



# City of Sunnyvale

## Notice and Agenda

### City Council

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Tuesday, August 23, 2016

5:15 PM

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

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**Special Meeting-Closed Session-5:15 PM | Joint Study Session with Planning  
Commission-6 PM | Regular Meeting-7 PM**

#### **5:15 P.M. SPECIAL COUNCIL MEETING (Closed Session)**

##### **1 Call to Order in the West Conference Room**

##### **2 Roll Call**

##### **3 Public Comment**

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

##### **4 Convene to Closed Session**

[16-0838](#)

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: Public Safety Managers Association  
(PSMA)

Employee organization: Unrepresented Employees

Employee organization: Sunnyvale Employees Association  
(SEA)

##### **5 Adjourn Special Meeting**

#### **6 P.M. SPECIAL COUNCIL MEETING (Joint Study Session with Planning Commission)**

##### **1 Call to Order in the Council Chambers (Open to the Public)**

**2 Roll Call****3 Public Comment****4 Joint Study Session**[16-0688](#)

Draft Environmental Impact Report and Land Use and  
Transportation Element

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

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

**CALL TO ORDER**

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

**SALUTE TO THE FLAG****ROLL CALL****CLOSED SESSION REPORT****PRESENTATION**[16-0060](#)

PRESENTATION - Update from Foothill-De Anza Community  
College District

**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 [16-0067](#) Approve City Council Meeting Minutes of August 9, 2016

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

- 1.B [16-0774](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

- 1.C [16-0622](#) Authorize the Issuance of Purchase Orders for Aggregate Base Materials for the Departments of Environmental Services and Public Works (F16-114)

**Recommendation:** 1) Authorize the issuance of purchase orders for a term of 8/24/16 to 6/30/18 in the amounts of \$286,355 for Public Works purposes and \$184,008 for Environmental Services purposes to Graniterock Company; 2) authorize the issuance of a purchase order for a term of 8/24/16 to 6/30/18 in the amount of \$141,982 to Stevens Creek Quarry; and 3) delegate authority to the City Manager to renew the purchase orders for two additional one-year periods, depending upon available funding and acceptable pricing and service.

- 1.D [16-0781](#) Appoint Ms. Rosanne Foust and Mr. James Ruigomez to the NOVA Workforce Board

**Recommendation:** Appoint Ms. Roseanne Foust and Mr. James Ruigomez to the NOVA Workforce Board.

- 1.E [16-0666](#) Authorize the Issuance of a Blanket Purchase Order for the Purchase of Audiovisual Materials for the Sunnyvale Public Library (F16-144)

**Recommendation:** 1) Authorize the issuance of a blanket purchase order in substantially the same form as Attachment 1 to the report in the amount of \$147,000 to Midwest Tape; and 2) delegate authority to the City Manager to renew the purchase order for two additional one-year periods, not-to-exceed budgeted amounts, provided pricing and service remain acceptable to the City.

- 1.F [16-0759](#) Award of Bid No. PW16-22 for the 2012-13 Sanitary Sewer Main Replacement Phase 3 Project, Make a Finding of California Environmental Quality Act (CEQA) Categorical Exemption and a Finding of Bid Non-responsiveness

**Recommendation:** 1) Make a finding of CEQA categorical exemption pursuant to CEQA guidelines section 15302(c) as it relates to replacement of existing utility systems involving negligible or no expansion of capacity; 2) award a construction contract, in substantially the same form as Attachment 2 to the report and in the amount of \$1,862,072 to Precision Engineering Inc.; 3) approve a 10% construction contingency in the amount of \$186,207; and 4) make a finding of non-responsiveness for the bid received from Bay Pacific Pipelines for failure to acknowledge a City issued addendum.

- 1.G [16-0747](#) Amendment to a FY 2015/16 Agreement for Traffic Signal Maintenance Services and Approve Budget Modification No. 38 (F17-003)

**Recommendation:** Authorize the City Manager to execute an amendment to the FY 2015/16 Agreement with Aegis ITS adding \$108,739 and increasing the not-to-exceed value from \$584,772 to \$693,511, in substantially the same form as Attachment 1 to the report and approve Budget Modification No. 38 for Fiscal Year 2015/16.

- 1.H [16-0761](#) Receive and File the City of Sunnyvale Investment Report - 2nd Quarter 2016

**Recommendation:** Receive and file the City of Sunnyvale FY 2015/16 - Second Quarter 2016 (Period 13) Investment Report (Attachment 1).

