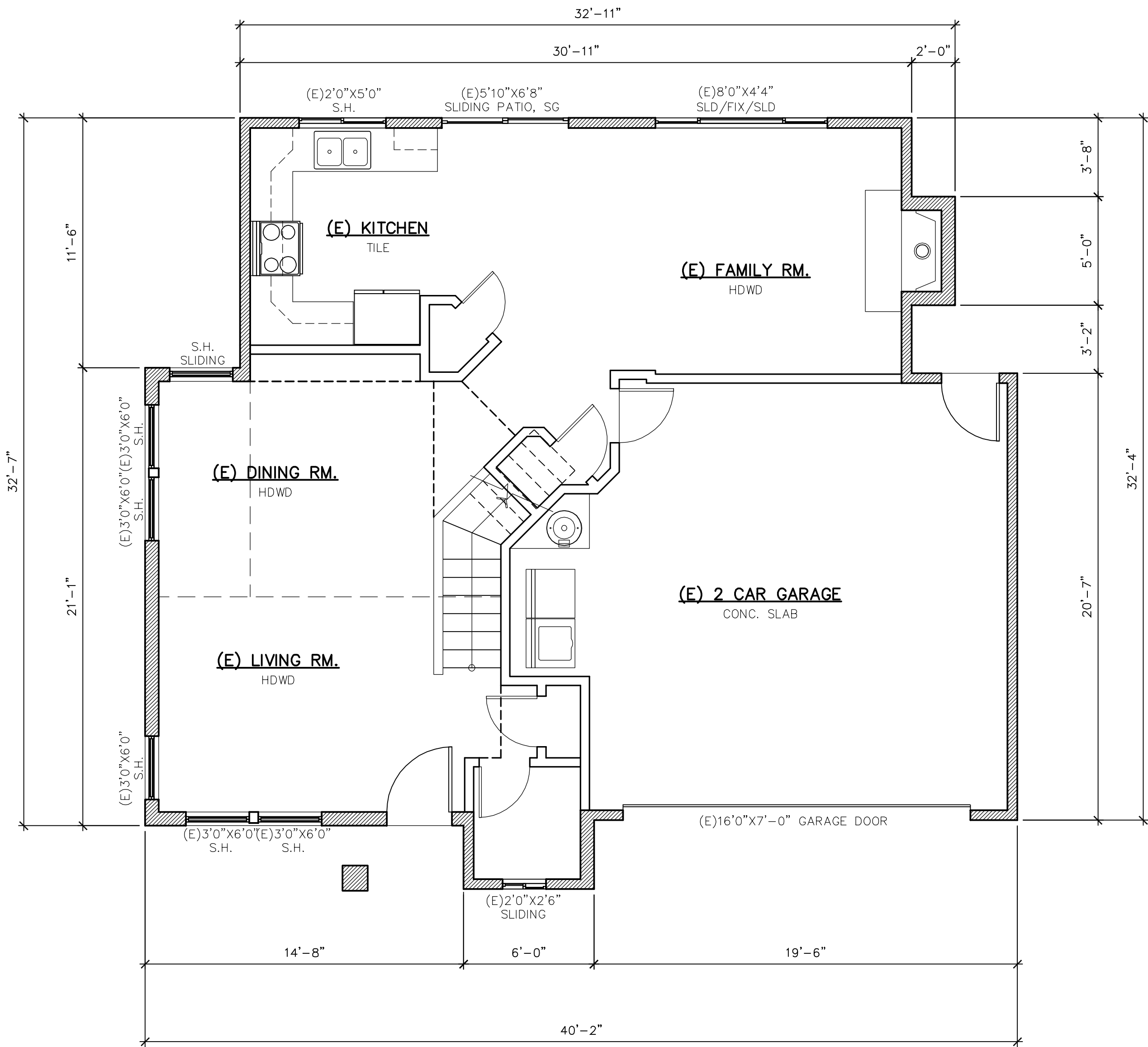
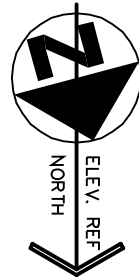


WALL LEGEND

===== (E) EXTERIOR WALLS

===== (E) INTERIOR WALLS

EXISTING 2nd F FLOOR PLAN
SCALE : 1/4" = 1'-0"

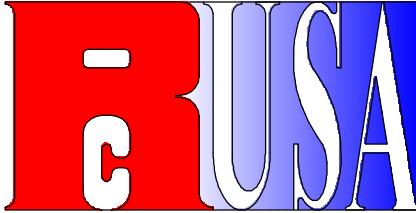
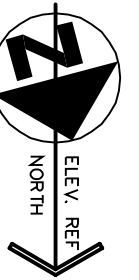


WALL LEGEND

===== (E) EXTERIOR WALLS

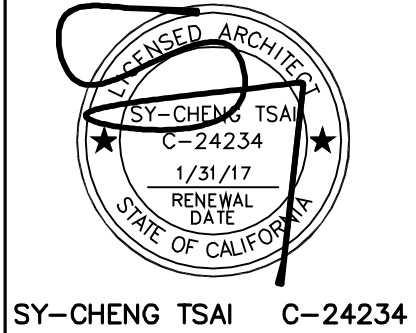
===== (E) INTERIOR WALLS

EXISTING 1st F FLOOR PLAN
SCALE : 1/4" = 1'-0"



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**Mr. & Mrs Wu Residence
Addition and Remodeling**
882 W. McKinley Ave., Sunnyvale, CA 94086

**EXISTING
FLOOR
PLANS**

DATE:	08/12/15
JOB NO.	RC15-0829
ISSUE & REVISION	
08/19/15	HOA SUBMITTAL
11/04/15	PLANNING SUB
01/25/16	PUBLIC HEARING

SHEET NO.
A3
DRAWN BY:



**PROPOSED
FLOOR PLAN**

[illegible]

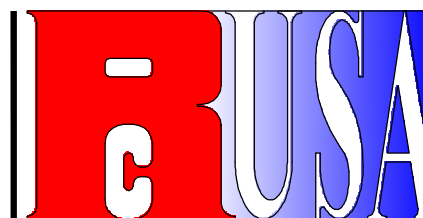
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- ## PROPOSED 2nd FLOOR PLAN



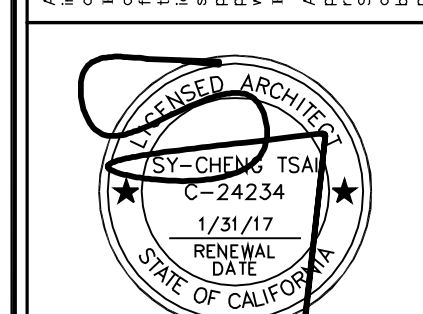
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SY-CHENG TSAI C-24234

Mr. & Mrs Wu Residence
Addition and Remodeling

882 W. McKinley Ave., Sunnyvale, CA 94086

EXISTING
ELEVATIONS

DATE: 08/12/15

JOB NO. RC15-0829

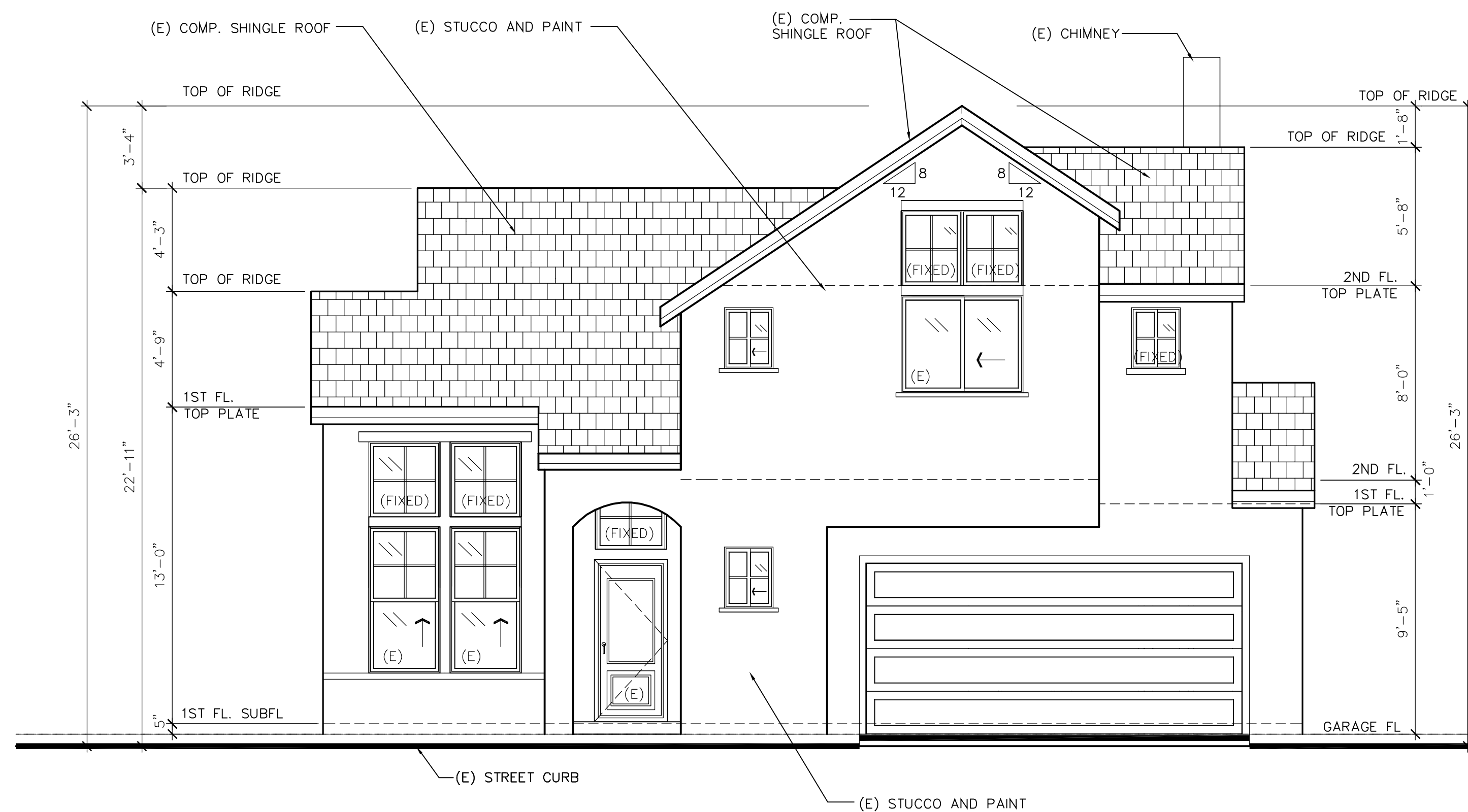
ISSUE & REVISION

08/19/15	HOA SUBMITTAL
11/04/15	PLANNING SUB
01/25/16	PUBLIC HEARING

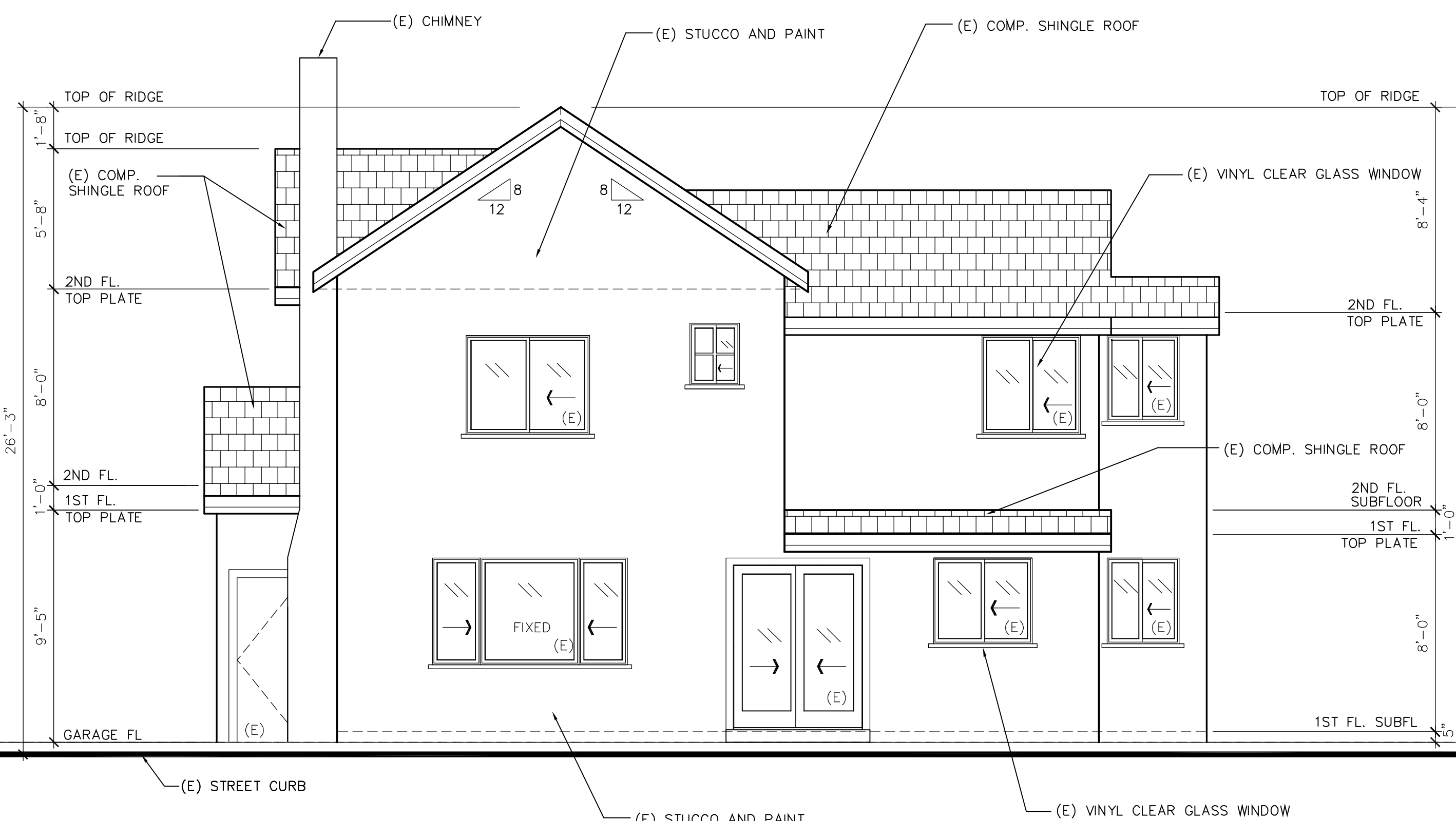
SHEET NO.

A5

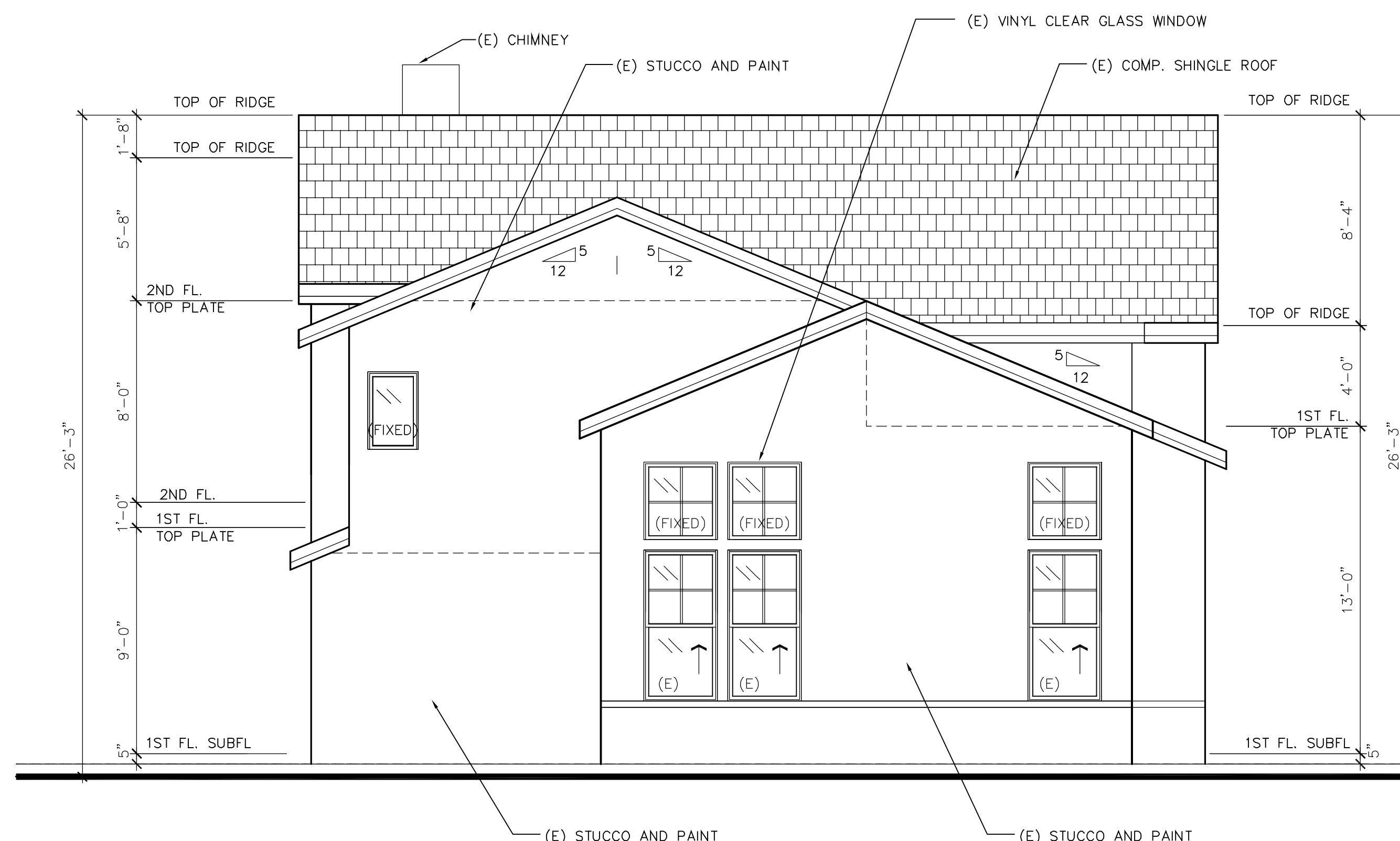
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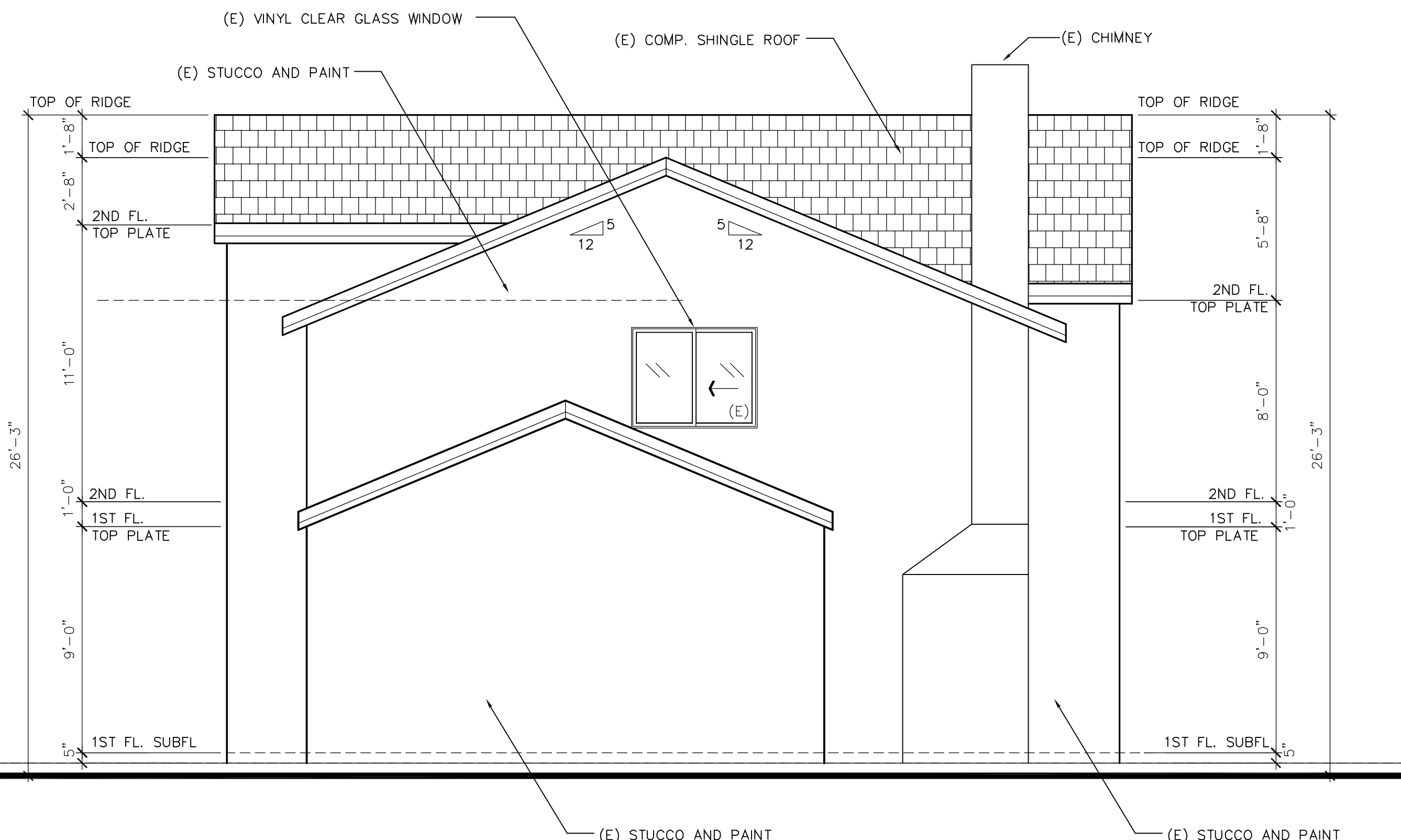
1 EXISTING FRONT/NORTH ELEVATION
1/4"=1'-0"