- 1.I [16-0749](#) Award of Contract for Design and Construction Support Services for the Maude Avenue Bikeways and Streetscape Project (F16-108) and Approval of Budget Modification No. 5 in the Amount of \$110,000



**Recommendation:** 1) Award a design contract, in substantially the same form as Attachment 1 to the report in an amount not-to-exceed \$206,430 to Kimley-Horn Associates, Inc.; 2) approve a 10% design contingency in the amount of \$20,643; and 3) Approve Budget Modification No. 5 to appropriate \$110,000

- 1.J     [16-0818](#)     Adopt Ordinance No. 3090-16 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone certain properties located between Torrington Drive, Sesame Drive, Vanderbilt Drive and Hollenbeck Avenue from R-1 (Low Density Residential) Zoning District to R-1/S (Low Density Residential/Single-Story) Zoning District

**Recommendation:** Adopt Ordinance No. 3090-16.

- 1.K     [16-0819](#)     Adopt Ordinance No. 3091-16 to Amend Section 19.56.020 of Chapter 19.56 (Alternative Energy Systems) of Title 19 (Zoning) of the Sunnyvale Municipal Code Relating to Impairment of Solar Access by Structures

**Recommendation:** Adopt Ordinance No. 3091-16.

## **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        [16-0754](#)        Informational Report to Council Regarding Twin Pines Fire

**Recommendation:** No Council action is requested at this time. No staff recommendation.

- 3        [16-0657](#)        Introduce an Ordinance Adding Chapter 18.50 to Title 18 (Subdivisions) of the Sunnyvale Municipal Code to Designate the Director of Public Works to Summarily Vacate Any Public Service Easement by Administrative Resolution of Vacation; Adopt a Resolution to Establish a Fee for Filing the Request for Summary Vacation; and Find CEQA Exemption per Guideline 15061(b)(3).

**Recommendation:** Introduce an ordinance adding Chapter 18.50 to Title 18 (Subdivisions) of the Sunnyvale Municipal Code to designate the Director of Public Works Authority to Summarily Vacate Any Public Service Easement by Administrative Resolution of Vacation; Adopt a Resolution to Establish a Fee for Filing the Request for Summary Vacation; and find a CEQA exemption pursuant to CEQA Guidelines Section 15061(b)(3).

- 4      [16-0662](#)      Introduce an Ordinance to Amend Sunnyvale Municipal Code Title 12 Chapter 12.24 (Water & Sewers), Adopt a Resolution to Amend the Fee Schedule to Include Penalties for Water Theft and Unreported Water Consumption from Hydrant Water Meters, and Find that the Actions are Exempt from CEQA

**Recommendation:** Alternative 1: Introduce an Ordinance to Amend Sunnyvale Municipal Code Title 12 Chapter 12.24 (Water & Sewers), Adopt a Resolution to Amend the Fee Schedule to Include Penalties for Water Theft and Unreported Water Consumption from Hydrant Water Meters, and Find that the Actions are Exempt from CEQA.

- 5      [16-0663](#)      Adopt a Resolution to Certify the Programmatic Environmental Impact Report, Make the Findings Required by CEQA, Adopt a Statement of Overriding Considerations and Mitigation Monitoring Program, and Adopt the Water Pollution Control Plant Master Plan for the Sunnyvale Clean Water Program

**Recommendation:** Alternative 1: Adopt the Resolution to Make the Findings Required by CEQA, Adopt a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program, and Certify the Programmatic Environmental Impact Report for the Water Pollution Control Plant Master Plan for the Sunnyvale Clean Water Program, and adopt the Master Plan (Attachment 1 to the report).

- 6      [16-0828](#)      Amend the Salary Resolution for Various Benefits and Language Clarifications for Consistency Among Various Employee Groups

**Recommendation:** Alternative 1: Adopt the Resolution to amend the Salary Resolution for Various Benefits and Language Clarifications for Consistency Among Various Employee Groups

- 7      [16-0786](#)      Approve Memorandum of Understanding between the City of

Sunnyvale and the Public Safety Officers Association 2015-2020 and Resolution to Amend the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category C (Classified Public Safety Officers and Lieutenants) and Pay Plan Category D/E (Public Safety Captains and Public Safety Deputy Chiefs)

**Recommendation:** Alternative 1: Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Public Safety Officers Association, and adopt the Resolution amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category C (PSOA - Classified Public Safety Officers and Lieutenants) and Category D/E (PSMA -Public Safety Captains and Public Safety Deputy Chiefs)

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

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

-Council

-City Manager

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

<a href="#"><u>16-0071</u></a>	Tentative Council Meeting Agenda Calendar
<a href="#"><u>16-0620</u></a>	Information/Action Items
<a href="#"><u>16-0119</u></a>	Boards and Commissions Semi-Annual Attendance Report, January - June 2016 (Information Only)
<a href="#"><u>16-0594</u></a>	Notice of Public Works Director's Decision on Final Maps (Information Only)
<a href="#"><u>16-0396</u></a>	Board/Commission Meeting Minutes