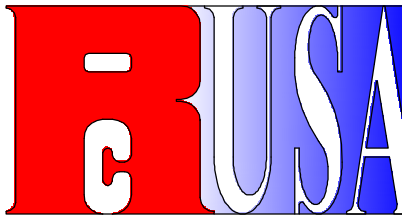
2 EXISTING REAR/SOUTH ELEVATION
1/4"=1'-0"



3 EXISTING LEFT/EAST ELEVATION
1/4"=1'-0"



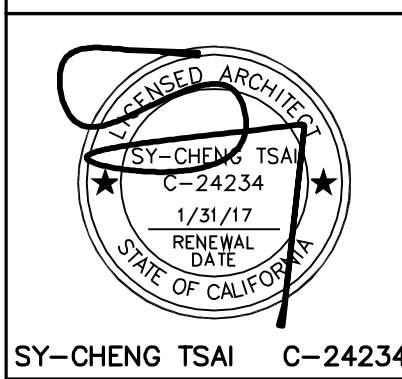
4 EXISTING RIGHT/WEST ELEVATION
1/4"=1'-0"



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SY-CHENG TSAI C-24234

Mr. & Mrs Wu Residence
Addition and Remodeling
882 W. McKinley Ave., Sunnyvale, CA 94086

PROPOSED ELEVATIONS

DATE: 08/12/15

JOB NO. RC15-0829

ISSUE & REVISION

08/19/15	HOA SUBMITTAL
11/04/15	PLANNING SUB
01/25/16	PUBLIC HEARING

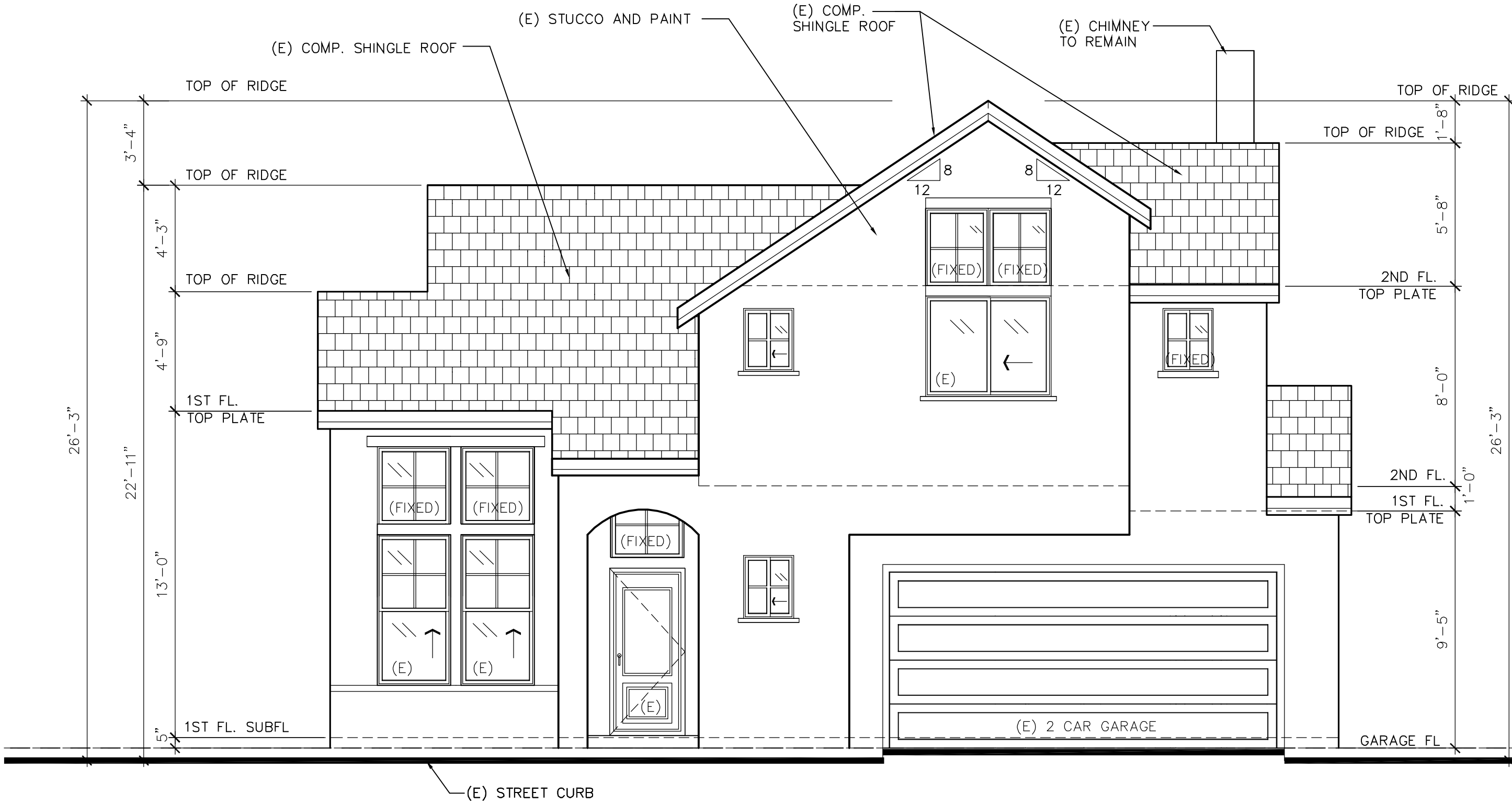
SHEET NO.

A6

DRAWN BY:

EXTERIOR PAINT: IF REPAINTING THE HOUSE, THE HOUSE WILL BE PAINTED A COLOR THAT IS SIMILAR TO THE NEUTRAL-COLORED HOMES IN YOUR NEIGHBORHOOD. SUBMIT SAMPLES. IF NOT REPAINTING, SHOW ON THE ELEVATIONS THAT THE COLOR OF THE ADDITION WILL MATCH THE COLOR OF THE EXISTING HOUSE.

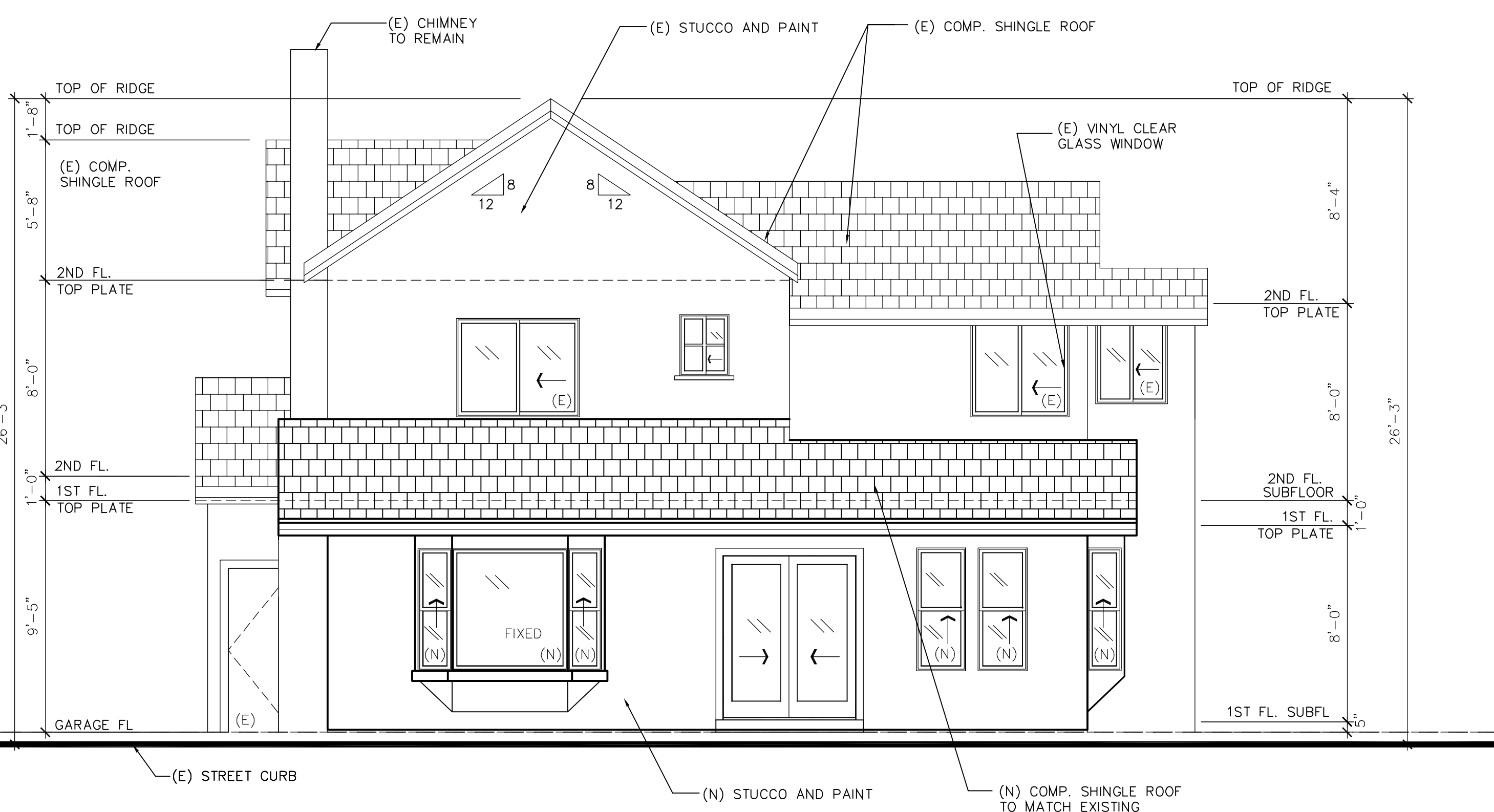
- TWO LAYER OF 15# FELT FOR ROOF



1 **PROPOSED FRONT/NORTH ELEVATION**
1/4"=1'-0"

EXTERIOR PAINT: IF REPAINTING THE HOUSE, THE HOUSE WILL BE PAINTED A COLOR THAT IS SIMILAR TO THE NEUTRAL-COLORED HOMES IN YOUR NEIGHBORHOOD. SUBMIT SAMPLES. IF NOT REPAINTING, SHOW ON THE ELEVATIONS THAT THE COLOR OF THE ADDITION WILL MATCH THE COLOR OF THE EXISTING HOUSE.

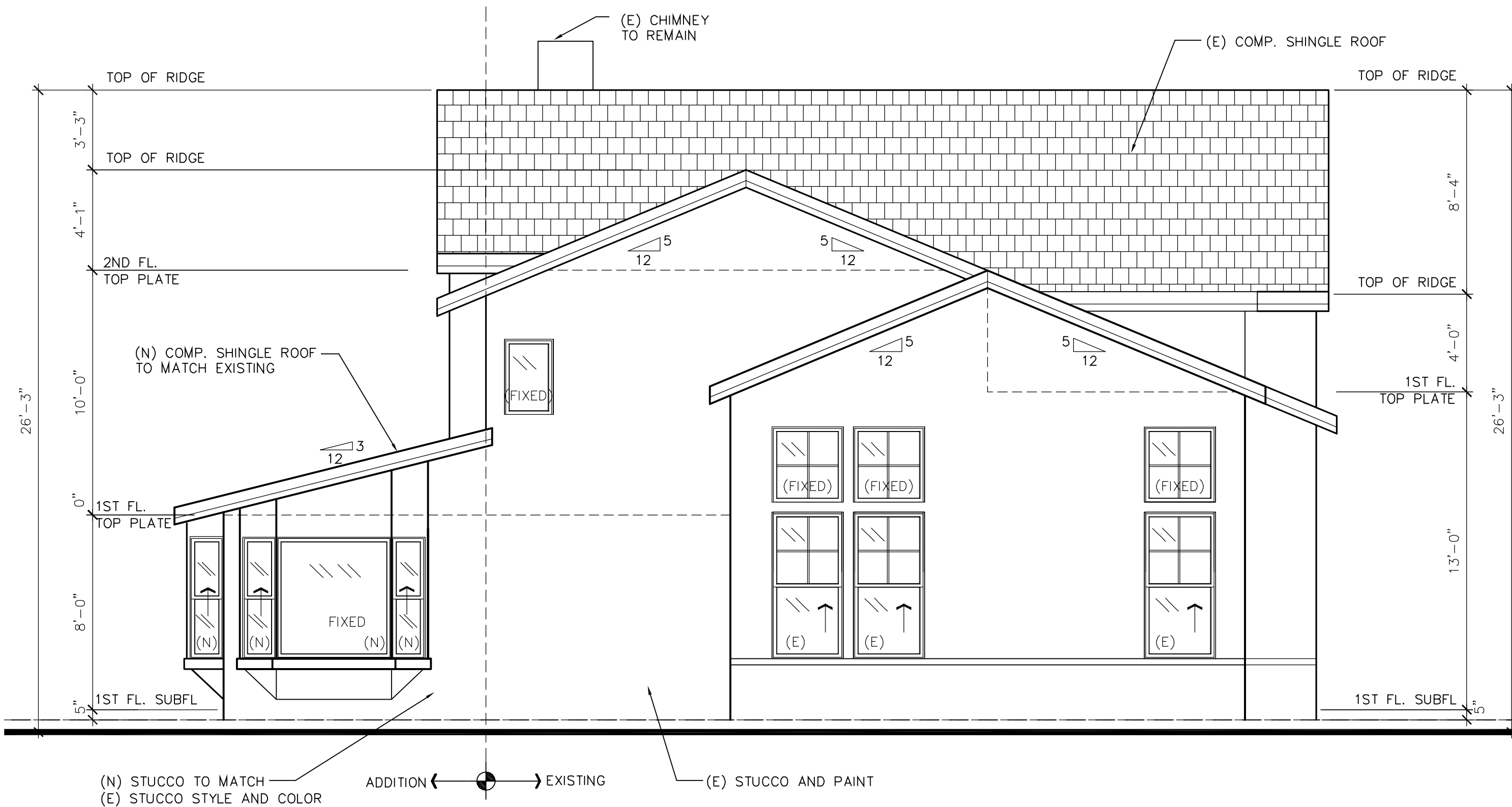
- TWO LAYER OF 15# FELT FOR ROOF



2 **PROPOSED REAR/SOUTH ELEVATION**
1/4"=1'-0"

EXTERIOR PAINT: IF REPAINTING THE HOUSE, THE HOUSE WILL BE PAINTED A COLOR THAT IS SIMILAR TO THE NEUTRAL-COLORED HOMES IN YOUR NEIGHBORHOOD. SUBMIT SAMPLES. IF NOT REPAINTING, SHOW ON THE ELEVATIONS THAT THE COLOR OF THE ADDITION WILL MATCH THE COLOR OF THE EXISTING HOUSE.

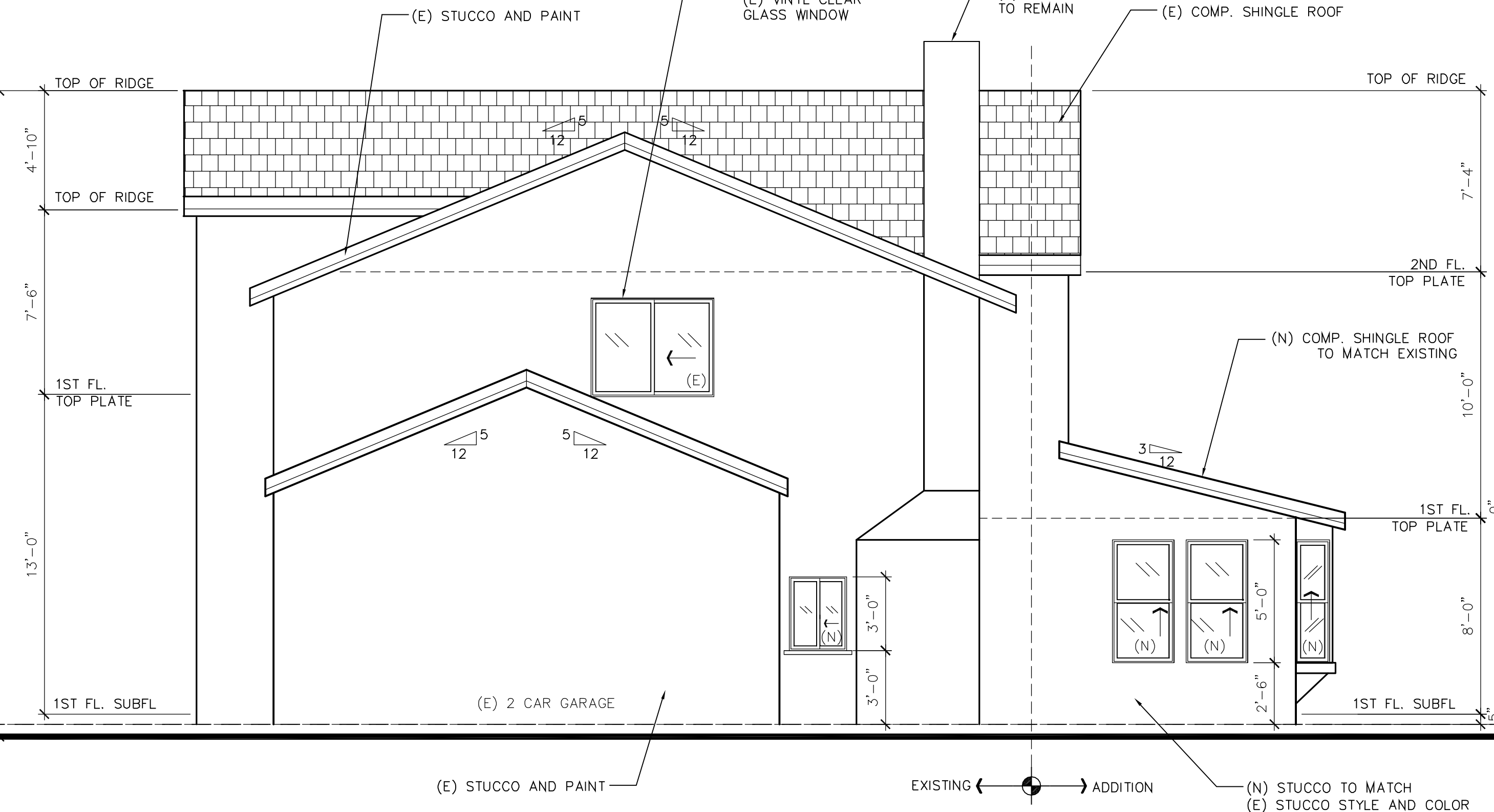
- TWO LAYER OF 15# FELT FOR ROOF



3 **PROPOSED LEFT/EAST ELEVATION**
1/4"=1'-0"

EXTERIOR PAINT: IF REPAINTING THE HOUSE, THE HOUSE WILL BE PAINTED A COLOR THAT IS SIMILAR TO THE NEUTRAL-COLORED HOMES IN YOUR NEIGHBORHOOD. SUBMIT SAMPLES. IF NOT REPAINTING, SHOW ON THE ELEVATIONS THAT THE COLOR OF THE ADDITION WILL MATCH THE COLOR OF THE EXISTING HOUSE.

- TWO LAYER OF 15# FELT FOR ROOF



4 **PROPOSED RIGHT/WEST ELEVATION**
1/4"=1'-0"

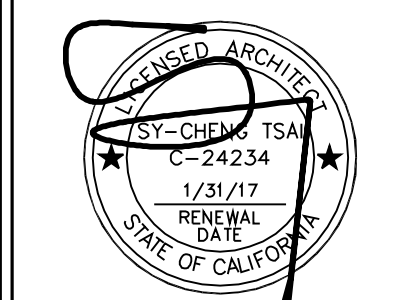
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SY-CHENG TSAI C-24234

Mr. & Mrs Wu Residence
Addition and Remodeling
882 W. McKinley Ave., Sunnyvale, CA 94086

EXISTING & PROPOSED ROOF PLANS

DATE: 08/12/15

JOB NO. RC15-0829

ISSUE & REVISION

08/19/15	HOA SUBMITTAL
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11/04/15	PLANNING SUB
01/25/16	PUBLIC HEARING

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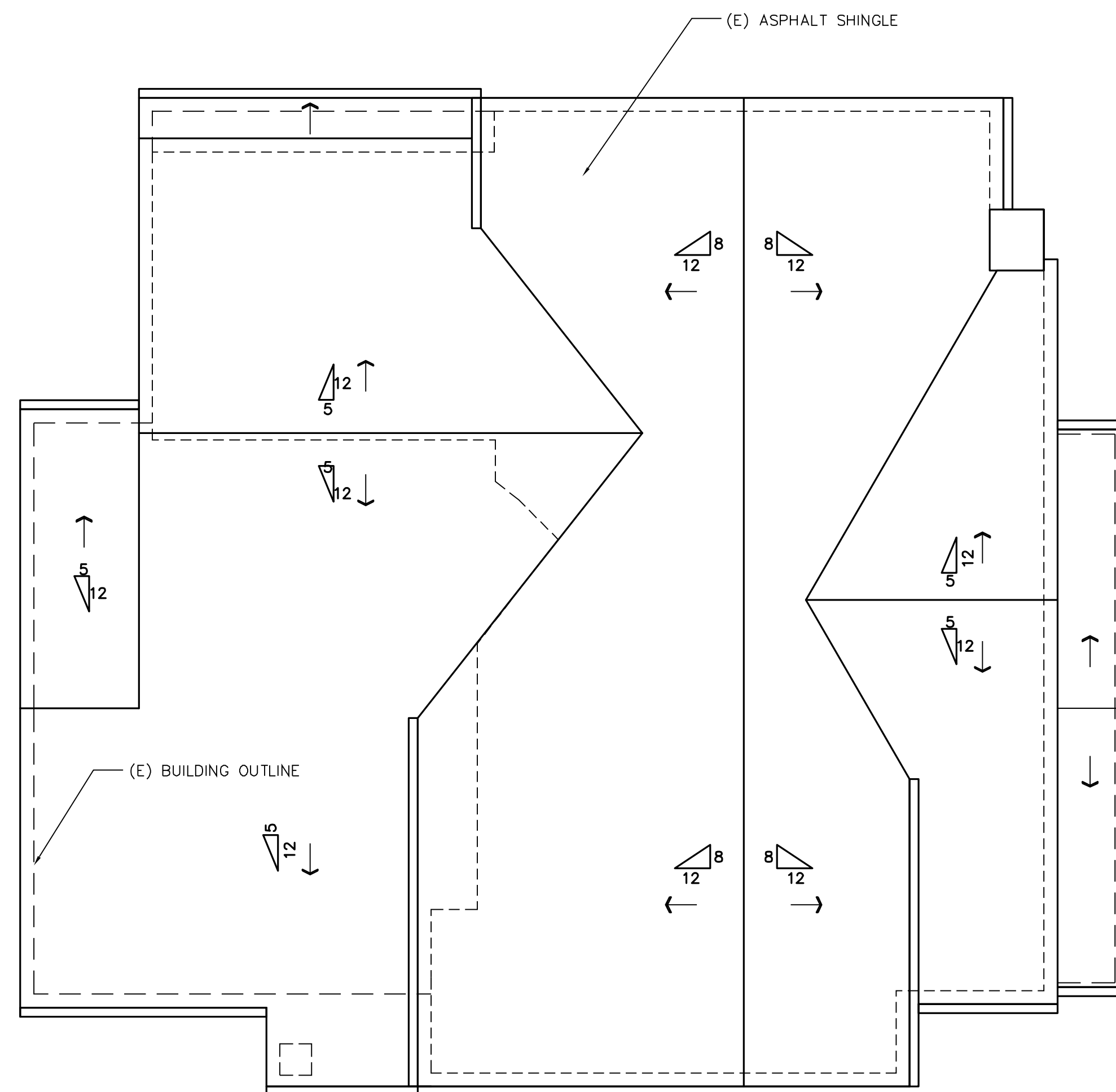
SHEET NO.

10. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

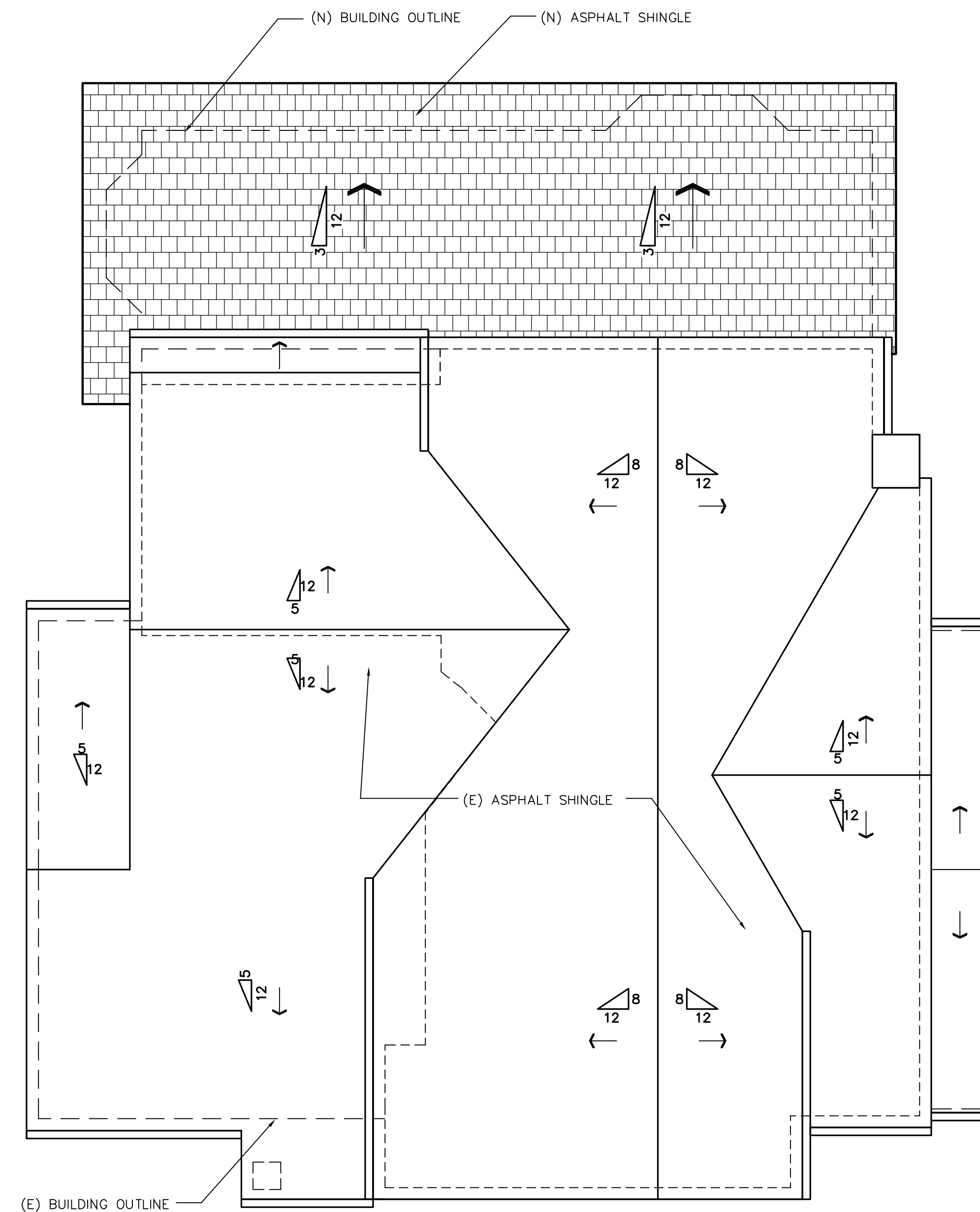
A7

REFERENCES

DRAWN BY: ST



EXISTING ROOF PLAN



PROPOSED ROOF PLAN



A7

DRAWN BY: ST

1ST FLOOR SUB TOTAL 1,318 SQ FT

2ND FLOOR SUB TOTAL	827 SQ FT
---------------------	-----------

Floor plan of the first floor of the building. The plan shows a large central area labeled 'G' (Gymnasium) with a basketball hoop and backboard. To the left of 'G' is a staircase labeled 'C' and a room labeled 'D' with a desk and chair. Below 'D' is a room labeled 'F' (Faculty lounge) with a desk and chair. To the left of 'F' is a room labeled 'E' (Faculty lounge) with a desk and chair. Above 'E' is a room labeled 'B' (Faculty lounge) with a desk and chair. To the right of 'B' is a room labeled 'A' (Faculty lounge) with a desk and chair. The plan also shows a kitchen area with a stove and sink, and a bathroom area with a toilet and sink. A dashed line indicates a sliding door between 'E' and 'D'.

EXISTING 1st F FLOOR PLAN

1ST FLOOR SUB TOTAL 1,598 SQ FT

2ND FLOOR SUB TOTAL	827 SQ FT
---------------------	-----------

The floor plan of the second floor includes the following rooms and features:

- H:** A large rectangular hall or living area on the left side.
- I:** A bathroom located between rooms H and J.
- J:** A kitchen located between rooms I and K.
- K:** A bedroom located at the top right corner.
- L:** A living area located between rooms J and M.
- M:** A dining area located between rooms L and N.
- N:** A bedroom located at the bottom right corner.
- O:** A small room or hallway located between rooms H, I, J, L, and M.
- Staircase:** A staircase is located in the center of the floor plan, adjacent to room O.
- Entrance:** A large entrance area is located on the left side, adjacent to room H.

EXISTING 2nd F FLOOR PLAN

The diagram illustrates a hierarchical structure with the following components and connections:

- Rectangles:** H, I, J, L, M, N, and O.
- Connections:**
 - Rectangles H, I, and J are at the top level.
 - Rectangles O and L are positioned below H and I.
 - Rectangle M is positioned below O and L.
 - Rectangle N is at the bottom, connected to M.

PROPOSED 2nd F FLOOR PLAN

ADDITION AREA 280 S F

A

B

E

D
D*

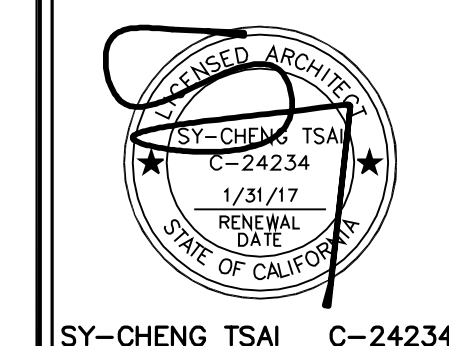
C

G

F

PROPOSED 1st F FLOOR PLAN

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and were created, evolved and developed for use on, and in connection with, the specified project. None of such ideas, designs, arrangements or plans shall be used by any other person or corporation for any purpose whatsoever without the written permission of
RONG CHANG USA CORPORATION
All information is to be verified by all persons, companies and project representatives that will utilize these. Should any error, conflict or inconsistency appear in the drawings, this office must be notified immediately. Construction shall proceed in accordance with the drawings as completed by this office.



Mr. & Mrs Wu Residence
Addition and Remodeling
882 W. McKinley Ave., Sunnyvale, CA 94086

AREA CALCULATION

DATE: 08/12/15

JOB NO. RC15-0829

ISSUE & REVISION

08/19/15	HOA SUBMITTAL
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	11/04/15	PLANNING SUB
--	----------	--------------

01/25/16	PUBLIC HEARING

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SHEET NO.

42

A8

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DRAWN BY:

3. [16-0093](#) File #: 2015-7960
Location: 882 W. McKinley Ave. (APN: 165-46-057)
Zoning: R-1.7/PD (Low Medium Density Residential / Planned Development) Zoning District
Proposed Project:
SPECIAL DEVELOPMENT PERMIT: for a first floor addition of 280 square feet to the rear of the existing two-story, single-family home resulting in a building size of 2,425 square feet including a 415 square foot garage and a floor area ratio (FAR) of 60.35%.
Applicant / Owner: Rong Chang USA Corporation (applicant) / King and Lynn Wu (owner)
Environmental Review: Categorical Exempt Class 1
Project Planner: Teresa Zarrin, (408) 730-7429, tzarrin@sunnyvale.ca.gov <<mailto:tzarrin@sunnyvale.ca.gov>>

Andrew Miner, Principal Planner, presented the staff report.

Vice Chair Harrison, asked staff if the addition created privacy concerns. Mr. Miner noted that the proposal meets the minimum setbacks in the side and rear, and that the addition is located in the rear of the property.

Comm. Olevson noted the condition of approval for a new water meter, and he asked what prompted this requirement. Mr. Miner confirmed the new water meter would be radio readable where the existing meter is not. Comm. Olevson then asked about a previous condition of approval to a similar proposal on 867 Markham Terrace, to add a deed restriction to not allow rental use to the room addition. He asked staff why that condition is not included in this proposal. Mr. Miner noted that the design does not present the same concern for future rental use of the addition, and said that the Commission may add the condition if they feel the need to.

Comm. Olevson said he clarified justifications and asked if attachment 5 is adequate. Mr. Miner clarified concerns and referred to the recommended findings of attachment 3.

Comm. Weiss asked staff how many people currently live in the home. Mr. Miner noted that the City cannot define or limit how many people live in a home, and that the information is not necessary in considering the proposal.

Chair Melton opened the public hearing.

Lynn Wu, owner of the home spoke about their proposal.

Joyce Wang, applicant, spoke for the owners and noted that they are in compliance with staff's recommendations.

Comm. Weiss asked if they have considered adding a stair lift to allow easier access to the second story and about the nook.

Ms. Wang clarified the design, and noted that the existing nook will be converted as part of the bedroom and a new nook is part of the proposal.

Uthar Hansen, neighbor, asked the Commission to reconsider the proposal and that the similar previous proposals in the development had special considerations. He also suggested the window placement to be reevaluated if the project is approved.

Comm. Simons noted to the speaker that the original development required a Special Development Permit as the floor area ratio exceeded the standards.

James O'Brien, resident on 877 Markham Terrace, said that his home includes an addition. He noted that the comparisons noted on the report should not be considered to be similar proposals. He said that the floor area ratios do not address neighborhood compatibility, and that this proposal will have a total of five bedrooms.

Ms. Wu spoke in favor of their proposal, noting her need for a bedroom and bathroom downstairs to accommodate her health concerns. She said she couldn't afford to move to another home.

Vice Chair Harrison asked if they were open to not having a window in the left side (east side) and a deed restriction to restrict the room from being a rental unit. Ms. Wu noted that she would like a window because it does not encroach privacy; however, she is okay if the Commission chooses to remove or relocate the window. She noted that she does not intend to rent the room.

Chair Melton closed the public hearing.

MOTION:

Comm. Rheume moved Alternative 2: Approve the Special Development Permit with modified conditions; the applicant cannot use the addition as a rental unit.

Comm. Olevson seconded.

Comm. Rheaume discussed the R1.7/PD zoning district. He noted a special study regarding floor area ratios in the zoning district are addressed in this study issue. He noted no privacy issues and no modifications to the front of the home.

Comm. Olevson said he supports the motion and appreciates the public comments regarding the increases in floor area ratios. He noted the minimal impacts and that he can make the findings for the Special Development Permit as it meets the City's General Plan and is compatible with the neighborhood.

Comm. Klein said he will not be in support of the motion, stating his previous concerns from similar projects regarding the R1.7/PD zoning district. He said previous proposals should not give precedence to other homes in the development and these additions change the original planned development.

Comm. Simons spoke about the precedence, and said that, in the past, the City approved "monster" homes and did not set precedence to similar proposals. He noted that the homes in the development were maximized during the initial design. He then noted concern with the Planning Commission being stringent with Design Guidelines and yet the Commission is allowing zoning extensions in other neighborhoods. He said he will not support the motion.

Comm. Weiss said she thinks a Variance should be an exception to the rule. She said she looked at previous variances, and noticed that applicants are asking for higher floor area ratios. She said she will not support the motion.

Vice Chair Harrison said she felt conflicted about the proposal; the Commission has previously approved other proposals, and noted that this proposal will be a five bedroom home if approved. She noted her concern for parking and said she will not support the motion.

Chair Melton noted his support of the motion.

Motion fails by the following vote:

Yes: 3 - Chair Melton
Commissioner Olevson
Commissioner Rheaume

No: 4 - Vice Chair Harrison
Commissioner Klein
Commissioner Simons
Commissioner Weiss

FINAL MOTION:

Comm. Simons moved Alternative 3; Deny the Special Development Permit and provide direction to staff and the applicant where changes should be made. Comm. Klein seconded.

Comm. Simons noted that the proposal is not consistent with the goals.

Comm. Rheaume said he will not support the motion. He said the applicant is asking for a similar proposal as other recently approved projects and asked the Commission to consider a reduced floor area ratio. He noted a proposed study issue that addresses this concern, and the Planning Commission ignored the study, and now they are looking at this issue.

Comm. Klein said he will support the motion. He said that there are other options that the applicant may be able to do within the current design.

Chair Melton said he will not support the motion and noted that the planned development was built in 1994 and a lot has changed since then. He noted that if the original intention for the development was not to make additions, then a deed restriction should have been applied at the time of the original construction.

Motion carried by the following vote:

Yes: 4 - Vice Chair Harrison
Commissioner Klein
Commissioner Simons
Commissioner Weiss

No: 3 - Chair Melton
Commissioner Olevson
Commissioner Rheaume

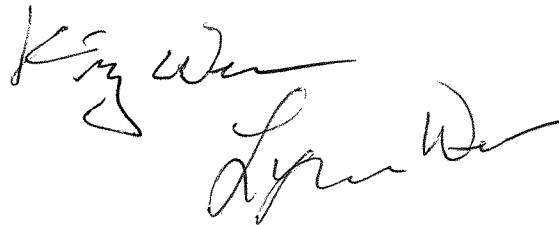
3 February 2016
King & Lynn Wu
882 W. McKinley Avenue
Sunnyvale, CA 94086

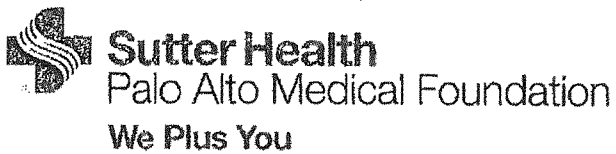
To:
City of Sunnyvale
Department of Community Development
Planning Division
456 West Olive Avenue
Sunnyvale, CA 94088

We will appeal the decision regarding the project to add a full bath and bedroom on the ground floor of our home. We will have a letter from Lynn Wu's doctor stating the necessity for a full bath and bedroom on the ground floor. We look forward to addressing any concerns when we meet with the city council.

Sincerely,

King and Lynn Wu

Handwritten signatures of King Wu and Lynn Wu. The signature of King Wu is on the left, and the signature of Lynn Wu is on the right, below King's signature.



701 MT VIEW INTERNAL
MEDICINE
701 E El Camino Real
Mountain View CA 94040
Phone: 650-934-7808
Fax: 650-934-7835

Lynn Wu
882 W Mckinley Ave
Sunnyvale CA 94086

2/3/2016

To Whom it May Concern:

This is to certify that Lynn is under my professional care.

Lynn has a disability that qualifies for reasonable accommodations under the Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act, or successor statutes.

Please feel free to call me if you have any further questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to be "Stephanie Wong", with a long horizontal line extending to the right.

Stephanie Wong, MD



2500 Grant Road
Mountain View, CA 94040-4378
Phone: 650-940-7000
www.elcaminohospital.org

King P Wu

882 W McKinley Ave

Sunnyvale Ca 94086

March 3 ,2016

To Whom it May Concern:

This is to certify that King is under my professional care.

King has a disability that qualifies for reasonable accommodations under the Fair Housing Amendments Act of 1988 and California Fair Employment and Housing Act, successor statutes.

Please contact my office for any further questions or concerns

Thank You

A handwritten signature in black ink, appearing to read 'Taimur Habib', written over a horizontal line.

Taimur Habib,MD



City of Sunnyvale

Agenda Item

16-0299

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Approve the 2015 Annual Progress Report on Implementation of the General Plan Housing Element
(Continued from March 15, 2016)

BACKGROUND

California Government Code Section 65400 requires general law cities and counties to submit an Annual Progress Report (APR) to the California Department of Housing and Community Development (HCD) describing the progress they have made in implementing the housing elements of their respective general plans. Government Code Section 65700 exempts charter cities such as Sunnyvale from this requirement. However, certain state grant programs, such as the Housing-Related Parks (HRP) grant program, require all applicant jurisdictions to comply with this requirement, including charter cities. In the past two HRP grant funding cycles, the City has applied for and has been awarded a total of \$1,994,325 in two HRP grants. The grant amounts are based on the number of new affordable units permitted (or affordable units rehabilitated) during the calendar years specified in the grant application materials, and other factors, such as the number of grant applications received and the amount of funding available. The HRP grants awarded to the City so far have been for affordable units provided in calendar years 2010 through 2014.

The draft APR (See Attachment 1) quantifies and describes the progress made by the City in calendar year 2015 toward its Regional Housing Need Allocation (RHNA) objectives and Housing Element goals. Gathering such data in these annual reports can help streamline the process of updating the City's Housing Element in the future. California Government Code Section 65400 also requires that the APR be considered at an annual public hearing before Council, where members of the public may provide oral and/or written comments on the City's reported progress in implementing its Housing Element.

California Health and Safety Code Section 34176.1 requires the City to attach an additional report to the APR when submitting it to HCD. This report provides data on the Sunnyvale Housing Successor Agency's activities and finances. The report for fiscal year 2014-15 is provided as Appendix A to the APR.

EXISTING POLICY

Sunnyvale General Plan

Community Vision, Policy CV-1.2: Provide accurate and thorough information in a timely manner to ensure that community members have an opportunity to respond effectively.

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

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

The APR is an important tool for tracking and monitoring the City’s progress in addressing its housing needs and goals as well as the City’s progress toward achieving the housing objectives listed in the Implementation Plan of the Housing Element. HCD encourages all cities to submit the report as a way to meet the State requirement to periodically review and update housing elements.

The 2015 APR (See Attachment 1) provides the number of housing units for which the City issued building permits both in the aggregate and by affordability levels, according to State-defined income levels (extremely low through above-moderate income) during calendar year 2015. The State requires the City to hold a public hearing on the draft APR before it is submitted to HCD. The APR must be submitted to HCD by April 1, 2016.

Staff has analyzed the recently released HPR notice of funding availability (NOFA) and City building permit data for 2015, and has determined that the City did not meet the eligibility threshold to apply for an HRP grant this year. However, in the past the HRP program has allowed jurisdictions to combine permitting credits from multiple years in order to meet the threshold, so staff anticipates qualifying for the program next year, based on the current pipeline of affordable units. It is important to submit the APR on time this year in order to maintain the City’s eligibility for future NOFAs for HRP funds.

FISCAL IMPACT

The recommended action will allow the City to qualify for and likely receive future HRP grants.

PUBLIC CONTACT

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

ALTERNATIVES

1. Approve the Annual Progress Report on implementation of the Housing Element.
2. Approve the Annual Progress Report on implementation of the Housing Element with modifications.

STAFF RECOMMENDATION

Alternative 1: Approve the Annual Progress Report on implementation of the Housing Element. As noted above, it is important to submit the APR on time each year in order to maintain the City’s eligibility for future funding opportunities through the HRP grant program. In the past several years, the City has obtained nearly \$2 million to improve local parks through the HRP program, which was created by the State to reward local jurisdictions that make significant progress toward their RHNA objectives.