#### **ADJOURNMENT**

#### **NOTICE TO THE PUBLIC**

*The agenda reports to council (RTCs) may be viewed on the City's website at [sunnyvale.ca.gov](http://sunnyvale.ca.gov) after 7 p.m. on Thursdays or at the Sunnyvale Public Library,*

665 W. Olive Ave. as of Fridays prior to Tuesday City Council meetings. Any agenda related writings or documents distributed to members of the City of Sunnyvale City Council regarding any open session item on this agenda will be made available for public inspection in the Office of the City Clerk located at 603 All America Way, Sunnyvale, California during normal business hours and in the Council Chamber on the evening of the Council Meeting, pursuant to Government Code §54957.5. Please contact the Office of the City Clerk at (408) 730-7483 for specific questions regarding the agenda.

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

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

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

*To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" document available at [Presentations.inSunnyvale.com](http://Presentations.inSunnyvale.com).*

#### **Planning to provide materials to Council?**

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

#### **Upcoming Meetings**

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

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



# City of Sunnyvale

## Agenda Item

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**16-0838**

**Agenda Date:** 8/23/2016

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Closed Session held pursuant to California Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Teri Silva, Director of Human Resources; Deanna J. Santana, City Manager

Employee organization: Public Safety Officers Association (PSOA)

Employee organization: Public Safety Managers Association (PSMA)

Employee organization: Unrepresented Employees

Employee organization: Sunnyvale Employees Association (SEA)



# City of Sunnyvale

## Agenda Item

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**16-0688**

**Agenda Date:** 8/23/2016

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Draft Environmental Impact Report and Land Use and Transportation Element



# City of Sunnyvale

## Agenda Item

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**16-0060**

**Agenda Date: 8/23/2016**

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PRESENTATION - Update from Foothill-De Anza Community College District



# City of Sunnyvale

## Agenda Item

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**16-0067**

**Agenda Date: 8/23/2016**

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**SUBJECT**

Approve City Council Meeting Minutes of August 9, 2016

**RECOMMENDATION**

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





# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, August 9, 2016

5:00 PM

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

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**Special Meeting: Study Session-5 PM | Joint Study Session with Planning  
Commission-6 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)**

Vice Mayor Larsson called the meeting to order at 5:02 p.m. in the West Conference Room.

#### **2 Roll Call**

**Present:** 6 - Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Tara Martin-Milius  
Councilmember Pat Meyering  
Councilmember Jim Davis

#### **3 Public Comment**

#### **4 Study Session**

[16-0427](#) Civic Center Modernization Master Plan Update

#### **5 Adjourn Special Meeting**

Vice Mayor Larsson adjourned the meeting at 6:05 p.m.

### **6 P.M. SPECIAL COUNCIL MEETING (Joint Study Session with Planning Commission)**

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

Vice Mayor Larsson called the meeting to order at 6:05 p.m. in the West Conference Room. The meeting was relocated to the Council Chambers.

#### **2 Roll Call**

**Present:** 6 - Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Tara Martin-Milius  
Councilmember Pat Meyering  
Councilmember Jim Davis

Councilmember Meyering arrived at 6:23 p.m.

Planning Commission:

**Present:** 4 - Chair Harrison  
Commissioner Klein  
Commissioner Melton  
Commissioner Weiss

**Absent:** 3 - Vice Chair Rheaume  
Commissioner Olevson  
Commissioner Simons

### **3 Public Comment**

### **4 Joint Study Session**

[16-0617](#) Peery Park Specific Plan

### **5 Adjourn Special Meeting**

Vice Mayor Larsson adjourned the meeting at 6:54 p.m.

### **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:** 6 - Mayor Glenn Hendricks  
Vice Mayor Gustav Larsson  
Councilmember Jim Griffith  
Councilmember Tara Martin-Milius  
Councilmember Pat Meyering  
Councilmember Jim Davis

## **PRESENTATION**

[16-0686](#) County Presentation - New Cold Weather Shelter Facility at  
999 Hamlin Court, Sunnyvale (Information Only)

Bob Dolci, Housing and Homeless Concerns Coordinator, provided a report and PowerPoint presentation. Director of Public Works Manuel Pineda provided additional information.

## **ORAL COMMUNICATIONS**

Mayor Hendricks stated school starts next Monday and reminded everyone to drive carefully.

Councilmember Griffith announced Board and Commission vacancies and an upcoming application deadline.

Ron Banks spoke in support of rent control or stabilization for mobile home parks.

## **CONSENT CALENDAR**

Councilmember Meyering pulled Consent Calendar Items 1.A, 1.B and 1.C.