Prepared by: Ernie DeFrenchi, Affordable Housing Manager
Reviewed by: Suzanne Isé, Housing Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Kent Steffens, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. 2015 Annual Progress Report

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Sunnyvale, CA
Reporting Period 1/1/2015 - 12/31/2015

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
Classics on the Square III	SF	O	0	0	1	12	13	13	NA	Inc	NA
Classics @ Olive Tree Terrace	5+	O	0	0	1	9	10	10	NA	Inc	NA
Classics @ Town Plaza	5+	O	0	0	3	21	24	24	NA	Inc	NA
Sandalwood	5+	O	0	0	3	22	25	25	NA	Inc	NA
610 Weddell Dr.	5+	R	16	0	0	189	205	205	NA	DB	NA
550 Weddell Dr.	5+	R	18	0	0	216	234	234	NA	DB	NA
520 Weddell Dr.	5+	R	9	0	0	222	231	231	NA	DB	NA
Arques Place	5+	O	0	0	7	50	57	57	NA	Inc	NA
Found8tion	5+	O	0	0	3	30	33	33	NA	Inc	NA
(9) Total of Moderate and Above Moderate from Table A3						0	25	25			
(10) Total by income Table A/A3		► ►	43		18	796	857	857			
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Sunnyvale, CA
Reporting Period 1/1/2015 - 12/31/2015

Table A2

Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3

**Annual building Activity Report Summary for Above Moderate-Income Units
 (not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	0	0	0	0	0	0	0
No. of Units Permitted for Above Moderate	25	0	0	0	0	25	25

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Sunnyvale, CA
Reporting Period 1/1/2015 - 12/31/2015

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2015										Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	1,640	43									43	1,597
	Non-deed restricted		0									0	
Low	Deed Restricted	906	0									0	906
	Non-deed restricted		0									0	
Moderate	Deed Restricted	932	18									18	914
	Non-deed restricted		0									0	
Above Moderate		1,974	796									796	1,178
Total RHNA by COG. Enter allocation number:		5,452	857									857	4,595
Total Units ▶ ▶ ▶													
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

Table C
Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
BMR Housing Program	Continue to implement BMR Home Ownership Program. Review and refine BMR program guidelines and codes periodically as needed to accommodate changing market conditions and improve overall program effectiveness.	Ongoing: 2015-2023	Continuing to implement BMR Home Ownership Program. In calendar year 2015, 26 BMR homes were sold.
First Time Home Buyer Program	Continue to implement FTHB Program; aim to assist 5-10 homebuyers per year, or as demand warrants.	Ongoing: 2015-2023	Continuing to implement FTHB Program. In calendar year 2015, three home buyers were assisted.
Affordable Housing Development Assistance	Provide financial and regulatory assistance for new affordable housing development, using available funds.	Ongoing: 2015-2023 (Annual NoFA issuance)	<ul style="list-style-type: none"> • Issued RFP in March 2015 for \$10M from 3 local funds: Housing Mitigation, BMR In-lieu, and Housing Successor Agency funds. • Proposal received requesting \$6M for Orchard Gardens project. • Made conditional award of \$5M to MidPen for 66-unit development at 460 Persian Dr. in early 2015 in response to 2014 RFP.

Density Bonus Provisions	Educate developers about density bonus incentives using outreach materials provided online and/or at the One-Stop Center. Promote use of density bonus in discussions with applicants and share the City's density bonus calculator tool with interested developers.	Ongoing: 2015-2023	Ongoing. Density bonus calculator was developed several years ago and has been shared with developers and Planning staff, and met with positive feedback. In 2015 one density bonus project (Parkside) was completed and six others are under construction, all of which used the calculator during the application stage.
Home Improvement Program	Continue to operate the Home Improvement Program to assist lower-income households with funding for housing rehabilitation and minor improvements. Assist a total of 15-20 households per year, or as demand warrants.	Ongoing: 2015-2023	Program continues to operate successfully; seven households were assisted in FY 14/15 and additional projects are currently in progress.
Multi-Family Rental Property Rehabilitation	Continue to offer below-market rate financing for rehabilitation of affordable rental units, using funding sources available for this purpose. Provide rehabilitation financing to one or more properties during the planning period.	Ongoing: 2015-2023	<ul style="list-style-type: none"> • City provided \$1M loan for major rehabilitation of Morse Court, a 35-unit affordable rental project (work in progress). • Committed \$1.05M in HOME and CDBG funds for rehabilitation of Crescent Terrace, a 48-unit senior affordable rental project.
Multi-family Rental Property Acquisition and/or Preservation	Assist in acquisition and/or preservation, alone or in combination with rehabilitation assistance, of at least one multi-family rental property during the planning period.	Enter into first funding agreement by 2017; other thereafter as feasible	<ul style="list-style-type: none"> • The Morse Court and Crescent Terrace rehabilitation projects (above) are also preservation projects. • Another acquisition/preservation project is in planning stage.

Neighborhood Preservation Program	Continue to implement the Neighborhood Preservation Program, with affordable housing support from the Housing Division.	Ongoing: 2015-2023	Housing staff provides ongoing support to the Neighborhood Preservation Program on an as-needed basis.
Preservation of Assisted Rental Housing	Maintain contact with owner of Life's Garden and offer financial and other assistance to maintain the affordability of the at-risk units.	Completed by 2017	Preservation and rehabilitation of this property is moving forward. The City will hold a "Tax and Equity Fiscal Responsibility Act" hearing on developer's proposed bond financing on March 29, 2016; staff is providing technical assistance to developer, who reported that they do not need City funding for this project.
Section 8 Rental Assistance	Support the Housing Authority in its efforts to maintain adequate federal funding for Section 8. Refer residents to the Housing Authority for Section 8 and related information. Encourage landlords to participate in the program.	Ongoing: 2015-2023	Ongoing.
Anti-Displacement Provisions	Consider developing an anti-displacement policy applicable to redevelopment or major renovation of larger rental properties. Conduct outreach on the topic with interested stakeholders before developing proposed provisions.	Begin program by 2016	Staff completed background research for this program and is planning to begin outreach process later this year.
Mobile Home Park Preservation	Continue to implement current mobile home park protections and maintain mobile home park zones. In the event of mobile home park closure, enforce the Mobile Home Park Conversion requirements to provide relocation assistance to park residents.	Ongoing: 2015-2023	Ongoing. One mobile home park began the conversion process in 2015 and the park owner has complied with the City's conversion requirements so far. This park was not subject to the City's park preservation policies (zoned commercial). Closure is expected to occur in August 2016.

Foreclosure Prevention	Provide information and referrals about available foreclosure services and related information through City public outreach channels.	Ongoing: 2015-2023	Ongoing
Condominium Conversion Regulations	Continue to provide tenant protections through implementation of the City's condominium conversion regulations.	Ongoing: 2015-2023	Ongoing
Consider Modifications to Development Standards for Accessory Living Units (ALU's)	Conduct outreach, complete analysis of ALU standards and possible modifications, and provide recommendations for public, stakeholder, and Council consideration.	Begin program by 2017	Plan to begin program in 2017
Retooling the Zoning Code	Complete the Retooling project by providing a final draft of the Zoning Code for Council consideration by the end of 2015.	Complete project by 2016	Project should be completed in late 2016 (some delay from initial schedule due to very high volume of development activity in past 2 years).
Residential Sites Inventory	Maintain current inventory of potential residential and mixed use sites; provide to developers with information on incentives.	Ongoing: 2015-2023	Ongoing; information is in online Housing Element and other website content; also available at One-Stop Permit Center.
Minimum Densities	Inform developers of policy to develop to at least 75% of General Plan density.	Ongoing: 2015-2023	Ongoing. Planning staff reviews development applications to ensure that proposed projects meet this standard; this information is also highlighted in reports to Planning Commission.

Downtown Specific Plan	Encourage provision of affordable housing by requiring BMR units to be provided on-site or within the boundaries of the Specific Plan, and by promoting density bonus incentives.	Ongoing: 2015-2023	Ongoing.
Accessory Living Units	Facilitate the development of new accessory living units by making information about how to obtain permits for them available to the public.	Ongoing: 2015-2023	Ongoing. Information is available online and at One-Stop Permit Center.
Housing Policies for Priority Development Areas	Consider developing specific housing policies for designated PDAs in the City through preparation of specific plans or station area plans.	Begin program by 2017	Work in progress for two PDAs: Lawrence Station Area Plan (LSAP) (draft published in Feb. 2015) and El Camino Real Specific Plan (update in process) both include/will include specific housing policies.
Fair Housing Program	Contract with qualified fair housing agencies to provide fair housing services to the extent funding is available. Provide fair housing brochures at City facilities and fair housing information on the City's website, with links to HUD fair housing page. Participate in the Santa Clara County Fair Housing Task Force.	Ongoing: 2015-2023	Ongoing. <ul style="list-style-type: none"> • City provided CDBG grants to Law Foundation for fair housing services in FYs 14/15 and 15/16. • In April 2015 staff hosted a Fair Housing workshop. • Housing staff maintains webpage with current fair housing information and resources. • Brochures and posters provided at City and partner agency facilities.

Accessible Housing	Maintain procedures for reasonable accommodations in codes and permitting. Adopt accessibility updates to codes as needed. Provide grants for accessibility improvements for eligible households, and provide CDBG funds for accessibility improvements to pedestrian facilities as needed in residential neighborhoods.	Ongoing: 2015-2023	<ul style="list-style-type: none"> • City codes are updated; reasonable accommodation procedures are available to Planning/Building permit applicants. • City operates Home Access Grant program. • City provided CDBG funding for accessibility retrofits of pedestrian facilities in FY 14/15.
Programs to Address Homelessness	Provide funding for programs that seek to prevent and end homelessness and provide supportive services, such as the TBRA and WorkFirst Sunnyvale programs. Offer financing for permanent supportive housing and projects that reserve units for homeless applicants.	Ongoing: 2015-2023	<p>City continues to provide significant funding for these programs:</p> <ul style="list-style-type: none"> • WorkFirst Sunnyvale • TBRA • Supportive Services <p>City financing provided to several projects with some PSH/homeless units (Parkside, Onizuka, and pending to 460 Persian).</p>
Special Needs Housing Development Assistance	Include priority for special needs units in all City notices of funding availability for new housing construction, rehabilitation, and/or preservation projects. Aim to assist in the development of one new project with some units reserved for special needs tenants. Encourage developers to include advocacy groups in marketing and leasing efforts related to newly available units.	Begin program by 2016	<ul style="list-style-type: none"> • RFPs issued in 2014 and 2015 included this priority. • Pending proposal, Orchard Gardens will include 43 units for special needs tenants in partnership with local advocacy group and service providers.

Housing for Large Families and Single-Parent Households	Encourage rental developers to include units with three or more bedrooms, and to provide family-friendly common areas, open space and amenities such as on-site child care. Inform developers of the density bonus incentives for qualifying projects with child care facilities.	Ongoing: 2015-2023	Ongoing.
Sustainability and Green Building	Continue the City's comprehensive sustainability and green building programs.	Ongoing: 2015-2023	Ongoing. City offers a density bonus for projects meeting green building standards.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	City of Sunnyvale, CA		
Reporting Period	1/1/2015	-	12/31/2015

General Comments:

Appendix A:
City of Sunnyvale Housing Successor Agency
Annual Report on the
Low-Moderate Income Housing Asset Fund (LMIHAF)
FY 2014-15

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f), covering the fiscal year that ended on June 30, 2015. This Report sets forth certain details of the City of Sunnyvale Housing Successor Agency's activities during Fiscal Year 2014-15 (Fiscal Year).

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund, which is a part of the City of Sunnyvale Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2014-15, prepared by Grace Leung, Finance Director, which includes the Independent Auditor's Report (Audit) prepared by MGO Certified Public Accountants, which Audit is separate from this annual summary Report. This Report conforms with and is organized into sections I through XI, inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

- I. **Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.
- II. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.
- III. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- IV. **Statutory Value of Assets Owned by Housing Successor:** This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- V. **Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.
- VI. **Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

City of Sunnyvale Housing Successor Agency

Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF)

FY 2014-15

- VII. **Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.
- VIII. **Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- IX. **Income Test:** This section provides the information required by Section 34176.1 (a)(3)(B), or a description of expenditures by income restriction for five year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.
- X. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report, the ten-year period reviewed is January 1, 2004 to January 1, 2014.
- XI. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

This Report is to be provided annually to the Housing Successor's governing body within six months of the end of each fiscal year, and to the State Department of Housing and Community Development no later than April 1 of the year following the close of the fiscal year. In addition, this Report and the former redevelopment agency's pre-dissolution Implementation Plans are made available to the public on the City's website: Sunnyvale.ca.gov.

I. AMOUNT DEPOSITED INTO LMIHAF

In FY 14/15, \$438,657 was deposited into the LMIHAF during the Fiscal Year, which was listed on the ROPS 14-15B.

II. ENDING BALANCE OF LMIHAF

At the close of the FY 14/15, the ending balance in the LMIHAF was \$440,070.02, which includes \$1,413.02 in interest, of which \$440,070.02 is held for items listed on the ROPS.

III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

Although funds were deposited to the LMIHAF in FY 14/15, there were no expenditures from the fund that fiscal year, as no expenditures had been budgeted for FY 14/15 due to uncertainty about if and when any deposits might be made to the LMIHAF, and the prior year's fund balance of zero. However, the City's Adopted Projects Budget for FY 15/16 (the current fiscal year) included an allocation of \$250,000 in LMIHAF for a new Homeless Prevention and Rapid Re-housing (HPRR) Program, using funds deposited into the fund in FY 14/15. Expenditures for that new program will be reported in next year's annual report, which will cover FY 15/16.

IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The Housing Successor Agency has no assets according to the above definition. For details, please see the due diligence [report](#) available on the Successor Agency website.

V. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year. The Housing Successor Agency has no assets according to the above definition. For details, please see the due diligence [report](#) available on the Successor Agency website.

VI. PROJECT DESCRIPTIONS

The Housing Successor had no projects in FY 14/15.

VII. STATUS OF COMPLIANCE WITH SECTION 33334.16

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, if any the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

The Housing Successor does not own any real property.

City of Sunnyvale Housing Successor Agency

Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF)

FY 2014-15

VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

Replacement Housing: The former RDA did not incur any Section 33413(a) replacement housing obligations nor transfer any such obligations to the Housing Successor. Various plans and reports of the former Redevelopment Agency are posted on the Redevelopment Successor Agency Oversight Board's website at Sunnyvale.ca.gov.

Inclusionary/Production Housing. The former RDA did not incur any Section 33413(a) inclusionary/production housing obligations nor transfer any such obligations to the Housing Successor. Various plans and reports of the former Redevelopment Agency are posted on the Redevelopment Successor Agency Oversight Board's website at Sunnyvale.ca.gov.

The Housing Successor has no outstanding or unmet obligations pursuant to Section 33413.

IX. EXTREMELY LOW INCOME TEST

Section 34176.1(a)(3)(B) requires that the Housing Successor spend at least 30% of the LMIHAF to assist in development of rental housing affordable to and occupied by extremely low income (ELI) households, which are households with incomes that do not exceed 30% of the AMI. If the Housing Successor fails to comply with this ELI requirement in any five-year reporting period, then it must annually spend at least 50% of the funds remaining in the LMIHAF following that reporting period on rental housing affordable to ELI households, until it demonstrates compliance with the ELI requirement. This information is not required to be reported until 2019 for the 2014 – 2019 period.

The Housing Successor did not spend any LMIHAF in FY 14/15, however it will prioritize and encourage development and preservation of ELI rental units in any projects assisted by the Housing Successor in the future.

X. SENIOR HOUSING TEST

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Successor cannot expend future LMIHAF funds to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10 year period of 2005-2014:

City-Assisted Rental Units, 2005-2014 (Calendar Years)	
Total Assisted Senior Units	273
Total Assisted Units	695
Senior Housing Percentage	39.2%

Note: "Total assisted units" counts deed-restricted, standard rental dwelling units only; does not count single-family homes assisted with rehabilitation loans or grants, inclusionary housing units that did not receive City subsidies, or City-assisted shelters or transitional housing units, pursuant to guidance of Successor Agency legal counsel.

City of Sunnyvale Housing Successor Agency

Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF)

FY 2014-15

XI. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

The Housing Successor had a balance of \$440,070.02 at the end of FY 14/15, which did not constitute an excess surplus according to the above definition.



City of Sunnyvale

Agenda Item

16-0154

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Hold Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Adopt Resolution Related to Proposed Issuance of Tax Exempt Revenue Bonds for Preservation of "Life's Garden" Affordable Senior Apartments at 450 Old San Francisco Road in Sunnyvale

BACKGROUND

Life's Garden is a senior housing project developed in 1974 by a non-profit affiliate of the Sunnyvale Presbyterian Church (Sunnyvale Life, Inc.) with partial financing from the federal government. The property consists of 209 affordable and market-rate apartments for seniors aged 62 and older, including a mix of studios and one-bedroom units. The federal Section 8 contract subsidizes 150 of the units for very low income seniors. Although the project was developed by a church affiliate, the project is open to all applicants regardless of religious affiliation, and complies with all state and federal fair housing laws.

The City has not provided any funding to Life's Garden in the past. However, the property is listed on the At-Risk Housing Inventory in the City's Housing Element because its current term of affordability expires in 2017. As the only subsidized housing project on that list with an affordability term expiring in the current Housing Element period (2015-2023), the Housing Element includes a City objective to assist the property owner in its efforts to rehabilitate and preserve the property as an affordable housing project for the long term.

In early 2015, Sunnyvale Life, Inc. issued a request for proposals to select an experienced affordable housing developer to help it rehabilitate and preserve Life's Garden. After reviewing several proposals, in July 2015, Sunnyvale Life, Inc. selected Beacon Communities, Inc. (Beacon) for this purpose, and formed a limited liability corporation (LLC) with Beacon to carry out the project (Sunnyvale Life, LLC). Beacon Communities is a subsidiary of ABHOW, a nonprofit housing and health care provider focused on providing safe and affordable senior housing and services.

EXISTING POLICY

General Plan: Housing Element

Policy B.4: Work with property owners, tenants, and non-profit purchasers to facilitate the preservation of publicly-assisted rental housing to maintain affordability to lower income households.

Implementation Plan, Program 9: Preservation of Assisted Rental Housing. Preserve existing assisted housing at risk of conversion to market rents. Maintain contact with owner of Life's Garden and offer financial and other assistance to maintain the affordability of the at-risk units. Complete by 2017.

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)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

Life’s Garden is on the City’s at-risk housing inventory, and the City established a policy objective to assist in its preservation when it adopted the 2015-2023 Housing Element. The property has not undergone any major rehabilitation work since the housing was completed in 1976. Staff has been in contact with representatives of Sunnyvale Life, Inc., the church affiliate, as well as its selected development partner, Beacon, for more than a year to discuss the proposed rehabilitation project and potential city assistance in order to extend its affordability for an additional term. After initial discussions about possible City financing for the rehabilitation project, Sunnyvale Life, Inc. decided not to apply for City housing funds for the project, as adequate financing is available from other sources. However, logistical support from the City is needed to allow Sunnyvale Life to secure tax-exempt bond financing for the rehabilitation project.

The financing plan developed by Sunnyvale Life, LLC includes seeking an allocation of up to \$45 million in “four percent” tax-exempt bonds (the Bonds) on behalf of the eventual Borrower, Sunnyvale Life, L.P., for the Project from the State of California Tax Credit Allocation Committee (TCAC). Sunnyvale Life, L.P. (the Borrower) is a limited partnership to be formed by the tax credit investor and Sunnyvale Life, LLC, to purchase Life’s Garden and complete the rehabilitation work. An organizational chart depicting the various entities involved is provided in Attachment 3. Sunnyvale Life, LLC has selected the California Municipal Finance Authority (CMFA), a joint powers authority (JPA) and public entity of the State of California, as the bond issuer.

In order for the bonds to qualify for federal and state tax exemptions, the federal Tax and Equity Fiscal Responsibility Act (TEFRA) requires the governing body of the jurisdiction where the project is located (e.g., the City of Sunnyvale City Council) to hold a public hearing on the proposed bond issuance to allow public comment and discussion of the matter, and to approve a resolution authorizing the proposed issuance of revenue bonds for the project by CMFA following that hearing. The proceeds of the Bonds will be used for the purpose of making a loan to the Borrower to finance or refinance the costs of the project, which include acquisition, rehabilitation and preservation of Life’s Garden.

The proposed acquisition, rehabilitation and preservation of Life’s Garden meets the objectives listed in the Housing Element as it would: extend the affordability of the property for an additional term; improve the quality and condition of the existing 209 housing units without displacing current tenants; and in addition, the 58 existing market-rate units will be converted to affordable units through the proposed refinancing. The project work plan tries to minimize the need for relocation as much as possible through phasing and timing the work to occur during the day, and clean up during the evening. There may be a need for some short-term relocation (such as a few nights in a motel, etc.) for a few of the units. A draft resolution authorizing the proposed bond issuance for the Project by CMFA is provided in Attachment 1.

California Municipal Finance Authority

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to

promote economic, cultural and community development through the financing of economic development and charitable activities throughout California. To date, over 200 municipalities have become members of CMFA. The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. CMFA representatives and its Board of Directors have considerable experience in bond financings. In order for CMFA to issue the bonds for the Project, the City must become a member of CMFA by entering into the Joint Exercise of Powers Agreement ("Agreement") provided in Attachment 2. The Resolution provided in Attachment 1 also authorizes the City Manager or designee to execute the Agreement, which will give the CMFA authority to issue the Bonds for the Project.

Execution of the Joint Exercise of Powers Agreement

The Agreement must be executed by the city official designated in the Resolution. The Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement, including the City, if it joins the CMFA.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required Resolution and executing the Agreement, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

The Agreement expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. In the case of the proposed bond financing for the Borrower, the City following its execution of the Joint Exercise of Powers Agreement, could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors of the CMFA.