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

The motion carried by the following vote:

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

**No:** 0

**1.A** [16-0763](#) Approve City Council Meeting Minutes of July 26, 2016

Public Hearing opened at 9:16 p.m.

No speakers.

Public Hearing closed at 9:16 p.m.

MOTION: Councilmember Meyering moved to amend the minutes beginning on page 2 regarding item 16-0741 to indicate that the topics discussed during the meeting included housing in Sunnyvale, the Climate Action Plan, 2020 emissions reductions, and City technology and software applications to respond to public requests for documents.

The motion died due to lack of a second.

MOTION: Councilmember Meyering moved to amend the minutes on page 5, Item 1.A, to state that Mayor Hendricks said he was allowing a conditional speaker card for Mr. Melton where Mr. Melton wished to speak only if Meyering spoke on the item.

The motion died due to lack of a second.

MOTION: Councilmember Meyering moved to deny the minutes until a summary of the positions expressed by dissenting votes are included.

The motion died due to lack of a second.

MOTION: Vice Mayor Larsson moved and Councilmember Martin-Milius seconded the motion to approve the City Council Meeting Minutes of July 26, 2016 as submitted.

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

**1.B**      [16-0729](#)      Approve the List(s) of Claims and Bills Approved for Payment  
by the City Manager

Public Hearing opened at 9:16 p.m.

No speakers.

Public Hearing closed at 9:16 p.m.

MOTION: Councilmember Meyering moved to deny payment of the claims until

Councilmembers are provided copies of bills upon request.  
The motion died due to lack of a second.

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:** 5 - Mayor Hendricks  
Vice Mayor Larsson  
Councilmember Griffith  
Councilmember Martin-Milius  
Councilmember Davis  
**No:** 1 - Councilmember Meyering

**1.C**      [16-0764](#)      Amend the Employment Agreement between the City of Sunnyvale and City Attorney John A. Nagel

Prior to consideration of this item, City Attorney John Nagel left the room.

Public Hearing opened at 7:30 p.m.  
No speakers.  
Public Hearing closed at 7:30 p.m.

MOTION: Councilmember Davis moved and Councilmember Griffith seconded the motion to approve increasing the City Attorney's salary to 97.06% of the control point for an annual salary of \$216,122 effective July 17, 2016.

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

Following action on Item 1.C, City Attorney Nagel returned to the room.

**1.D**      [16-0723](#)      Approve Restated Silicon Valley Regional Interoperability Authority Joint Powers Agreement to Accommodate Santa

Clara Valley Transportation Authority as an Additional Member

Authorize the City Manager to execute the Restated Joint Powers Agreement for the Silicon Valley Regional Interoperability Authority Joint Powers Agreement to Accommodate Santa Clara Valley Transportation Authority as an Additional Member.

**PUBLIC HEARINGS/GENERAL BUSINESS**

- 2      [16-0783](#)      Adopt a Resolution Confirming the Report and Assessment List for Unpaid Administrative Citations to be Placed on the FY 2016/17 County of Santa Clara Property Tax Roll (Continued from July 26, 2016)

Director of Finance Tim Kirby provided the staff report. Neighborhood Preservation Manager Christy Gunvalsen, City Attorney Nagel and City Manager Deanna Santana provided additional information.

Public Hearing opened at 7:43 p.m.

George Sarkisian provided information regarding code enforcement issues.

Public Hearing closed at 7:48 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Davis seconded the motion to approve Alternative 1: Adopt a resolution confirming the Report and Assessment List for unpaid administrative fines to be placed on the FY 2016/17 County of Santa Clara Property Tax Roll.

AMENDMENT: Councilmember Meyering moved to amend the motion to include a requirement that the items not be placed on the property tax roll until after the City obtains a Superior Court judgment against the claimed obligor.  
The motion died due to a lack of second.

The main motion carried by the following vote:

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

**No:** 1 - Councilmember Meyering

- 3      [16-0769](#)      File #: 2016-7234

Location: 657-661 Vanderbilt Drive (APNs 202-07-001 through 202-07-002), 1188-1197 East Vanderbilt Court (202-07-003 through 202-07-008), 1190-1199 West Vanderbilt Court (202-07-009 through 202-07-014 ), 1176-1198 Hollenbeck (202-07-015 through 202-07-021), 1156-1168 Regia (202-07-22 through 202-07-028), 1154 -1170 Ribier (202-07-029 through 202-07-036), 662 Torrington (202-07-037) 1153-1193 Sesame (202-07-038 through 202-07-045)

Zoning: R-1

Proposed Project: Introduction of Ordinance to Rezone 45 contiguous single family home lots from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story)

Applicant / Owner: John Sullivan (plus multiple owners)

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) (a general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the activity is not subject to CEQA).