FISCAL IMPACT

The recommended action will not impact the City's General Fund or any other City funds. The debt to be issued by the CMFA will be the sole responsibility of Sunnyvale Life, L.P., and the City will have no financial or legal obligations or responsibilities with respect to the Bonds. All financing documents will carry disclaimers that the loan is not an obligation of the City. The City will also bear no costs in the issuance of the proposed debt. This is a private loan with the Borrower and their bank. CMFA debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to the Agreement.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its

member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Sunnyvale, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the City. Such grant may be used for any lawful purpose of the City. The Borrower will be the beneficiary of the CMFA's charitable donation through a 25 percent reduction in issuance fees.

PUBLIC CONTACT

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

The TEFRA required public notice was published in the Sunnyvale *Sun* newspaper on February 26, 2016.

ALTERNATIVES

1. Conduct a public hearing pursuant to the Tax and Equity Fiscal Responsibility Act and the Internal Revenue Code of 1986, as amended.
2. Adopt a Resolution (Attachment 1) approving the issuance of up to \$45,000,000 in tax-exempt revenue bonds by the California Municipal Finance Authority for the Life's Garden Senior Housing Project and authorizing the City Manager or her designee to execute the CMFA Joint Exercise of Powers Agreement (Attachment 2) on the City's behalf.

STAFF RECOMMENDATION

Alternatives 1 and 2: 1) Conduct a public hearing pursuant to the Tax and Equity Fiscal Responsibility Act and the Internal Revenue Code of 1986, as amended; and 2) Adopt a Resolution approving the issuance of up to \$45,000,000 in tax-exempt revenue bonds by the California Municipal Finance Authority for the Life's Garden Senior Housing Project and authorizing the City Manager or her designee to execute the CMFA Joint Exercise of Powers Agreement (Attachment 2 in the report) on the City's behalf.

The adoption of the Resolution is solely for the purpose of satisfying the requirements of TEFRA and the Internal Revenue Code. The Resolution will also authorize the City Manager or designee to execute the Joint Exercise of Powers Agreement with the CMFA.

The issuance of the Bonds will substantially enhance the viability of the Project that will improve and preserve the affordable senior housing at Life's Garden. Staff did not include an alternative to "do nothing" as the approval of the bonds addresses goals of the City's General Plan and Housing Element, however the City Council always has that option. The Project addresses the goals of the City's General Plan and Housing Element by improving the condition of the existing housing units and extending the term of affordability.

Prepared by: Katrina L. Ardina, Housing Programs Analyst
Reviewed by: Suzanne Isé, Housing Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Walter C. Rossmann, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution Approving, Authorizing the City Manager to Execute a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority and Approving the Issuance of Revenue Bonds
2. Joint Exercise of Powers Agreement
3. Organizational Chart

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY; AND THE CITY COUNCIL APPROVING THE ISSUANCE OF REVENUE BONDS BY THE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE BENEFIT OF SUNNYVALE LIFE, L.P.

WHEREAS, pursuant Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies ("Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 ("Agreement") in order to form the California Municipal Finance Authority ("Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the City of Sunnyvale ("City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, the Agreement is now before the City Council of the City of Sunnyvale ("City Council"); and

WHEREAS, the City Councilmembers, with the assistance of City staff, reviewed the Agreement; and

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction of capital projects; and

WHEREAS, Sunnyvale Life, L.P., or another affiliate of Beacon Communities Inc. (collectively, the "Borrower") has requested that the Authority issue and sell revenue bonds in the maximum principal amount of \$45,000,000 (the "Bonds") for the purpose of making a loan to the Borrower, to enable the Borrower to finance or refinance the costs of the acquisition, construction and improvement of a 208-unit multifamily rental housing facility to be located in the City ("Project"); and

WHEREAS, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires that an “applicable elected representative” of the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

WHEREAS, the Authority has determined that the City Council is an “applicable elected representative” for purposes of holding such hearing; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and, the requirements of Section 4 of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the Code, and the City Council has held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project and the Authority’s issuance of the Bonds; and

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the above stated purposes;

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Agreement is hereby approved and the City Manager or her designee is hereby authorized and directed to execute said document, and the City Clerk or her designee is hereby authorized and directed to attest thereto.

SECTION 3. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds (a) by the “applicable elected representative” of the governmental unit having jurisdiction over the area in which the Project is located in accordance with Section 147(f) of the Code and; (b) by the City Council in accordance with Section 4 of the Agreement.

SECTION 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

SECTION 5. The adoption of this Resolution shall not obligate the City or any department to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

SECTION 6. The City Manager, and/ or her designee is hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution.

SECTION 7. The Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall
475 Sansome Street, Suite 1700
San Francisco, CA 94111

SECTION 8. This resolution shall take effect immediately upon its passage.

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

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Initial Members”):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the “Foundation”), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

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

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Sunnyvale has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 2016.

Member:

CITY OF SUNNYVALE

By _____

Name:

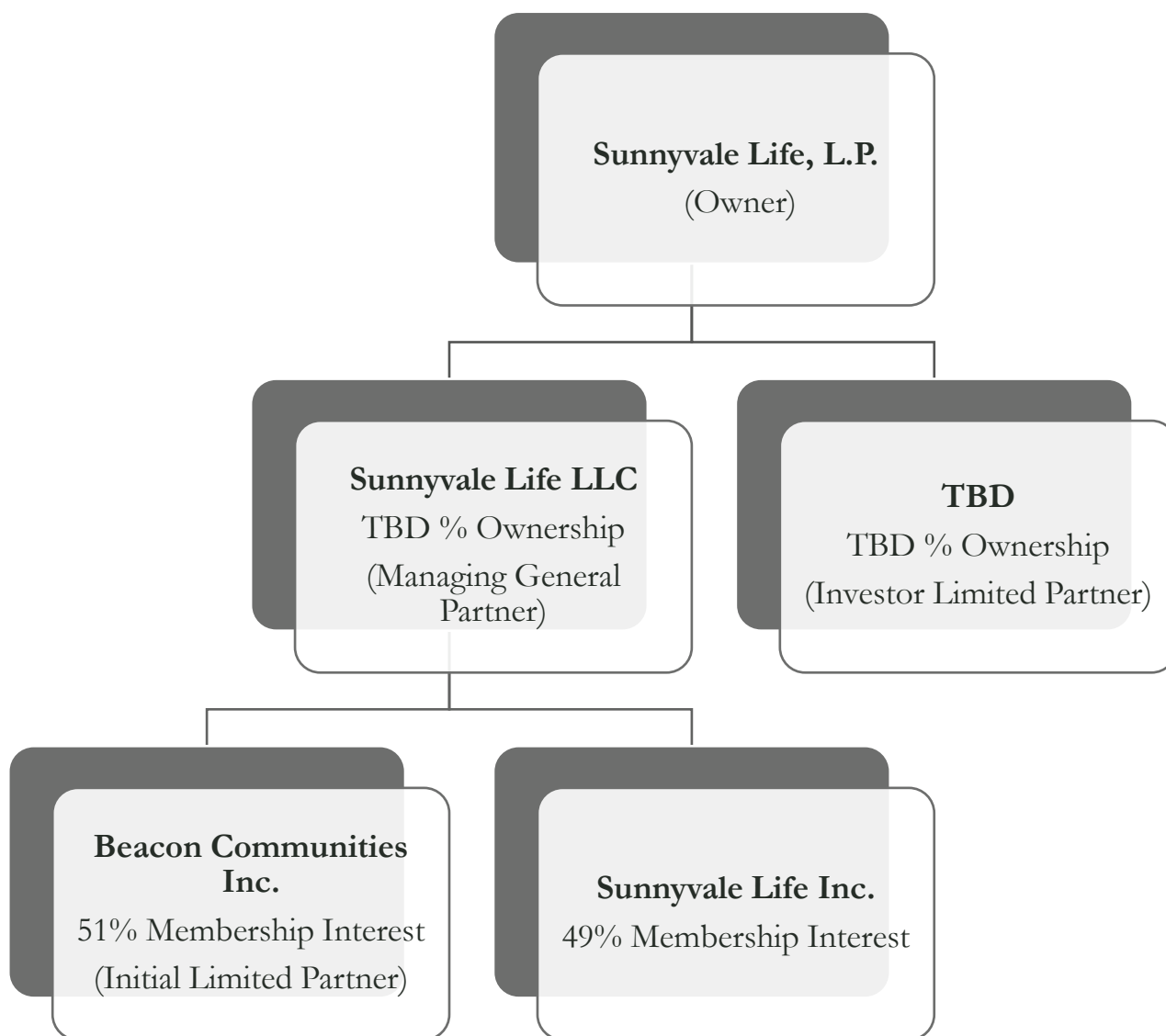
Title:

ATTEST:

By _____

Name:

Title:

SUNNYVALE LIFE, L.P.**Organizational Chart**



City of Sunnyvale

Agenda Item

16-0313

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Discussion and Possible Council Action Relating to Sunnyvale's Rotational Schedule on the Santa Clara Valley Transportation Authority Board of Directors

BACKGROUND

In August 2011, the Santa Clara Valley Transportation Authority (VTA) notified affected member agencies, including the City, of the need to select representatives, based on city groupings, on the VTA Board of Directors for a two-year term beginning in January 2012. This was to be the first appointment under new city groupings, which were adopted by the VTA Board and member cities in 2009. Pursuant to the 2009 city groupings, which remain unchanged, Sunnyvale is in a northeast city grouping with Santa Clara and Milpitas. This city grouping has two Director positions and one Alternate Director position.

On October 18, 2011, Council considered RTC 11-236, *Consideration of Alternatives for Santa Clara Valley Transportation Authority Board of Directors Representation* (Attachment 4). The report indicated that the Mayor would represent Sunnyvale's position in discussions with Council representatives from Santa Clara and Milpitas. Council action on the report provided direction on a preferred alternative for representation on the VTA Board and allowed the Mayor more discretion to negotiate in the event that preference was not chosen.

The resulting agreed upon rotational schedule was outlined in a letter to the VTA Chairperson, dated February 6, 2012, and signed by the three mayors (see Attachment 2):

2012 - 2013	2014 - 2015	2016 - 2017	2018 - 2019
Santa Clara Milpitas Sunnyvale (Alt.)	Sunnyvale Milpitas Santa Clara (Alt.)	Sunnyvale Santa Clara Milpitas (Alt.)	Santa Clara Milpitas Sunnyvale (Alt.)

Each rotation represents a two (calendar) year term and establishes the role each city's representative will have - whether a Director or an Alternate Director. Under the agreed upon rotational schedule, Santa Clara and Sunnyvale hold the Director positions and Milpitas holds the Alternate Director position.

The March 15, 2016 City Council Meeting packet included an information only memo RTC 16-0244, *Clarification on Sunnyvale's Representation on the Santa Clara Valley Transportation Authority Board of Directors (Information Only)*; that memo is presented as Attachment 1. Mayor Hendricks requested that this item be placed on the agenda to allow an opportunity for Council discussion and possible action relating to the City's representation on the VTA Board of Directors.

EXISTING POLICY

Council Policy 7.4.12, *Council Intergovernmental Appointments.*

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) (5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

In January (RTC 16-0004, January 5, 2016), the Council ratified the appointment of Councilmember Whittum as the Sunnyvale representative on the VTA Board of Directors. Attachment 1 of that report shows this appointment would be in the role as a Director. However, the VTA website lists Sunnyvale’s representative as an Alternate Director. The VTA confirmed the change was in response to two letters received in March 2016 from the representatives of the three cities altering the director/alternate designations of each city for 2016. Those letters are presented as Attachment 3.

The existing agreement establishing the rotational schedule, allows for the equal distribution of the Director and Alternate designation between the three cities. Altering that schedule has the potential to create an imbalance in the number of years each city’s representative will serve as a Director and Alternate on the VTA Board of Directors.

Furthermore, the legislation that created the VTA is clear that the *cities* in each city grouping are the entities responsible for selecting the directors and alternate directors for each city grouping. The letters sent to the VTA in March 2016 by the representatives of the three cities are noted as on behalf of these cities; however, that action was not approved by the Sunnyvale City Council. The City’s position is that any changes made to the VTA rotational schedule approved in 2012 would require the approval of the Council, which is consistent with past practice and the related legislation. Based on this recent activity, the City Council needs to decide how it would like to proceed: (1) approve the Alternate Director status for Sunnyvale or (2) work to restore the approved rotational schedule and Director status for Sunnyvale.

FISCAL IMPACT

None.

PUBLIC CONTACT

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

ALTERNATIVES

1. Affirm the 2012 Rotation Schedule, presented as Attachment 2 of this report, and authorize the Mayor, or other Councilmember, to pursue resolution with the VTA and the two other cities in the northeast city grouping.
2. Pursue an alternate rotation schedule, and authorize the Mayor, or other Councilmember, to pursue consent with the two other cities in the North-East city grouping and to communicate the alternate rotational schedule to the VTA.

3. Other action as directed by the Council.

STAFF RECOMMENDATION

Staff makes no recommendation.

It is the City Council's authority to establish its representation on regional boards and, therefore, City staff makes no recommendation.

Prepared by: Yvette Blackford, Senior Management Analyst

Reviewed by: Walter C. Rossmann, Assistant City Manager

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Report to Council 16-0244 *Clarification on Sunnyvale's Representation on the Santa Clara Valley Transportation Authority Board of Directors (Information Only)*
2. Letter to the Valley Transportation Authority Chairperson, February 6, 2012
3. Letters to the VTA from the North-East Cities Appointees, dated March 2 and March 3, 2016
4. Report to Council 11-236, *Consideration of Alternatives for Santa Clara Valley Transportation Authority Board of Directors Representation.*



City of Sunnyvale

Agenda Item

16-0244

Agenda Date: 3/15/2016

REPORT TO COUNCIL

SUBJECT

Clarification on Sunnyvale's Representation on the Santa Clara Valley Transportation Authority Board of Directors (Information Only)

BACKGROUND

With the recent resignation of the Santa Clara Mayor, there have been questions about the rotational schedule for representation for Sunnyvale on the Santa Clara Valley Transportation Authority (VTA) Board of Directors. Specifically, Councilmembers have asked about the Director and Alternate Director rotation status, which was approved by the three cities represented by the Northeast City grouping - Milpitas, Santa Clara, and Sunnyvale. This report presents details on the City's current grouping, status and the rotational schedule for representation on the Board.

In August 2011, the VTA notified affected member agencies, including the City, of the need to select representatives, based on city groupings, on the VTA Board of Directors for a two-year term beginning in January 2012. This was to be the first appointment under new city groupings, which were adopted by the VTA Board and member cities in 2009. Pursuant to the 2009 city groupings, which remain unchanged, Sunnyvale is in a northeast city grouping with Santa Clara and Milpitas. This city grouping has two director positions and one alternate director position.

DISCUSSION

Pursuant to the VTA Board Secretary, the legislation that created the VTA is very clear that the cities in each city grouping are the entities responsible for selecting the directors and alternate directors for each city grouping.

On October 18, 2011, Council considered RTC 11-236, *Consideration of Alternatives for Santa Clara Valley Transportation Authority Board of Directors Representation*. The report indicated that the Mayor would represent Sunnyvale's position in discussions with Council representatives from Santa Clara and Milpitas. Council action on the report provided direction on a preferred alternative for representation on the VTA Board and allowed the Mayor more discretion to negotiate in the event that preference was not chosen.

The resulting rotational schedule was outlined in a letter to the VTA Chairperson, dated February 6, 2012, and signed by the three mayors (see Attachment 1):

2012 - 2013	2014 - 2015	2016 - 2017	2018 - 2019
Santa Clara Milpitas Sunnyvale (Alt.)	Sunnyvale Milpitas Santa Clara (Alt.)	Sunnyvale Santa Clara Milpitas (Alt.)	Santa Clara Milpitas Sunnyvale (Alt.)

Each rotation represents a two (calendar) year term and establishes the role each city's representative will have - whether a director or an alternate director. Currently, Santa Clara and Sunnyvale hold the Director positions and Milpitas holds the Alternate Director position.

In January (RTC 16-0004, January 5, 2016) the Council ratified the appointment of Councilmember Whittum as the Sunnyvale representative; Attachment 1 shows this appointment would be in the role as a director. However, the VTA website lists Sunnyvale's representative as an alternate director. Staff is currently working with VTA to understand why Sunnyvale's representative is listed as an alternate director and to assure that the City's representation on the Board is consistent with the rotational schedule for appointments agreed to by the cities in February 2012. We believe that this is an inadvertent error and will provide a verbal update if more information is obtained before the March 15 City Council meeting.

Staff has been informed by VTA that representatives of our three cities have been in discussions over the last few weeks about reconfiguring the rotational schedule in a manner that alters the director and alternate designations of each city for the remainder of the schedule. The existing agreement, and the established concept supporting the schedule, allows for the equal distribution of the director and alternate designation between the three cities. Altering that schedule has the potential to create an imbalance between the years assigned to each city as director and alternate. Staff believes that any changes made to the VTA rotational schedule approved by the mayors of our three cities in 2012 would require the approval of the Council.

PUBLIC CONTACT

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

Prepared by: Yvette Blackford, Senior Management Analyst

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Letter to the Valley Transportation Authority Chairperson, dated February 6, 2012

**Mayor**

Jamie L. Matthews

Council Members

Lisa M. Gillmor
Will Kennedy
Patrick Kolstad
Patricia Mahan
Jamie McLeod
Kevin Moore

February 6, 2012

Honorable Ken Yeager, Chairperson
Santa Clara Valley Transportation Authority
3331 North First Street, Building B-1st Floor
San Jose, CA 95134-1927

Re: VTA Board Representation

Dear Chairperson Yeager:


As a result of regrouping of smaller cities in the County, the cities of Santa Clara, Sunnyvale, and Milpitas are now in one group. This group will have two seats on the Valley Transportation Authority (VTA) Board with one alternate. A letter, dated December 9, 2011, was sent to you outlining initial plans for Board representation for the small cities group comprising of Santa Clara, Milpitas, and Sunnyvale. Subsequently, a more detailed schedule for the VTA Board representation for Santa Clara, Milpitas, and Sunnyvale has been determined. This letter replaces the December 9, 2011 letter.

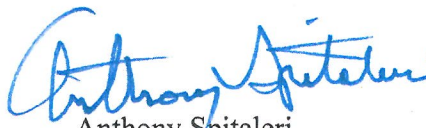
In early November 2011, the Mayors of Sunnyvale, Milpitas, and Santa Clara met to discuss our representation on the VTA Board. We have decided that the cities of Santa Clara and Milpitas will represent the group for the first two-year term with Sunnyvale as the alternate. Therefore, beginning January 2012, our group will be represented by Mayor Jamie Matthews of Santa Clara and Vice Mayor Peter McHugh of Milpitas with the representative from the City of Sunnyvale as the alternate. The City of Sunnyvale will be voting and approving their Councilmember for VTA Board representation this month. In summary, the following schedule is recommended:


<u>2012-2013</u>	<u>2014-2015</u>	<u>2016-2017</u>	<u>2018-2019</u>
Santa Clara	Sunnyvale	Sunnyvale	Santa Clara
Milpitas	Milpitas	Santa Clara	Milpitas
Sunnyvale (Alt.)	Santa Clara (Alt.)	Milpitas (Alt.)	Sunnyvale (Alt.)

We look forward to serving VTA, the residents of our cities, and the region by effectively managing critical transportation issues in our County.

Sincerely,


Jamie L. Matthews
Mayor
City of Santa Clara


Anthony Spitaleri
Mayor
City of Sunnyvale


Jose Esteves
Mayor
City of Milpitas

cc: City Managers
Michael Burns, VTA General Manager
Rajeev Batra, Director of Public Works/City Engineer

Mayor and Council Offices
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2250
FAX (408) 241-6771
www.santaclaraca.gov

**Mayor**

Jamie L. Matthews

Council Members

Lisa M. Gillmor
Will Kennedy
Patrick Kolstad
Patricia Mahan
Jamie McLeod
Kevin Moore

February 6, 2012

Honorable Ken Yeager, Chairperson
Santa Clara Valley Transportation Authority
3331 North First Street, Building B-1st Floor
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As a result of regrouping of smaller cities in the County, the cities of Santa Clara, Sunnyvale, and Milpitas are now in one group. This group will have two seats on the Valley Transportation Authority (VTA) Board with one alternate. A letter, dated December 9, 2011, was sent to you outlining initial plans for Board representation for the small cities group comprising of Santa Clara, Milpitas, and Sunnyvale. Subsequently, a more detailed schedule for the VTA Board representation for Santa Clara, Milpitas, and Sunnyvale has been determined. This letter replaces the December 9, 2011 letter.

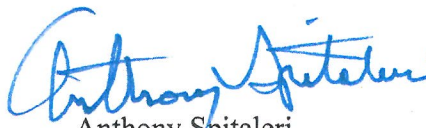
In early November 2011, the Mayors of Sunnyvale, Milpitas, and Santa Clara met to discuss our representation on the VTA Board. We have decided that the cities of Santa Clara and Milpitas will represent the group for the first two-year term with Sunnyvale as the alternate. Therefore, beginning January 2012, our group will be represented by Mayor Jamie Matthews of Santa Clara and Vice Mayor Peter McHugh of Milpitas with the representative from the City of Sunnyvale as the alternate. The City of Sunnyvale will be voting and approving their Councilmember for VTA Board representation this month. In summary, the following schedule is recommended:


<u>2012-2013</u>	<u>2014-2015</u>	<u>2016-2017</u>	<u>2018-2019</u>
Santa Clara	Sunnyvale	Sunnyvale	Santa Clara
Milpitas	Milpitas	Santa Clara	Milpitas
Sunnyvale (Alt.)	Santa Clara (Alt.)	Milpitas (Alt.)	Sunnyvale (Alt.)

We look forward to serving VTA, the residents of our cities, and the region by effectively managing critical transportation issues in our County.