Mayor Hendricks announced he lives in an Eichler single-story overlay near this neighborhood, and grew up close to the proposed district but he believes he can render an impartial decision on the item.

Director of Community Development Trudi Ryan provided the staff report.

Public Hearing opened at 7:55 p.m.

Michelle Sullivan on behalf of her husband, Applicant John Sullivan, requested approval of the application.

Don Buck spoke in support of a single story overlay rezone.

Joe Ragey spoke in support of approval of the rezone.

Michelle Sullivan on behalf of her husband, Applicant John Sullivan, provided closing remarks.

Public Hearing closed at 8:05 p.m.

MOTION: Vice Mayor Larsson moved and Councilmember Martin-Milius seconded the motion to approve Alternatives 1 and 2: 1) Find the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305 and 15061b)(3); and, 2) Introduce an Ordinance to Rezone 45 contiguous single family home lots from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single Story).

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 Meyering  
Councilmember Davis

**No:** 0

**4**      [16-0670](#)      Discuss Status and Provide Direction Related to Financing Options for the Silicon Valley Clean Energy Authority (SVCEA)

Regulatory Programs Division Manager Melody Tovar and Director of Finance Tim Kirby provided the staff report. City Manager Deanna Santana and City Attorney Nagel provided additional information.

Public Hearing opened at 8:36 p.m.

No speakers.

Public Hearing closed at 8:36 p.m.

MOTION: Councilmember Martin-Milius moved and Vice Mayor Larsson seconded the motion to approve Alternatives 1 and 2: 1) Provide staff with feedback on the recommended options for supporting SVCEA's financing needs; and 2) Provide direction to City Manager with respect to negotiating an agreement to provide either a direct loan to or loan guaranty for SVCEA.

City Attorney Nagel stated no formal action is necessary but clarified that the general direction of Council is that negotiating a guaranty is the preferred action and the issue of how that might be secured will be brought back to Council.

At the request of Councilmember Meyering, Mayor Hendricks clarified that the motion is Alternatives 1 and 2 with direction that the City Manager might already



have with respect to negotiating an agreement, to provide either a direct loan or a loan guaranty of up to \$1.3 million.

The motion carried by the following vote:

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

**No:** 0

- 5**      [16-0766](#)      Introduce an Ordinance to Amend Chapter 19.56 (Alternative Energy Systems) of the Sunnyvale Municipal Code related to the Solar Access Requirements Study Issue (2016-7279), and Find that the Action is Exempt from CEQA

City Manager Santana provided introductory remarks. Principal Planner Amber Blizinski provided the staff report. Director of Community Development Trudi Ryan provided additional information.

Public Hearing opened at 8:58 p.m.

Maria Hamilton spoke in support of Alternative 1 and a study issue regarding a solar input and natural light accessibility ordinance.

Zachary Kaufman suggested a change to the wording of the ordinance in Section 1(a) to include “every adjacent” or “all adjacent properties.”

Public Hearing closed at 9:05 p.m.

MOTION: Councilmember Martin-Milius moved and Vice Mayor Larsson seconded the motion to approve Alternative 1: Introduce an Ordinance to Amend Chapter 19.56 (Alternative Energy Systems) of the Sunnyvale Municipal Code related to solar access requirements, as stated and redlined in the materials.

City Clerk Kathleen Franco Simmons read the ordinance title.

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

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

Councilmember Martin-Milius reported her attendance at a meeting of the Executive Committee Silicon Valley Clean Energy Authority.

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

#### **-Council**

Vice Mayor Larsson reported an article in the Mountain View Voice regarding affordable housing in the region.

Councilmember Meyering inquired about Chromium-6 in City water wells. City Manager Santana stated she would respond via the City Manager's Bi-weekly Report.

#### **-City Manager**

City Manager Santana reported her attendance at a meeting with school district superintendents and their interest in reinstating quarterly meetings with Council liaisons.

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

<a href="#">16-0760</a>	Tentative Council Meeting Agenda Calendar
<a href="#">16-0619</a>	Information/Action Items
<a href="#">16-0765</a>	Study Session Summary of June 28, 2016 - Mobile Home Park Policies
<a href="#">16-0705</a>	Board/Commission Meeting Minutes

### **ADJOURNMENT**

Mayor Hendricks adjourned the meeting at 9:20 p.m.