Sincerely,


Jamie L. Matthews
Mayor
City of Santa Clara


Anthony Spitaleri
Mayor
City of Sunnyvale


Jose Esteves
Mayor
City of Milpitas

cc: City Managers
Michael Burns, VTA General Manager
Rajeev Batra, Director of Public Works/City Engineer

Mayor and Council Offices
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2250
FAX (408) 241-6771
www.santaclaraca.gov

March 2, 2016

Elaine Baltao, Board Secretary
Santa Clara Valley Transportation Authority
3331 N First Street
San Jose, CA 95134

Dear Ms. Baltao:

This is to inform you that on March 2, 2016, we, the representatives from the North East Cities, Group 5 (Cities of Milpitas, Santa Clara, and Sunnyvale), met to discuss and determine the replacement of former Santa Clara Mayor and former VTA Board Member Jamie Matthews to the Santa Clara Valley Transportation Authority (VTA) Board of Directors.

We approved the following representation for Group 5:

Regular Members:

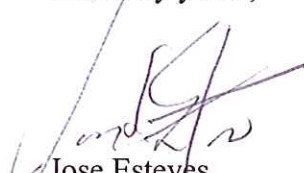
Jose Esteves,	City of Milpitas
David Whittum,	City of Sunnyvale


Alternate Member


Teresa O'Neil,	City of Santa Clara
----------------	---------------------

These appointments are effective beginning March 2, 2016 through December 31, 2016. If you have any questions, please feel free to contact us.

Sincerely yours,


Jose Esteves
for the
City of Milpitas


Teresa O'Neil
for the
City of Santa Clara


David Whittum
for the
City of Sunnyvale

March 3, 2016

Elaine Baltao, Board Secretary
Santa Clara Valley Transportation Authority
3331 N First Street
San Jose, CA 95134

Dear Ms. Baltao:

This is to inform you that on March ³2, 2016, we, the representatives from the North East Cities, Group 5 (Cities of Milpitas, Santa Clara, and Sunnyvale), met to discuss and determine the replacement for former Santa Clara Mayor and former VTA Board Member Jamie Matthews to the Santa Clara Valley Transportation Authority (VTA) Board of Directors.

We unanimously approved the following representation for Group 5:

Regular Members:


Jose Esteves, City of Milpitas
Teresa O'Neill, City of Santa Clara


Alternate Member

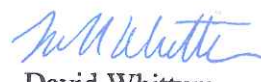
David Whittum, City of Sunnyvale

These appointments are effective beginning March ³2, 2016 through December 31, 2016. If you have any questions, please feel free to contact us.

Sincerely yours,


Jose Esteves
for the
City of Milpitas


Teresa O'Neill
for the
City of Santa Clara


David Whittum
for the
City of Sunnyvale

**Council Meeting: October 18, 2011****SUBJECT: Consideration of Alternatives for Santa Clara Valley Transportation Authority Board of Directors Representation****REPORT IN BRIEF**

In April, 2010, the Santa Clara Valley Transportation Authority (VTA) Board approved a new grouping of smaller cities within Santa Clara County for Representation on the VTA Board. The new representation will be effective January, 2012. The City of Sunnyvale is now grouped with the cities of Milpitas and Santa Clara. This group, called the North East Group, will have two seats on the Board with one alternative whereas the other three groups will have one seat and one alternative each. San Jose will continue to have five seats with one alternative and the County of Santa Clara will continue to have two seats with one alternate for a total of 12 members of the Board.

Sunnyvale, Santa Clara, and Milpitas need to decide by the end of October how they would be represented on the VTA Board by two representatives and one alternate. The Mayor will represent Sunnyvale's position in discussions with Council representatives from Santa Clara and Milpitas. Santa Clara and Milpitas have taken formal action to select Mayor Jamie Matthews and Vice Mayor Pete McHugh respectively to represent their cities. Further, the Santa Clara City Council has given direction to support a "simple rotation" formula that would have city grouping representation rotate after each individual term. The Milpitas City Council did not express a preference for a rotation formula, but they are strongly interested in gaining a seat on the Board for the next term, as they have not been represented on the Board since 2005 and they are dealing with BART extension issues in their City.

Reorganization of the VTA Board representation structure was the result of an audit of Board representation. The audit concluded that the Board structure resulted in members lacking in experience and continuity. When approving the new VTA Board representation order, the VTA Board of Directors indicated that they desired representation formulas that encouraged transportation policy experience and incumbency, and avoided strict formulaic rotations.

EXISTING POLICY

Land Use and Transportation Element R1.2 Support coordinated regional transportation system planning and improvements.

DISCUSSION

Council should consider the options and determine a preference for a VTA representation formula. Next steps would be for the Major to meet with representatives from Santa Clara and Milpitas to try and agree on a method to select representatives.

The following potential options are presented for Council consideration. This list is not intended to be all inclusive, and Council may elect to give other direction.

Option 1 – Simple Rotation

The three cities could select two representatives and an alternate for the first two year terms, and subsequent use a straight rotation of two year terms with the alternate becoming a Board member to replace one of the standing Board members at the end of each two year term. The three cities would need to decide the rotation schedule to provide an equal rotation scheme. This formula has the disadvantage of being a formulaic rotation, counter to the VTA Board direction.

Option 2 – Rotation with Population Weighting

A rotation scheme could be considered that factors in the relative population of each of the three cities. If the population of the three cities is aggregated, Sunnyvale has the largest population (42%,) followed by Santa Clara (36%) and then Milpitas (22%). Utilizing a seven term rotation (14 years), a population-based rotation works out fairly well mathematically. Sunnyvale would have six of seven terms, Santa Clara would have five of seven terms, and Milpitas would have three of seven terms. The issue of incumbency could be addressed by grouping city's terms consecutively, with Milpitas' three terms being grouped with two at the beginning of the 14 year cycle and one at the end, to create a string of three consecutive two year terms.

Option 3 – Term by Term Selection

Representatives from the three cities could meet prior to each two year term and decide which two cities should represent the group on the Board. This option can address issues facing the group at that time, such as term limits of council members, significant VTA issues anticipated to face any one City,

personal reasons, or any other such issues. A disadvantage of this alternative is uncertainty among all three cities about how frequently each city would have a VTA seat.

Option 4- Council Term Based

Representatives from the three cities would meet to select members, with preference given to Council members who will have the greatest tenure on their individual council. Incumbent members would stay on the VTA Board until they leave their council. When that happens, the city whose member is an Alternate appoints the new Board member, and the city whose member has left appoints an Alternate. This method has the advantage of encouraging longer VTA tenure but leads to uncertainty about the frequency of each city's representation and could be a disadvantage to cities with term limits.

FISCAL IMPACT

There is no fiscal impact from identifying direction for VTA Board representation.

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 Web site.

ALTERNATIVES

1. The Council can give direction to the Mayor on a preferred position to take in negotiations for VTA representation.
2. The Council can give no direction and let the Mayor determine a City negotiating position.

RECOMMENDATION

None.

Reviewed by:

Kent Steffens, Director, Public Works

Prepared by: Jack Witthaus, Transportation and Traffic Manager

Approved by:

Gary M. Luebbbers

City Manager



City of Sunnyvale

Agenda Item

16-0310

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Review the Existing Friendly Exchange Relations Agreement with the City of Dubna, Moscow Region, Russian Federation for Potential Renewal (Continued from March 15, 2016)

BACKGROUND

In 2013, at the request of Mayor Anthony Spitaleri, the Council approved a Friendly Exchange Relations (FER) Agreement with the City of Dubna, Moscow Region, Russian Federation. Mayor Spitaleri and City staff had met with Dr. Sergey Kulikov, Head of Scientific Department of Frank Laboratory of Neutron Physics, and Steve Adelman, Managing Director of Nexus Partners, to discuss a potential friendly exchange relationship between Sunnyvale and the City of Dubna.

Per the parameters as set by Council Policy, the current agreement, presented as Attachment 1, is set to expire on April 8, 2016. This report is presented at the request of Mayor Hendricks and Councilmember Meyering to summarize the value of this relationship to the City and to provide an opportunity for Council to renew the Agreement.

Council action on April 1, 2003, established an informal friendship program allowing agreements with foreign cities for exchanges of mutual benefit (RTC 03-097, Explore Establishment of an International Exchange Program Similar to a Sister Cities Program). Council further clarified its intention to keep the program limited by adopting Council Policy 7.3.24, *International Friendly Exchange Relations*, on July 17, 2007 (RTC 07-215).

2016 Study Issue

At the January Study/Budget Issues Workshop, the Council ranked OCM 16-01, *Explore Expanding Friendship City Relationship with Iizuka, Japan to a Sister City Relationship*, which will explore upgrading the current FER Agreement with Iizuka, Fukuoka Prefecture, Japan to a formal *sister city* relationship. That study is underway, tentatively set for presentation to Council in June 2016, and is currently limited in scope to the Iizuka FER Agreement.

EXISTING POLICY

Council Policy 7.3.24, *International Friendly Exchange Relations* (Attachment 2).

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) (5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

Relationships with foreign cities can broaden awareness of the global community, foster opportunities for economic development and cultural exchange, and increase understanding of how best to compete and thrive in a world community and marketplace. However, since the enactment of the current agreement, the City has not had any exchange, interaction, or contact with the City of Dubna. Also, no community members have engaged either city on the Agreement.

Should the Council direct staff to pursue a renewal of the current Agreement and authorize the Mayor to enter into a similar Agreement, staff would engage officials with the City of Dubna. Should there be mutual interest in renewing the Agreement, staff would prepare an updated Agreement for signature by the Mayor.

City of Dubna, Moscow Region, Russian Federation

Dubna is a town in Moscow Oblast, Russia. It was granted town status in 1956 and has a population of 70,663 (2010 Census), with a 2015 population estimate of approximately 75,200. It is home to the Joint Institute for Nuclear Research, an international nuclear physics research center and one of the largest scientific foundations in the country. It is also home to MKB Raduga, a defense aerospace company specializing in design and production of missile systems.

FISCAL IMPACT

Council has been clear that the City's friendly exchange relation agreements should use minimal City resources as reflected in Council Policy 7.3.24. Specifically, the Policy states that funding budgeted for friendly exchange relations are limited to the cost of visitors' gifts and staff time for the purpose of coordinating meetings for visiting dignitaries with Council and staff, and to securing appropriate City facilities for such meetings. As there have been no exchanges or engagement during the life of the Agreement, there is no fiscal impact related to terminating the Agreement. Should Council move Alternative 1 to pursue renewal of the agreement, the fiscal impact would remain minimal - in line with the existing City policy.

PUBLIC CONTACT

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

ALTERNATIVES

1. Direct staff to engage the City of Dubna, Russia to query interest in renewing the current Friendly Exchange Relationship Agreement, in substantially the same form as Attachment 1 of this report, for another three year term and authorize the Mayor to execute the Agreement.
2. Allow the current Friendly Exchange Relationship Agreement to expire on April 8, 2016
3. Other direction as provided by Council.

STAFF RECOMMENDATION

Staff makes no recommendation.

Prepared by: Yvette Blackford, Senior Management Analyst
Reviewed by: Walter C. Rossmann, Assistant City Manager
Reviewed by: Kent Steffens, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Friendly Exchange Relations Agreement with Dubna, Russia
2. Council Policy 7.3.24, *International Friendly Exchange Relations*

FRIENDLY EXCHANGE RELATIONS AGREEMENT

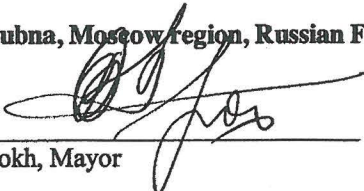
between

**DUBNA, MOSCOW REGION, RUSSIAN FEDERATION
and
SUNNYVALE, CALIFORNIA, UNITED STATES OF AMERICA**

The City of Dubna, Moscow region, Russian Federation, and Sunnyvale, California, the United States of America, wish to enhance the understanding and friendship between two cities, and agree to establish friendly exchange relations through friendly consultations as follows:

1. Adhering to the principle of equality and mutual benefit, both cities may initiate various information sharing opportunities and exchanges in terms of the economy, trade, science and technology, culture, education, health, environmental protection, etc. in order to promote common prosperity and quality of life.
2. Leaders and relevant departments of both cities may keep in regular contact for the convenience of discussion and consultation on various issues of mutual interest.
3. This friendly exchange relations agreement shall take effect from the day that the Agreement has been signed by both sides.
4. This friendly exchange relations agreement is executed in Russian and English in duplicate.
5. This Memorandum of Understanding may be terminated, in whole or in part, when such action is deemed by either city to be in its best interest.
6. This Memorandum of Understanding will automatically sunset three years from the date of enactment.

City of Dubna, Moscow region, Russian Federation



Valery Prokh, Mayor

Date

City of Sunnyvale, California, the United States of America



Anthony (Tony) Spitaleri, Mayor



Date

ДОГОВОР О ДРУЖЕСКИХ ОТНОШЕНИЯХ

между

г. ДУБНА, МОСКОВСКАЯ ОБЛАСТЬ, РОССИЙСКАЯ ФЕДЕРАЦИЯ

и

г. САННИВЕЙЛ, КАЛИФОРНИЯ, СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ

г. Дубна, Московская область, Российская Федерация и г. Саннивейл, Калифорния, Соединенные Штаты Америки, намереваются развивать взаимопонимание и дружбу между двумя городами и соглашаются установить дружеские отношения путем дружественных переговоров:

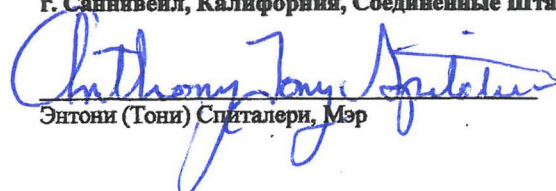
1. Соблюдать принцип взаимного равенства и выгоды, оба города могут инициировать совместное использование различной информацией и обмена в области экономики, торговли, науки и технологии, культуры, образования, здравоохранения, защиты окружающей среды и т.д. для обеспечения благосостояния и качества жизни.
2. Руководители и соответствующие департаменты двух городов могут поддерживать регулярные контакты для обсуждения и консультаций по различным вопросам, представляющим взаимный интерес.
3. Данный договор вступает в силу с момента подписания обеими сторонами.
4. Договор исполнен в 2-х экземплярах на Русском и Английском языках.
5. Данный договор может быть прекращен полностью или частично в случае, если один из городов посчитает это необходимым.
6. Данный договор автоматически завершится по истечению 3-х лет с момента подписания.

г. Дубна, Московская область, Российская Федерация


Валерий Прох, Глава города

дата

г. Саннивейл, Калифорния, Соединенные Штаты Америки


Энтони (Тони) Спиталери, Мэр

4/8/13

дата

Policy 7.3.24 International Friendly Exchange Relations

POLICY PURPOSE:

The purpose of this policy is to provide guidelines for the City's limited international relations program.

POLICY STATEMENT:

Exchanges with foreign municipalities may lead to increased global cooperation at the community/municipal level, promotion of cultural and educational exchanges, and fostering of community and economic development.

Friendly exchange relations create a reciprocal relationship between entities. This type of relationship exists in order to share experiences between the City of Sunnyvale and other selected cities in the world. These relationships involve an exchange of ideas and information between various components of a community including elected officials, government employees, and community members.

1. The purpose of Sunnyvale's friendly exchange relations with foreign cities is to:
 - A. Create opportunities for community members to experience and learn from other cultures;
 - B. Strengthen Sunnyvale's economic development;
 - C. Stimulate a culturally aware environment in which Sunnyvale and its partner city(ies) can creatively learn, work, and solve problems;
 - D. Collaborate with municipalities in other countries with similar goals; and
 - E. Promote information exchanges on the economy, trade, science and technology, culture, education, health, environmental protection, etc. in order to promote common prosperity and quality of life.
2. A proposed friendly exchange relations agreement shall only be entered into when there is a clearly defined benefit to the City of Sunnyvale and/or the community.
3. Any proposed agreement must be approved by Council action prior to enactment and signature. Any agreement entered into without such approval shall be considered void.
4. Any proposed agreement must include an opportunity for the City of Sunnyvale to terminate the agreement, in whole or in part, when such action is deemed to be in the City's best interest.
5. Funding budgeted for friendly exchange relations shall be limited to:

COUNCIL POLICY MANUAL

- A. The cost for visitors' gifts and staff time, for the purpose of coordinating meetings for visiting dignitaries with Council and staff, and securing appropriate City facilities for such meetings.
 - B. Any staff time outside of those hours budgeted by Council must be authorized in advance by the City Manager. Due to limited City resources, the City Manager has the authority to limit new agreements and/or exchanges based on staff capacity.
 - C. Any costs outside of those budgeted by the City, including costs for travel, meals, tours, tickets, accommodations, etc., shall be borne by the visiting dignitaries.
- 6. A maximum of five relationships may be in effect at any given time, with no more than three relationships based in the same country. Should an additional relationship be considered, Council action would include direction on which of the existing relationships to terminate.
- 7. The City Manager shall have full authority to develop and implement any administrative policies and practices deemed necessary to support the implementation of friendly exchange relations agreements. Potential international visitors pursuing an exchange with the City will need to comply with all administrative procedures and deadlines.
- 8. Any proposed friendly exchange relations with specific cities must be documented by a Memorandum of Understanding between both cities. The Memorandum of Understanding must be signed by the mayors of both cities, or their delegates, in order to be valid. The proposed Memorandum of Understanding shall include the following three provisions:
 - A. Adhering to the principle of equality and mutual benefit, both cities may initiate various information sharing opportunities and exchanges in terms of the economy, trade, science and technology, culture, education, health, environmental protection, etc. in order to promote common prosperity and quality of life.
 - B. Leaders and relevant departments of both cities may keep in regular contact for the convenience of discussion and consultation on various issues of mutual interest.
 - C. This Memorandum of Understanding may be terminated, in whole or in part, when such action is deemed by either city to be in its best interest.
- 9. Each Memorandum of Understanding will automatically sunset three years from date of enactment. Staff will notify Council in advance of the sunset date via the city manager's weekly report and, if Council expresses potential interest in renewing the agreement, staff will analyze the value of the relationship to the City (activity, costs, benefits) in a brief report to Council.

10. Sample Memorandum of Understanding

**FRIENDLY EXCHANGE RELATIONS AGREEMENT
between [CITY, COUNTRY]
and SUNNYVALE, UNITED STATES OF AMERICA**

[City, Country], and Sunnyvale, the United States of America, wish to enhance the understanding and friendship between two cities, and agree to establish friendly exchange relations through friendly consultations as follows:

1. Adhering to the principle of equality and mutual benefit, both cities may initiate various information sharing opportunities and exchanges in terms of the economy, trade, science and technology, culture, education, health, environmental protection, etc. in order to promote common prosperity and quality of life.
2. Leaders and relevant departments of both cities may keep in regular contact for the convenience of discussion and consultation on various issues of mutual interest.
3. This friendly exchange relations agreement is signed in [*location – city, state, country*], on this [*date*] and shall take effect from the day that the Agreement has been signed by both sides.
4. This friendly exchange relations agreement is executed in [*foreign city's primary language*] and English in duplicate.
5. This friendly exchange relations agreement may be terminated, in whole or in part, when such action is deemed by either city to be in its best interest. The City of Sunnyvale shall consider this agreement expired three years from the date of enactment.

City of [city], [foreign country]

[Name], Mayor

City of Sunnyvale, the United States of America

[Name], Mayor

(Adopted: RTC 03-097 (April 1, 2003); Revised RTC 07-215 (July 17, 2007))

Lead Department: Office of the City Manager



City of Sunnyvale

Agenda Item

16-0314

Agenda Date: 3/29/2016

REPORT TO COUNCIL

SUBJECT

Approve the Extension of the Closing Deadline Agreement for the Purchase and Sales Agreement for Raynor Activity Center Located at 1500 Partridge Avenue and Amend the Joint Use Agreement for Raynor Park with Stratford School to Reflect Use Permit Conditions Approved by City Council

BACKGROUND

On March 15, 2016, Council considered two appeals of decisions by the Planning Commission related to the proposed use of Raynor Activity Center by Stratford School (RTC 16-0180). After conducting a public hearing, Council acted to certify the Environmental Impact Report for the project and approve a use permit with modified conditions.

EXISTING POLICY

General Plan Chapter 4, Community Character - Recreation

Policy CC-10.7 Encourage the use of recreational and open space facilities and services for educational activities of schools that serve Sunnyvale students first, and secondarily the schools that serve students of surrounding communities.

DISCUSSION

Council directed staff to modify certain use permit conditions affecting the Joint Use Agreement with Stratford School which was previously approved by Council in December 2013 (RTC 13-292). This Agreement was approved but never executed by the City since it would not become effective unless a use permit for the school was granted by the City. As directed by Council, two modifications have been made to the agreement (see Attachment 1):

Section 1.(c) has been amended to require that Stratford School notify the City by August 15th of each year whether it intends to use Raynor Park fields during all of the dates and times it is allowed to under the Joint Use Agreement. For any times Stratford does not plan to use the field, it would be made available to other field user groups and the general public.

Section 1.(e) has been added to require Stratford School to pay \$22,000 per year towards the maintenance costs of the Raynor Park fields.

At the March 15, 2016 Council meeting, some questions also arose regarding the Purchase and Sales Agreement (PSA) approved by the Council in November 2013 (RTC 13-275). These questions related to the two-year deadline for closing escrow in the PSA. The parties did not anticipate that more than two years would be needed to bring Stratford's use permit application to public hearing. However, the process took longer than anticipated in part due to litigation that was filed challenging the City's decision to sell the Raynor Activity Center. It should be noted that the City prevailed in this

lawsuit and appeal, confirming the City's right to sell the property as contemplated.