# City of Sunnyvale

## Agenda Item

16-0774

Agenda Date: 8/23/2016

### 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
827	07-24-16 through 07-30-16	\$3,427,506.91
828	07-31-16 through 08-06-16	\$1,428,567.79

#### **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, 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

8/8/2016

City of Sunnyvale

**LIST # 827**

Page 1

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 7/24/2016 through 7/30/2016**

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx7406	7/28/16	AIMEE FOSBENNER	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	258.21	0.00	258.21	<b>\$258.21</b>
xxx7407	7/28/16	ALEX MICHAELIS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7408	7/28/16	ANNABEL YURUTUCU	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	539.34	0.00	539.34	<b>\$539.34</b>
xxx7409	7/28/16	BYRON K PIPKIN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,031.03	0.00	1,031.03	<b>\$1,031.03</b>
xxx7410	7/28/16	CATHY E MERRILL	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	258.21	0.00	258.21	<b>\$258.21</b>
xxx7411	7/28/16	CATHY HAYNES	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,317.77	0.00	1,317.77	<b>\$1,317.77</b>
xxx7412	7/28/16	CHARLES J SCHWABE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7413	7/28/16	CHRIS CARRION	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	734.97	0.00	734.97	<b>\$734.97</b>
xxx7414	7/28/16	CORYN CAMPBELL	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	346.56	0.00	346.56	<b>\$346.56</b>
xxx7415	7/28/16	DAN HAMMONS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,274.39	0.00	1,274.39	<b>\$1,274.39</b>
xxx7416	7/28/16	DAVID A LEWIS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,020.57	0.00	1,020.57	<b>\$1,020.57</b>
xxx7417	7/28/16	DAVID KAHN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	867.84	0.00	867.84	<b>\$867.84</b>
xxx7418	7/28/16	DAVID L NIETO	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7419	7/28/16	DAVID L VERBRUGGE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	<b>\$1,884.10</b>
xxx7420	7/28/16	DAVID M GOTT	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	346.56	0.00	346.56	<b>\$346.56</b>
xxx7421	7/28/16	DEE SCHABOT	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,274.39	0.00	1,274.39	<b>\$1,274.39</b>
xxx7422	7/28/16	DON JOHNSON	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	492.65	0.00	492.65	<b>\$492.65</b>

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xxx7423	7/28/16	DONALD R OLSEN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7424	7/28/16	DONNA A SCOTT	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7425	7/28/16	ENCARNACION HERNANDEZ	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	233.72	0.00	233.72	<b>\$233.72</b>
xxx7426	7/28/16	ERWIN YOUNG	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,052.90	0.00	1,052.90	<b>\$1,052.90</b>
xxx7427	7/28/16	ESTRELLA AGRAVIADOR KAWCZYNSKI	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	172.23	0.00	172.23	<b>\$172.23</b>
xxx7428	7/28/16	EUGENE J WADDELL	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,091.71	0.00	1,091.71	<b>\$1,091.71</b>
xxx7429	7/28/16	FRANK CURTIS BLACK	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	551.77	0.00	551.77	<b>\$551.77</b>
xxx7430	7/28/16	FRANK P BELLUCCI	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7431	7/28/16	GABRIEL A SILVA	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7432	7/28/16	GARY K CARLS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	406.77	0.00	406.77	<b>\$406.77</b>
xxx7433	7/28/16	GARY LUEBBERS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	346.56	0.00	346.56	<b>\$346.56</b>
xxx7434	7/28/16	GLENN FORTIN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	<b>\$641.03</b>
xxx7435	7/28/16	GREGORY E KEVIN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	<b>\$641.03</b>
xxx7436	7/28/16	HIRA L RAINA	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	406.77	0.00	406.77	<b>\$406.77</b>
xxx7437	7/28/16	IRWIN I BAKIN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7438	7/28/16	JAMES A BRICE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7439	7/28/16	JAMES BOUZIANE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	635.01	0.00	635.01	<b>\$635.01</b>
xxx7440	7/28/16	JAMES R RAND	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>

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xxx7441	7/28/16	JAMES WEBB JR	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	285.73	0.00	285.73	<b>\$285.73</b>
xxx7442	7/28/16	JEROME P AMMERMAN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	734.97	0.00	734.97	<b>\$734.97</b>
xxx7443	7/28/16	JERRY D BAKER	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7444	7/28/16	JERRY RONDEAU	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7445	7/28/16	JOHN ADDEO	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7446	7/28/16	JOHN DEBATTISTA	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	734.97	0.00	734.97	<b>\$734.97</b>
xxx7447	7/28/16	JOHN HOWE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	539.34	0.00	539.34	<b>\$539.34</b>
xxx7448	7/28/16	JOHN S WITTHAUS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	<b>\$1,884.10</b>
xxx7449	7/28/16	KAREN D WILLES	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7450	7/28/16	KAREN L DAVIS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	131.30	0.00	131.30	<b>\$131.30</b>
xxx7451	7/28/16	KAREN WOBLESKY	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,020.57	0.00	1,020.57	<b>\$1,020.57</b>
xxx7452	7/28/16	KATHERINE B CHAPPELEAR	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7453	7/28/16	KATHRYN BERRY	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,274.39	0.00	1,274.39	<b>\$1,274.39</b>
xxx7454	7/28/16	KELLY FITZGERALD	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	<b>\$641.03</b>
xxx7455	7/28/16	KELLY MENEHAN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	131.30	0.00	131.30	<b>\$131.30</b>
xxx7456	7/28/16	KENNETH C HOWELL	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7457	7/28/16	KLAUS DAEHNE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	764.63	0.00	764.63	<b>\$764.63</b>
xxx7458	7/28/16	LELAND W VANDIVER	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>