To avoid any potential ambiguity with interpretation of the PSA, staff has prepared an amendment (Attachment 2) to extend the close of escrow date. The proposed amendment extends the close of escrow date to 60 days after the City has satisfied conditions necessary for the close of escrow (such as recording the parcel map). If further litigation is filed on the project and a court order prevents the sale from closing, the close of escrow would be extended until 60 days after any stay were lifted by the court.

ENVIRONMENTAL REVIEW

On March 15, 2016, the City Council certified an Environmental Impact Report, made findings required by CEQA and adopted a Statement of Overriding Considerations for the project. The proposed amendments to the Purchase and Sale Agreement and Joint Use Agreement do not require further CEQA review because these changes do not create significant new environmental effects or increase the severity of previously identified significant effects associated with the project. (CEQA Guidelines, Section 15162.)

FISCAL IMPACT

Amending the Joint Use Agreement results in an additional \$22,000 of revenue to the City annually. Park maintenance costs are currently 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.

ALTERNATIVES

1. Find that the proposed extension of the closing deadline in the Purchase and Sale Agreement and amendments to the Joint Use Agreement will not create significant new environmental effects or increase the severity of previously identified significant effects associated with the project that would require additional environmental review under CEQA.
2. Authorize the City Manager to execute the revised Joint Use Agreement for Raynor Park with Stratford School (Attachment 1).
3. Authorize the City Manager to execute the Extension of Closing Deadline Agreement for the Purchase and Sales Agreement for Raynor Activity Center Located at 1500 Partridge Avenue (Attachment 2).
4. Other action as directed by City Council.

STAFF RECOMMENDATION

Alternatives 1, 2 and 3: 1) Find that the proposed extension of the closing deadline in the Purchase and Sale Agreement and amendments to the Joint Use Agreement will not create significant new environmental effects or increase the severity of previously identified significant effects associated with the project that would require additional environmental review under CEQA; 2) Authorize the City Manager to execute the revised Joint Use Agreement for Raynor Park with Stratford School (Attachment 1 of the report); and 3) Authorize the City Manager to execute the Extension of Closing Deadline Agreement for the Purchase and Sales Agreement for Raynor Activity Center Located at

1500 Partridge Avenue (Attachment 2 of the report).

Approval of Alternatives 1, 2 and 3 is consistent with Council direction from its March 15, 2016 meeting.

Prepared by: Kent Steffens, Assistant City Manager

Reviewed by: Tim Kirby, Interim Director, Finance Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Revised Joint Use Agreement for Raynor Park with Stratford School
2. Extension of Closing Deadline Agreement for the Purchase and Sales Agreement for Raynor Activity Center Located at 1500 Partridge Avenue

RECORDING REQUESTED BY:

ATTACHMENT 1

WHEN RECORDED RETURN TO:

Stratford Schools, Inc.
12930 Saratoga Avenue, Suite A-2
Saratoga, CA 95070
Attn.: Clay Stringham

Space above this line for Recorder's use only

**JOINT USE AGREEMENT BETWEEN CITY OF SUNNYVALE AND STRATFORD
SCHOOL, INC. FOR RECREATION PURPOSES OF THE RAYNOR PARK
RECREATION AREAS**

THIS JOINT USE AGREEMENT dated _____, 2016; ("JOINT USE AGREEMENT") is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ; STRATFORD SCHOOL, INC., a California Corporation ("STRATFORD").

WHEREAS, STRATFORD and CITY have entered into a Purchase and Sales Agreement whereby STRATFORD may purchase from CITY the Raynor Activity Center located at 1500 Partridge Avenue, Sunnyvale, CA, a 3.45 acre site, more or less, including easements for two parking lots (the "Property") more particularly described in Exhibit "A", attached hereto, for private school purposes and related activities, and to provide recreational programs and after school sports, such as soccer, softball, field hockey, and flag football; and

WHEREAS, under the terms of the Purchase and Sales Agreement, purchase of the Property is conditioned upon STRATFORD procuring, through application to the CITY, including environmental review, a use permit together with conditions from the CITY for the operation of a private school on the Property (collectively the "Use Permit"); and

WHEREAS, the CITY owns and maintains the Raynor Park open space area ("Open Space"), which includes two ball fields, located adjacent to the Property, identified as Parcel 1 of the Parcel Map filed for record on _____, 20____, in Book ____ of Maps, Page _____, Official Records of Santa Clara County, California; and

WHEREAS, the parties acknowledge that the Open Space is part of the CITY's parks system and is operated as part of the CITY's recreational program for the benefit of the general public, and

WHEREAS, the CITY manages and operates the Open Space on a reservation system for the use and enjoyment of organized sports teams and of the general public on a reservation fee basis; and

WHEREAS, in the event the Use Permit is issued and the sale of the Property is completed, the parties wish to manage and share the Open Space pursuant to the terms and condition of this Joint Use Agreement

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. STRATFORD Rights and Obligations

- (a) CITY shall provide STRATFORD priority use of certain areas of the Raynor Park area in the locations designated as Area 1 and Area 2, as shown on Exhibit "B" attached hereto and incorporated herein by reference. Specifically, during regular school hours of Monday through Friday, 9:00 a.m. to 3:00 p.m. during the regular school year (approximately late August early June). At times during the priority use period defined above when field Area 1 is not actually being used by STRATFORD, the area will be available for public use. During the summer session STRATFORD may use field areas within Raynor Park on a space available basis on school days 9:00 a.m. to 3:00 p.m. The remaining areas of the Raynor Park Area are available for use by the public and other groups and individuals in accordance with the CITY's reservation system.
- (b) STRATFORD is permitted to have priority use of Area 1 and Area 2 of Exhibit "B" during certain months and during certain hours according to the "After School Hours and Schedule" attached hereto as Exhibit "C" and incorporated herein by reference. At times during the After School Hours and Schedule period defined by Exhibit A when Area 1 and 2 are not actually being used by STRATFORD, the area will be available for public use. The remaining dates and times for use of the Raynor Park Area are available for use by the public and other groups and individuals in accordance with the CITY's reservation system.
- (c) STRATFORD shall provide the CITY a report by August 15 of each year the schedule of Stratford "After Hour" uses and regular school day uses on revised dates and times when it does not intend to use the fields. This will allow the CITY to make the fields available to other groups and the general public. The STRATFORD "After Hour" uses are from 4:00 p.m. to 5:30 p.m. Wednesday and Thursday, and 4:00 p.m. to 6:00 p.m. on Fridays during the months of February through May; and, 4:00 p.m. to 5:00 p.m. Thursday and 4:00 p.m. to 6:00 p.m. on Fridays during the months of September through November. Additional after hours use by Stratford not specifically noted within this agreement, will be on availability of space with no impact to the other groups using the open space area. STRATFORD shall not have the ability to use its reserved times to allow other third party groups to use the fields or basketball court.
- (d) In consideration of continued field usage by STRATFORD during the term of this agreement, STRATFORD agrees that it will make its best efforts (including granting preferential enrollment privileges to qualified Sunnyvale residents to the extent allowable by applicable laws) to maintain at the Raynor campus at least 51% of its students residing in the City of Sunnyvale. STRATFORD agrees that it will provide the CITY a written statement as to its current total enrollment and percentage of Sunnyvale residents on or about June 1 of each year. Enrollment of students at the school shall be at least 51% Sunnyvale residents and shall be maintained above 51% based on a five year rolling average. The rolling average will be calculated in year five of the agreement and in each subsequent year as enrollment figures are provided. If enrollment at the school drops below 51% (based on five year rolling average) in any year, STRATFORD agrees to develop a plan to bring itself into compliance. STRATFORD shall have up to one year to cure its noncompliance with this provision during which time STRATFORD agrees to pay for each hour of priority field use the amount listed in the CITY's then current master fee schedule for sports field rental (currently \$25 per hour, \$175 per day max). STRATFORD agrees to pay monthly for field usage until such time that noncompliance can be cured (up to one year). If STRATFORD reports that the five year rolling average is below 51% for two consecutive years, City Staff and STRATFORD shall work to develop an acceptable alternative plan for usage of the fields. Failure to arrive at such an agreement shall be grounds to terminate Stratford's priority field use rights of Area

1, as defined in Sections 1(a-c) of this agreement. Notwithstanding the above, any decision to terminate or modify the agreement would not be made by the City prior to holding a public hearing before the City Council and an affirmative vote of the City Council to terminate this Agreement pursuant to this paragraph.

- (e) STRATFORD agrees to compensate CITY for field usage \$22,000 per year for the life of this agreement. This amount shall be due and payable to the City prior to August 1 of each year.
- (f) STRATFORD shall allow use of two parking lots that will have easements for use by the general public, one located on Partridge Avenue and the other parking lot located adjacent and perpendicular to the Partridge Parking Lot. The parking lots shall be open for public parking after 5:00 p.m. on weekdays until park closing, and all day Saturdays and Sundays during park hours. The right for public parking is included as an easement on the preliminary parcel map and is considered a perpetual right that shall survive the term or termination of this agreement.
- (g) In consideration therefore, STRATFORD will construct a basketball court for CITY in an area adjacent to the school site, shown as AREA 2 on Exhibit A, at no cost to the CITY. The basketball court shall not include lighting for night time use. So long as this Agreement is in effect, STRATFORD shall maintain the basketball court at no expense to the CITY following construction. The courts shall be maintained in a clean and safe condition for public use at all times, subject to subsection (g), below. Maintenance includes restriping and resurfacing as necessary to keep it in a safe playable condition.
- (h) STRATFORD shall have priority use of the basketball court from 9:00 a.m. to 5:30 p.m. on school days during the regular school year (approximately late August to early June). Stratford shall have priority use of the basketball ball court on a priority basis from 9:00 a.m. to 3:00 p.m. on days summer school is in session. STRATFORD shall make available the basketball court for use by the general public after the school hours listed above, and during all park hours on non-school days. At times during the priority use period defined above when the basketball court is not actually being used by STATFORD, the area will be available for public use.
- (i) STRATFORD shall be required to make application for and procure a building permit for construction of the basketball court. STRATFORD shall furnish all labor, tools, equipment, apparatus, and materials necessary to perform and complete in a good workmanlike manner. The court will be constructed within one year of the date of this agreement and construction plans of the court are subject to review and approval as part of the Use Permit process for the School.
- (j) STRATFORD shall complete design of the basketball court in accordance with applicable City standards. CITY shall have the right to review and approve construction plans and inspect the work until completion.

2. CITY Rights and Obligations

- (a) CITY shall supply any documents or information to which the CITY has access or possession required by STRATFORD for construction of the basketball court.
- (b) CITY shall operate a reservation system for use of the Raynor Park Open Space Area by the general public, including user groups and sports leagues. The CITY shall be responsible to resolve any matters which arise concerning the use of the fields by STRATFORD, the general public and user groups; however STRATFORD shall reasonably assist the CITY to resolve

conflicts when the conflict relates to STRATFORD uses or activities.

- (c) CITY shall provide utilities necessary to maintain the fields at no expense to STRATFORD.
- (d) CITY shall be responsible for maintenance of the Open Space area, and repair damage by work efforts or activities of CITY work crews and/or individuals employed by the CITY.
- (e) City has the right to close the park open space area during winter months due to weather conditions or field conditions. The City also reserves the right to close the field for normal maintenance or improvements at any time and will work with STRATFORD to try and accommodate field use in other areas of the Park during periods of closure.
- (f) CITY shall be responsible for keeping all sidewalks and walkways abutting the ball fields in good condition and free of weeds.
- (g) CITY shall have the option to manage the basketball courts by members of the general public through its recreational reservation system in coordination with the STRATFORD's use of the facilities.

3. Maintenance Obligations of STRATFORD

- (a) So long as this Agreement is in effect, STRATFORD shall maintain the basketball court in a clean and debris free manner at its expense. STRATFORD shall also remove any graffiti that occurs.
- (b) STRATFORD shall notify City 14 calendar days in advance of any intention to install improvements or engage in other activities at the Property that affects the public areas, such as sidewalks parking lots or recreational facilities.
- (c) STRATFORD shall be responsible for the maintenance and repair of the parking lot adjacent to Building 7 of the Raynor Activity Center that extends out to Partridge Avenue.

4. Consideration

In consideration of the above improvements and services provided by STRATFORD at STRATFORD'S expense for labor, materials, equipment and supplies, STRATFORD is permitted to use the Open Space areas identified as Area 1 and Area 2 of Exhibit "B" at Raynor Park as set forth in this Agreement, subject to the limitations on hours and in cooperation with uses by the general public and sports leagues which reserve the fields through the CITY's reservation system.

5. Compliance with Laws

STRATFORD shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Joint Use Agreement.

6. Independent Contractor

STRATFORD is acting as an independent contractor in furnishing the services or materials and performing the work required by this Joint Use Agreement and is not an agent, servant or employee of CITY. Nothing in this Joint Use Agreement shall be interpreted or construed as creating or establishing the relationship of agency between CITY and STRATFORD

7. Indemnity

STRATFORD shall indemnify and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of STRATFORD, its officers, employees, agents, in connection with STRATFORD'S performance under this Joint Use Agreement.

CITY shall indemnify and hold harmless STRATFORD, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of CITY, its officers, employees, agents, in connection with the CITY's performance under this Joint Use Agreement.

8. Insurance

STRATFORD shall and will, at own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

(a) Single limit coverage applying to bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than Two Million Dollars (\$2,000,000) providing coverage on an "occurrence" basis and not an "accident" basis; provided, however, as follows:

(1) CITY shall be named as an additional insured in all said insurance policies;

(2) A contractual liability endorsement shall be included in each insurance policy, extending coverage to include liability assumed under paragraph 8 above; and,

(b) CITY is self insured for all obligations assumed under this Joint Use Agreement.

9. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

10. Effective Date; Time for Performance

This Agreement shall not be effective unless and until Close of Escrow, as that term is defined in the Purchase and Sale Agreement. The effective date of this Agreement shall be the date of Close of Escrow, and it shall continue from the effective date for a period of 25 years. In the event there is no Close of Escrow under the Purchase and Sale Agreement, this Agreement shall be null and void and of no force or effect.

11. Term/Termination

This Joint Use Agreement shall be in effect for 25 years and may be renewed for two 10-year extensions upon the written consent of both parties. Without limitation to such rights or remedies

the parties shall otherwise have by law, STRATFORD shall have the right to terminate this Agreement for any reason upon 12 month's written notice to the CITY.

If STRATFORD defaults in the performance of this Joint Use Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to STRATFORD without any obligation to assist STRATFORD in identifying reasonably comparable recreational facilities. Prior to termination, the CITY shall give written notice to STRATFORD and allow 30 days for STRATFORD to cure any breaches in its performance; provided, however, that if a breach is of a nature that it cannot reasonably be cured within 30 days, and if STRATFORD is diligently working towards curing the breach, STRATFORD shall be allowed a reasonable time to cure the breach, not to exceed 90 days.

12. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the joint use of the recreational facilities. No modification or amendment of this Joint Use Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

13. Legal Action; Attorney Fees

Any disputes arising from the performance of this Joint Use Agreement shall be resolved according to the laws of the State of California, County of Santa Clara, irrespective of any claim of diversity of citizenship or other jurisdictional conditions. Each party shall be responsible for its own attorney's fees in the prosecution of any legal action arising from this Joint Use Agreement.

14. Miscellaneous

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

15. Counterparts

This Agreement may be executed in two or more counterparts, which when compiled shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement. ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

STRATFORD SCHOOL, INC.

By _____
City Attorney

By: _____
Name and Title: _____

EXHIBITS:

EXHIBIT "A" – Legal Description of STRATFORD Property

EXHIBIT "B" – Aerial of Raynor Park Designated Areas for Use by Stratford School

EXHIBIT "C" – After School Hours and Schedule

EXHIBIT A
TO PARK JOINT USE AGREEMENT

Legal Description of Stratford Property

Attached



September 10, 2013
BKF No. 20116076
Page 1 of 2

Legal Description

PARCEL 2 (Raynor Park)

Real property situate in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel One as described in that certain Agreement for Sale of Real Property, between Santa Clara Unified School District and City of Sunnyvale, a municipal corporation, recorded July 3, 1979 in Book E611 at Page 549, Official Records of Santa Clara County and a portion of the lands described in that certain Deed of Dedication for Public Street Purposes, conveyed from Jefferson Union School District of Santa Clara County to City of Sunnyvale, recorded in Book 4979 at Page 304, Official Records of said County, more particularly described as follows:

Beginning at the southwesterly corner of the lands described in said Deed of Dedication (4979 O.R. 304), said corner being also a point on the westerly line of Quail Avenue, being 62.00 feet in width;

Thence leaving said corner and along said westerly line of Quail Avenue and being also the westerly line of said Deed of Dedication (4979 O.R. 304), North $01^{\circ}20'00''$ West, 647.18 feet to the beginning of a tangent curve to the left, having a Radius of 40.00 feet;

Northwesterly along said curve, through a central Angle of $92^{\circ}14'30''$, for an arc Length of 64.40 feet to the southerly line of Dunford Way, being 62.00 feet in width, as said southerly line was established by said Deed of Dedication (4979 O.R. 304);

Thence along said southerly line of Dunford Way, South $86^{\circ}25'30''$ West, 336.59 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said point and said southerly line of Dunford Way, the following ten (10) courses and distances:

1. South $01^{\circ}21'02''$ East, 464.90 feet;
2. South $88^{\circ}38'58''$ West, 185.42 feet;
3. North $01^{\circ}21'02''$ West, 6.59 feet to the beginning of a tangent curve to the left, having a Radius of 15.00 feet;
4. Northwesterly along said curve, through a central Angle of $65^{\circ}00'00''$, for an arc Length of 17.02 feet;
5. North $66^{\circ}21'02''$ West, 9.90 feet;
6. South $88^{\circ}38'58''$ West, 110.88 feet;
7. North $01^{\circ}21'02''$ West, 15.56 feet to the beginning of a tangent curve to the left, having a Radius of 5.00 feet;
8. Northwesterly along said curve, through a central Angle of $90^{\circ}00'00''$, for an arc Length of 7.85 feet;
9. South $88^{\circ}38'58''$ West, 42.98 feet to the beginning of a tangent curve to the left, having a Radius of 20.00 feet;
10. Southwesterly along said curve, through a central Angle of $20^{\circ}29'15''$, for an arc Length of 7.15 feet to a point of intersection of a line drawn 31.00 feet easterly, right angle measurement, from the

westerly line of said Deed of Dedication (4979 O.R. 304), said westerly line being also the center line of Partridge Avenue;

Thence along said parallel line, North $01^{\circ}21'02''$ West, 360.64 feet;

Thence leaving said parallel line, the following three (3) courses and distances:

1. North $40^{\circ}21'22''$ East, 13.43 feet;
2. South $49^{\circ}38'38''$ East, 7.46 feet;
3. North $88^{\circ}38'58''$ East, 6.00 feet to a point of intersection with the northerly prolongation of the easterly line of said Deed of Dedication (4979 O.R. 304), said point being also at the intersection of a line drawn 51.50 feet easterly, right angle measurement, from the center line of said Partridge Avenue;

Thence along said parallel line, the following eight (8) courses and distances:

1. South $01^{\circ}21'02''$ East, 48.67 feet to the beginning of a tangent curve to the left, having a Radius of 4.00 feet;
2. Southeasterly along said curve, through a central Angle of $90^{\circ}00'00''$, for an arc Length of 6.28 feet;
3. North $88^{\circ}38'58''$ East, 88.90 feet to the beginning of a tangent curve to the left, having a Radius of 4.00 feet;
4. Northeasterly along said curve, through a central Angle of $90^{\circ}00'00''$, for an arc Length of 6.28 feet;
5. North $01^{\circ}21'02''$ West, 29.38 feet to the beginning of a tangent curve to the left, having a Radius of 30.00 feet;
6. Northwesterly along said curve, through a central Angle of $55^{\circ}00'00''$, for an arc Length of 28.80 feet;
7. North $56^{\circ}21'02''$ West, 8.42 feet to the beginning of a tangent curve to the right, having a Radius of 40.00 feet;
8. Northwesterly along said curve, through a central Angle of $57^{\circ}06'14''$, for an arc Length of 39.87 feet to said southerly line of Dunford Way;

Thence along said southerly line of Dunford Way, North $86^{\circ}25'30''$ East, 288.45 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 3.546 acres, more or less.

For BKF Engineers



John Koroyan, P.L.S. No. 8883
SEPT. 10, 2013
Dated



Exhibit "B"
**AERIAL OF RAYNOR PARK DESIGNATED AREAS FOR USE BY STRATFORD
SCHOOL**

Aerial of Raynor Park Designated Areas for Use by Stratford School



Exhibit "C"
AFTER SCHOOL HOURS AND SCHEDULE

**Stratford School Raynor Park Usage
After School Hours and Schedule**

EXHIBIT "C"

Stratford Reservation

Stratford to use available open space

<u>Use Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Soccer Games		4:00 - 5:30 Wed & Thurs										
Soccer Practice		3:30 - 4:30 Mon & Tues										
Softball Games		4:00 - 6:00 Friday										
Softball Practice		3:30 - 4:30 Mon & Wed										
Field Hockey									4:00 - 6:00 Fri			
Flag Football Games									4:00 - 5:00 Thurs			
Flag Football Practice									4:00-5:00 Tues & Thur			
Summer School (Primarily Day use)						Available Space						

**EXTENSION OF CLOSING DEADLINE AGREEMENT
FOR
EXCLUSIVE PURCHASE AND SALE AGREEMENT
OF SURPLUS REAL PROPERTY**

This Extension of Closing Deadline Agreement is made and entered into on ____, 2016, by and between the City of Sunnyvale ("SELLER") and Stratford Schools, Inc., a California Corporation ("BUYER") (collectively, "Parties"), with respect to the Exclusive Purchase and Sale Agreement of Surplus Real Property dated December 12, 2013.