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xxx7459	7/28/16	MARIO R NAPPI	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7460	7/28/16	MARK G PETERSEN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,554.13	0.00	1,554.13	<b>\$1,554.13</b>
xxx7461	7/28/16	MARK STIVERS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,031.03	0.00	1,031.03	<b>\$1,031.03</b>
xxx7462	7/28/16	MARVIN A ROSE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	<b>\$1,884.10</b>
xxx7463	7/28/16	MICHAEL A CHAN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	<b>\$1,884.10</b>
xxx7464	7/28/16	MICHAEL CURRAN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	518.45	0.00	518.45	<b>\$518.45</b>
xxx7465	7/28/16	MICHAEL N JONES	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7466	7/28/16	MYRIAM CASTANEDA	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,072.90	0.00	1,072.90	<b>\$1,072.90</b>
xxx7467	7/28/16	NANCY BOLGARD STEWARD	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,020.57	0.00	1,020.57	<b>\$1,020.57</b>
xxx7468	7/28/16	NANCY F JACKSON	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7469	7/28/16	OSCAR J BARBA	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7470	7/28/16	PATRICIA E CASTILLO	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7471	7/28/16	RAE BARBARA WALDMAN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7472	7/28/16	RAYMOND C WILLIAMSON	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7473	7/28/16	RICHARD C GURNEY	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	539.34	0.00	539.34	<b>\$539.34</b>
xxx7474	7/28/16	ROBERT PATERNOSTER	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	316.98	0.00	316.98	<b>\$316.98</b>
xxx7475	7/28/16	ROMOLA GEORGIA	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7476	7/28/16	RONALD DALBA	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	<b>\$641.03</b>

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xxx7477	7/28/16	SCOTT MORTON	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,182.85	0.00	1,182.85	<b>\$1,182.85</b>
xxx7478	7/28/16	SILVIA MARTINS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,274.39	0.00	1,274.39	<b>\$1,274.39</b>
xxx7479	7/28/16	SIMON C LEMUS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,554.13	0.00	1,554.13	<b>\$1,554.13</b>
xxx7480	7/28/16	SONJA GUPTE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7481	7/28/16	STEVEN D PIGOTT	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	591.67	0.00	591.67	<b>\$591.67</b>
xxx7482	7/28/16	TAMMY PARKHURST	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	346.56	0.00	346.56	<b>\$346.56</b>
xxx7483	7/28/16	THEODORE R BRESLER	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7484	7/28/16	THERESE BALBO	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	944.69	0.00	944.69	<b>\$944.69</b>
xxx7485	7/28/16	THOMAS A BAISLEY	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7486	7/28/16	TIM CARLYLE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	<b>\$641.03</b>
xxx7487	7/28/16	TIM JOHNSON	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	641.03	0.00	641.03	<b>\$641.03</b>
xxx7488	7/28/16	TONY J PEREZ	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	518.45	0.00	518.45	<b>\$518.45</b>
xxx7489	7/28/16	WILLIAM BIELINSKI	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	492.65	0.00	492.65	<b>\$492.65</b>
xxx7490	7/28/16	WILLIAM F POWERS	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx7491	7/28/16	WILLIAM L DISQUE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	536.22	0.00	536.22	<b>\$536.22</b>
xxx282862	7/26/16	ABILITIES UNITED INC	2	Outside Group Funding	5,000.00	0.00	5,000.00	<b>\$5,000.00</b>
xxx282863	7/26/16	ABODE SERVICES	TBRA2015/16-6	Contracts/Service Agreements	2,669.70	0.00	2,669.70	<b>\$29,366.70</b>
			TBRA2015/16-6	Outside Group Funding	26,697.00	0.00	26,697.00	
xxx282864	7/26/16	ACUSHNET CO	300079092	Inventory Purchase	-1,405.00	0.00	-1,405.00	<b>\$13,227.22</b>
			902771868	Inventory Purchase	1,240.82	0.00	1,240.82	