RECITALS

WHEREAS, on December 12, 2013, BUYER and SELLER entered into a conditional agreement entitled "Exclusive Purchase and Sale Agreement of Surplus Real Property" ("the Agreement") for the sale of certain real property located at and commonly known as 1500 Partridge Avenue in the City of Sunnyvale, County of Santa Clara, more particularly described in the Agreement; and

WHEREAS, the Agreement required BUYER to apply for and secure a conditional Use Permit from the City of Sunnyvale for renovation and use of the subject property as a private pre-school, elementary and middle school, contingent on completion of environmental review under the California Environmental Quality Act; and

WHEREAS, BUYER subsequently applied for a conditional Use Permit, the parties completed the necessary environmental review including preparation of an Environmental Impact Report, and the Sunnyvale City Council heard the matter and granted a Use Permit to BUYER following a public hearing on March 15, 2016; and

WHEREAS, Section 5(c) of the Agreement provides that "in the event a Use Permit is granted to BUYER on terms and conditions acceptable to BUYER, but the Use Permit is timely appealed by any third party", BUYER may either (i) terminate the Agreement as set forth in Section 5(b)(i) of the Agreement or (ii) "defend the appeal at BUYER's expense as the real party in interest, in which event Close of Escrow shall be extended as necessary for all administrative and judicial appeals to be exhausted, but in no event longer than the date which is two (2) years from the Effective Date unless such date is extended by the written consent of BUYER and SELLER (the 'Closing Deadline')"; and

WHEREAS, at the time the Agreement was entered, the Parties did not contemplate that the Use Permit process and environmental review would not be completed until more than two years after the execution of the Agreement; and

WHEREAS, the Parties wish to extend the Closing Deadline in order to clarify that it is their mutual intention that the Agreement remain in effect.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Except as specifically modified herein, the Parties hereby ratify, restate and reaffirm the terms and conditions of the Agreement and agree to perform and comply with the same.

2. The deadline for Close of Escrow ("Closing Deadline") is extended until sixty (60) days after satisfaction of BUYER's conditions in Section 9(f) of the Agreement.

3. If a court of competent jurisdiction issues an order staying or enjoining the Close of Escrow in connection with any legal challenge brought by a third party, and BUYER exercises its right under Section 5(c)(ii) of the Agreement to defend such legal challenge as the real party in interest, the Closing Deadline shall be extended until sixty (60) days after such stay is lifted and all BUYER's conditions for close of escrow in Section 9(f) of the Agreement are satisfied.

4. Each of the individuals executing this Extension of Closing Deadline Agreement represent and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By: _____
City Clerk

By: _____
Deanna Santana
City Manager

APPROVED AS TO FORM:

STRATFORD SCHOOL, INC.

By: _____
John A. Nagel
City Attorney

By: _____
Name:
Title:



City of Sunnyvale

Agenda Item

16-0273

Agenda Date: 3/29/2016

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, April 5, 2016 - City Council

Closed Session

- 16-0195** 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Teri Silva, Director of Human Resources; Deanna J. Santana, City Manager
Employee organization: Public Safety Officers Association (PSOA)
Employee organization: Sunnyvale Employees Association (SEA)

Special Order of the Day

- 16-0170** SPECIAL ORDER OF THE DAY - National Library Week
- 16-0225** SPECIAL ORDER OF THE DAY - Equal Pay Day Proclamation
- 16-0279** SPECIAL ORDER OF THE DAY - April Is Fair Housing Month

Public Hearings/General Business

- 16-0259** File #: 2014-7633
Location: 861 E. El Camino Real (APN: 211-16-021)
Zoning: C-2/ECR (Highway Business/Precise Plan for El Camino Real)
Proposed Project: Appeal by the applicant of a Decision of the Planning Commission denying a project with related applications on a 1.59-acre site: SPECIAL DEVELOPMENT PERMIT to redevelop a vacant nursery with a 3,000 square foot building into a 162-room, five-story hotel with underground parking.
VARIANCE to allow solar shading to exceed the maximum 10% on an adjacent commercial building and a
DESIGN REVIEW PERMIT to allow new construction.
Applicant / Owner: Phillip Stewart /Sunnyvale Hospitality LLC
Environmental Review: Mitigated Negative Declaration
- 15-1031** Consideration of Options for Implementation of an Auxiliary Restroom at the Las Palmas Park / Tennis Center
- 16-0182** Discussion and Possible Action on the Relocation of the Butcher House and Update on the Design of the Orchard Heritage Park Improvement Project (Study Issue) and Find that the Action Is Exempt from CEQA Pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies)

-
- 16-0213** Adopt Resolutions (1) Amending the Salary Table to Update Four Library Classification Pay Rates to Comply with CalPERS Requirements and (2) Amending the Salary Resolution and the Civil Service Rules and Regulations to Add Provisions for Term Limited Employment
- 16-0219** Authorize the Release of a Request for Proposal (RFP) for Consultant Services for the Mary Avenue Extension Project Environmental Impact Report (EIR)
- 16-0318** Approve Actions Related to Providing Administrative Support to the Silicon Valley Clean Energy Authority

Tuesday, April 12, 2016 - City Council

Public Hearings/General Business

- 16-0317** 6 P.M. SPECIAL COUNCIL MEETING
Location: Council Chambers
- 16-0046** Introduce an Ordinance to Award a Non-Exclusive Taxicab Franchise to Silicon Valley Taxi Drivers, Inc. DBA Green Cab
- 16-0090** Introduce an Ordinance Amending Sunnyvale Municipal Code Chapter 9.86 and Title 19 to Expressly Prohibit Medical Marijuana Cultivation, Commercial Activity, Distribution, and Delivery; Exempt from CEQA Pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3)
- 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
- 16-0181** Introduce an Ordinance to Award a Non-Exclusive Taxicab Franchise to Silicon Valley Cab Co., Inc. DBA Silicon Valley Cab
- 16-0030** Approve the Issuance of Request for Proposals to Develop a New Affordable Housing Project on City Property Located on Charles Street (Block 15)
- 16-0301** 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 Study Issue to Evaluate the Timing of Park Dedication In-lieu Fee Calculation and Payment (2015-7151) (Continued from March 15, 2016.)

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

- 16-0106** Introduce an Ordinance to Amend Title 19 (Zoning) of the Sunnyvale Municipal Code (SMC) and Update the Water-Efficient Landscaping Regulations per California Governor's Executive Order B-29-15 and make a Finding that the Project is Exempt from the Requirements of the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Sections 15307 and 15308 (Planning File: 2016-7032)
- 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;
SPECIFIC PLAN AMENDMENT to modify the Moffett Park Specific Plan from Moffett Park Industrial to Moffett Park Transit Oriented Development;
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..
- 16-0169** File #: 2015-78091
Location: 748-838 Dartshire Way and 747-837 Devonshire Way (APNs 309-28-001, 309-28-002, 308-28-003, 309-28-036)
Zoning: R-0
Proposed Project: Introduction of Ordinance to Rezone 36 contiguous single family home lots from R-0 (Low Density Residential) to R-0/S (Low Density Residential/Single-Story)
Applicant / Owner: Martin Griffiths
Environmental Review: The Ordinance being considered is categorically exempt from review pursuant to CEQA Guidelines Section 15305 (minor alteration in land use) and Section 15061(b)(3) (not a project that may have a significant effect on the environment).
Project Planner: Gerri Caruso (408) 730-7591, gcaruso@sunnyvale.ca.gov
- 16-0243** Steps to Achieving a Silver Level Designation in the League of American Bicyclists - Bicycle Friendly Communities (Study Issue)
- 16-0258** Approve Climate Action Plan Biennial Report
- 16-0291** Conduct Protest Hearing and Adopt a Resolution of the City of Sunnyvale to Levy an Annual Assessment for the Downtown Sunnyvale Business Improvement District

Tuesday, May 3, 2016 - City Council

Closed Session

- 16-0196** 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)

Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Teri Silva, Director of Human Resources; Deanna J. Santana, City Manager
Employee organization: Public Safety Officers Association (PSOA)
Employee organization: Sunnyvale Employees Association (SEA)

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
- 16-0197** Quarterly General Plan Amendment Initiation

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

Closed Session

- 16-0203** 5:30 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)

Study Session

- 16-0325** 6:30 P.M. SPECIAL COUNCIL MEETING (Study Session)
Review Performance Evaluation Tools for the City Manager and City

Special Order of the Day

16-0102 SPECIAL ORDER OF THE DAY - Schools Goin' Green Update

Public Hearings/General Business

16-0083 Appoint Applicants to Boards and Commissions

16-0077 Receive Civic Center Modernization Project and Utility User Tax Polling Results and Provide Direction to Staff on Next Steps

16-0044 File #: 2015-7530 and 2015-7936
Location: 521 E. Weddell Drive (APN: 110-14-196), 531 E. Weddell Drive (APN: 110-14-186), 539 E. Weddell Drive (APN: 110-14-158), 1010 Morse Ave. (APN: 110-14-202)
Proposed Project:
GENERAL PLAN AMENDMENT: Proposed land use designation change from Industrial to School on three parcels (521, 531, and 539 E. Weddell Drive) and from Industrial to Residential/Medium to High Density to Park on one parcel (1010 Morse Ave. - Seven Seas Park); and
REZONING from MS-POA (Industrial and Service - Places of Assembly Combining District) on three parcels (521, 531 and 539 E. Weddell Drive) and MS-ITR-R3-PD (Industrial and Service - Industrial to Residential/Medium Density Residential/Planned Development) on one parcel (1010 Morse Ave. - Seven Seas Park) to PF (Public Facilities) zoning.
Applicant / Owner: Sunnyvale International Church and Summit School (applicants) / Sunnyvale International Church (owner - 521 and 539 E. Weddell Drive), 1st Morning Light Chinese Christian Church (owner - 531 E. Weddell Drive), and City of Sunnyvale (owner - 1010 Morse Ave.)
Environmental Review: Negative Declaration

15-0717 Consider Multi-family Residential Transportation Demand Management Programs

16-0221 Adopt a Resolution to Amend the Salary Table of the City's Salary Resolution to Follow Section 3.80.040 of the Sunnyvale Municipal Code for scheduled increases to the Minimum Wage

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

16-0240 Explore Expanding Friendship City Relationship with Iizuka, Japan to a Sister City Relationship (Study Issue)

Tuesday, June 28, 2016 - City Council

Closed Session

16-0326 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

16-0327 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

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

16-0241 Solar Access Requirements (Study Issue)

16-0262 Optimization of Wolfe Road for Reconfiguration and Commuters via Reconfiguration and Signalization (Study Issue)

Tuesday, July 12, 2016 - City Council

Closed Session

16-0328 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

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

16-0191 Quarterly General Plan Amendment Initiation

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)

Presentation

16-0060 PRESENTATION - Update from Foothill-De Anza Community College

District

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

16-0192 Quarterly General Plan Amendment Initiation

Tuesday, November 15, 2016 - City Council

Closed Session

16-0329 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

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

Closed Session

16-0330 5 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney

16-0331 6 P.M. SPECIAL COUNCIL MEETING (Closed Session)
Closed Session held pursuant to California Government Code Section
54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

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)

Public Hearings/General Business

16-0193 Quarterly General Plan Amendment Initiation

Tuesday, February 28, 2017 - City Council

Public Hearings/General Business

- 16-0086** Appoint Applicants to Boards and Commissions
- 16-0242** Individual Lockable Storage Requirements for Multi-Family Housing (Study Issue)

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, Deferred to January 2017)
- 14-0429** Resolution Forming Homestead Road Underground Utility District - Public Hearing
- 16-0271** File #: 2015-7399
Location: 777 Sunnyvale-Saratoga Road (APN: 201-36-002)
Zoning: C-2/ECR
Proposed Project: Appeal by a member of the public of a decision by the Planning Commission to conditionally allow a:
SPECIAL DEVELOPMENT PERMIT to allow an approximately 11,600 square foot new commercial building (grocery store) on an existing commercial site. The project replaces a portion (approx. 7,599 s.f.) of the Orchard Supply Hardware building and storage area.
Appellant / Applicant / Owner: Michael Howland (appellant) / Ware Malcomb (applicant) / Mardit Properties, LP (owner)
Environmental Review: Mitigated Negative Declaration
Project Planner: Ryan Kuchenig, (408) 730-7431, rkuchenig@sunnyvale.ca.gov



City of Sunnyvale

Agenda Item

16-0147

Agenda Date: 3/29/2016

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	September 2016	
2.	12/1/15	UUT Study Session follow up (will be presented as a Report to Council)	FIN	4/19/16	
3.	2/23/16	Evaluate and bring back staff analysis on the request to grandfather in hookah use at an existing downtown restaurant	DPW	May 2016	

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

16-0333

Agenda Date: 3/29/2016

Formation of Sunnyvale Brand Subcommittee (Information Only)



CITY OF SUNNYVALE

March 24, 2016

TO: Sunnyvale City Council

FROM: Glenn Hendricks, Mayor

CC: Deanna J. Santana, City Manager
Jennifer Garnett, Communications Officer
Yvette Blackford, Senior Management Analyst

SUBJECT: Formation of Sunnyvale Brand Sub-Committee

In the March 15, 2016 Council meeting agenda, City Manager Santana included an Information Memo (*City of Sunnyvale Brand Report and Next Steps*) summarizing the work completed to date to define the Sunnyvale municipal organization's brand which was initiated as part of the City's Website Redesign Project. In the next phase of the brand development process, the City will use the services of a design firm to create a brand identity system that includes an updated City logo and corresponding Brand Style Guide.

In the memo, the City Manager also recommended the formation of a core team of City staff and Councilmembers to help inform the creative process. To that end, I am exercising my ability as Mayor to form a sub-committee of Councilmembers to serve on that core team, and have selected Vice Mayor Larsson and Councilmember Martin-Milius. Vice Mayor Larsson participated in the initial brand workshop held in November 2015 so his involvement will be important for continuity and Councilmember Martin-Milius expressed interest in joining the team. As this work will be completed within my term as Mayor, I will also serve on the sub-committee.

The development of the brand is a pre-cursor to being able to design the Web page templates for the City's new website, therefore this work must begin right away to ensure City staff can remain on schedule with the website production. We will keep the Council informed as the work progresses.

If you have any questions about the website or brand projects, please contact Communications Officer Jennifer Garnett at 408-730-7476 or jgarnett@sunnyvale.ca.gov.

Glenn K Hendricks

Mayor, Sunnyvale



City of Sunnyvale

Agenda Item

16-0280

Agenda Date: 3/29/2016

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes

Personnel Board

Thursday, January 21, 2016

5:00 PM

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

CALL TO ORDER

Chair Oberman called the meeting to order at 5:03 p.m. in the Council Chambers.

SALUTE TO THE FLAG

ROLL CALL

Board Member Cohen arrived at 5:15 p.m., following adjournment of the open session.

Present: 3 - Chair Traci Oberman
Vice Chair Marc Ketzel
Board Member Garry Sellers

Absent: 1 - Board Member Jonathan Cohen

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

MOTION: Chair Oberman moved and Board Member Sellers seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

Yes: 3 - Chair Oberman
Vice Chair Ketzel
Board Member Sellers

No: 0

Absent: 1 - Board Member Cohen

1.A [16-0107](#) Approve the Draft Minutes of the Personnel Board Meeting of
December 11, 2013

- 1.B** [16-0108](#) Approve the 2016 Master Work Plan

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [16-0109](#) Review the Code of Ethics and Conduct for Elected and Appointed Officials

MOTION: Chair Oberman moved and Vice Chair Ketzell seconded the motion to approve the Code of Ethics and Conduct for Elected and Appointed Officials.

Yes: 3 - Chair Oberman
 Vice Chair Ketzell
 Board Member Sellers

No: 0

Absent: 1 - Board Member Cohen

- 3** [16-0110](#) Consider the Selection of Chair and Vice Chair

MOTION: Board Member Sellers moved and Chair Oberman seconded the motion that the current officers remain.

Yes: 3 - Chair Oberman
 Vice Chair Ketzell
 Board Member Sellers

No: 0

Absent: 1 - Board Member Cohen

- 4** [16-0111](#) Consider Employee Suggestion: 14-02 WPCP Grit Washer

Following discussion of the Board regarding the amount of the award, an increase in the proposed award from \$100 to \$250 was recommended.

MOTION: Chair Oberman moved and Board Member Sellers seconded the motion to award \$250 for the employee suggestion.

The motion carried by the following vote:

Yes: 3 - Chair Oberman
 Vice Chair Ketzell
 Board Member Sellers

No: 0

Absent: 1 - Board Member Cohen

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

None.

-Staff Comments

None.

ADJOURNMENT TO CLOSED SESSION

Chair Oberman adjourned the meeting to Closed Session at 5:11 p.m.



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, March 7, 2016

7:00 PM

Library Program Room, Sunnyvale Public
Library, 665 W. Olive Ave., Sunnyvale, CA
94086

CALL TO ORDER

The meeting was called to order at 7:00 p.m.

ROLL CALL

Present: 4 - Chair Jill Shanmugasundaram
Vice Chair Carey Wingyin Lai
Board Member Daniel Bremond
Board Member Mark Isaak
Absent: 1 - Board Member Erika Torres

Council Liaison Glenn Hendricks (absent).

Board Member Bremond moved, and Vice Chair Lai seconded, to excuse Board Member Torres' absence from the March meeting. The motion carried by the following vote:

Yes: 4 - Chair Shanmugasundaram
Vice Chair Lai
Board Member Bremond
Board Member Isaak

No: 0

Absent: 1 - Board Member Torres

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

1 [16-0139](#) Approval of Draft Minutes of December 7, 2015

Vice Chair Lai moved, and Board Member Isaak seconded, approval of the consent calendar as presented. The motion carried by the following vote:

Yes: 3 - Chair Shanmugasundaram
Vice Chair Lai
Board Member Isaak

No: 0

Absent: 1 - Board Member Torres

Abstain: 1 - Board Member Bremond

PUBLIC HEARINGS/GENERAL BUSINESS

2 [16-0140](#) Approval of 2016 Master Work Plan

Director Bojorquez supplied the Board with the work plan calendar for 2016. Chair Shanmugasundaram suggested revising the work plan calendar to reflect February scheduled items being presented at the March meeting. Additional revisions included: canceling the May 2, June 6 and November 7 meetings and scheduling special meetings on June 13 and November 14.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

Board Member Bremond moved, and Board Member Isaak seconded, approval of the 2016 work plan calendar as amended. Motion carried by the following vote:

Yes: 4 - Chair Shanmugasundaram
Vice Chair Lai
Board Member Bremond
Board Member Isaak

No: 0

Absent: 1 - Board Member Torres

3 [16-0141](#) Approval of Library Fee Schedule

Administrative Librarian Steve Sloan provided the Board with an overview of the proposed Library Fee Schedule. Staff is proposing elimination of the \$2.00 replacement library card fee. Neighboring libraries either charge less or have eliminated the fee for replacement of library cards. Removing the fee promotes library usage by removing a potential financial barrier. Staff identified there will not be a significant impact on revenues; however, to partially offset the revenue staff is also proposing to raise the collection agency fee from \$8.95 to \$10.00. This action may result in an estimated \$300 annually.

Chair Shanmugasundaram opened the public hearing, and there being no public

testimonies, closed the public hearing.

Board member Isaak moved, and Vice Chair Lai seconded, approval of the FY 16/17 Fee Schedule as presented. The motion carried by the following vote:

Yes: 4 - Chair Shanmugasundaram
Vice Chair Lai
Board Member Bremond
Board Member Isaak

No: 0

Absent: 1 - Board Member Torres

4 [16-0142](#) Discussion of Day in the District Planning Efforts

Director Bojorquez informed the Board that Pacific Library Partnership is coordinating the annual Day in the District event. Once the event date has been finalized, Library Administration will share the information with the Board. Board Member Bremond, Vice Chair Lai and Chair Shanmugasundaram shared their interest in attending the event. Chair Shanmugasundaram provided a brief overview of the event. The annual day brings library issues to the attention of State Representatives. On that day, librarians, along with Commissioners, Trustees, Friends and other library supporters, will deliver the library message to their Representatives.

Chair Shanmugasundaram opened the public hearing, and there being no public testimonies, closed the public hearing.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

Chair Shanmugasundaram inquired on the status of the Civic Center Modernization Project. Director Bojorquez provided the Board with an overview on the current status.

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

Board Member Isaak mentioned that the Friends of the Sunnyvale Library has formed a Library Foundation Subcommittee.

Board Member Bremond mentioned that the annual Repair Cafe program is scheduled from noon to 4 p.m. on Sunday, April 24 in the Library Program Room.

He provided an overview of the event.

-Staff Comments

Director Bojorquez noted the following:

- At their March 15 meeting, Council will consider two appeals of decision by the Planning Commission: 1) Certifying an Environmental Impact Report and 2) Denying a Use Permit to allow Stratford School at the former Raynor Activity Center.
- The Library periodically reviews its policies to ensure they establish clear, current, and equitable guideline for Library usage. Several key policies are currently under review, covering topics such as public conduct, photography, and service animals. Library staff expect to bring these policies to the Board for review in the near future.
- The Fiction Room, once a quiet study area, has been refurbished with furniture that is functional and flexible for meetings, small Library programs and collaborative projects. The new tables can be easily moved and configured in any number of ways. New sitting and casual reading areas have been created with comfortable and brightly colored chairs.
- The Sunnyvale Public Library's Career Online High School program provides adults with a unique educational opportunity to earn an accredited high school diploma and career certificate online for free. A limited number of scholarships to Sunnyvale adult learners are being offered.
- Board Members are encouraged to attend the Sunnyvale Public Library's 27th Annual Storytelling Festival on Saturday, April 9. The Young Voices in Storytelling will be performing at the festival.
- Community Services Youth and Family Resources will host their Third Annual Child Care Fair on Saturday, March 12, from 11 a.m. - 2 p.m. in the Library Program Room.
- Community Services staff held their annual Summer Camp Fair on Saturday, February 28 and generated approximately \$18,000 in summer camp registrations.
- Articles were distributed.

INFORMATION ONLY ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 7:45 p.m.