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			902771870	Inventory Purchase	757.32	0.00	757.32	
			902771872	Inventory Purchase	2,996.88	0.00	2,996.88	
			902778430	Inventory Purchase	300.00	6.00	294.00	
			902788309	Inventory Purchase	2,030.11	39.72	1,990.39	
			902788310	Inventory Purchase	856.04	16.68	839.36	
			902788311	Inventory Purchase	410.11	7.92	402.19	
			902796183	Inventory Purchase	1,610.16	31.20	1,578.96	
			902800485	Inventory Purchase	252.44	5.00	247.44	
			902800486	Inventory Purchase	179.00	3.36	175.64	
			902800487	Inventory Purchase	325.93	6.36	319.57	
			902812067	Inventory Purchase	1,995.70	136.92	1,858.78	
			902812354	Inventory Purchase	752.43	0.00	752.43	
			902812355	Inventory Purchase	448.34	0.00	448.34	
			902824221	Inventory Purchase	110.00	2.20	107.80	
			902824222	Inventory Purchase	635.00	12.70	622.30	
xxx282866	7/26/16	AD CLUB	279430	Advertising Services	465.00	0.00	465.00	<b>\$465.00</b>
xxx282867	7/26/16	ALPINE AWARDS INC	5510264	Clothing, Uniforms & Access	2,085.33	0.00	2,085.33	<b>\$6,452.18</b>
			5510722	Clothing, Uniforms & Access	374.08	0.00	374.08	
			5510722	Customized Products	3,320.12	0.00	3,320.12	
			5511175	Special Events	408.08	0.00	408.08	
			5511176	Customized Products	264.57	0.00	264.57	
xxx282869	7/26/16	ALTA PLANNING + DESIGN INC	00-2015-306-6	Professional Services	1,750.00	0.00	1,750.00	<b>\$21,690.00</b>
			00-2016-167-1	Consultants	19,940.00	0.00	19,940.00	
xxx282870	7/26/16	AMERICAN FIDELITY ADMINISTRATIVE SVCS	13145	Professional Services	531.00	0.00	531.00	<b>\$404.21</b>
			13997	Professional Services	-126.79	0.00	-126.79	
xxx282871	7/26/16	AON RISK INSURANCE SERVICES WEST INC	8200000209900	Insurances - Fidelity	2,750.00	0.00	2,750.00	<b>\$2,750.00</b>
xxx282872	7/26/16	APPLEONE EMPLOYMENT SERVICES	01-4108149	Contracts/Service Agreements	1,807.96	0.00	1,807.96	<b>\$5,758.28</b>
			01-4116966	Contracts/Service Agreements	2,110.64	0.00	2,110.64	
			01-4117005	Contracts/Service Agreements	1,026.80	0.00	1,026.80	
			01-4125238	Contracts/Service Agreements	61.80	0.00	61.80	

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			04-4125238	Contracts/Service Agreements	751.08	0.00	751.08	
xxx282874	7/26/16	ARISTATEK INC	20160714-03	Software Licensing & Support	5,969.00	0.00	5,969.00	<b>\$5,969.00</b>
xxx282875	7/26/16	BADGER METER INC	80006751	Contracts/Service Agreements	10,020.00	0.00	10,020.00	<b>\$10,020.00</b>
xxx282876	7/26/16	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0005727986	Advertising Services	273.00	0.00	273.00	<b>\$1,122.00</b>
			0005727996	Advertising Services	399.00	0.00	399.00	
			0005736819	Advertising Services	136.50	0.00	136.50	
			0005736819-617	Advertising Services	136.50	0.00	136.50	
			0005744807	Advertising Services	177.00	0.00	177.00	
xxx282877	7/26/16	BAY COUNTIES WASTE SERVICES	020552	Recycling Services	14,035.14	0.00	14,035.14	<b>\$32,457.61</b>
			020553	Recycling Services	18,422.47	0.00	18,422.47	
xxx282878	7/26/16	BAYRICS JOINT POWERS AUTHORITY	2016-001-012	Contracts/Service Agreements	1,750.00	0.00	1,750.00	<b>\$1,750.00</b>
xxx282879	7/26/16	BRIDGESTONE GOLF INC	1002522663	Inventory Purchase	498.72	28.84	469.88	<b>\$1,469.55</b>
			1002522760	Inventory Purchase	1,061.76	62.09	999.67	
xxx282880	7/26/16	CSG CONSULTANTS INC	7047	Consultants	7,830.00	0.00	7,830.00	<b>\$39,958.75</b>
			7840	Consultants	15,303.75	0.00	15,303.75	
			8065	Consultants	11,400.00	0.00	11,400.00	
			8094	Miscellaneous Services	5,425.00	0.00	5,425.00	
xxx282881	7/26/16	CALIFORNIA DEPARTMENT OF JUSTICE	172803	Software As a Service	1,876.98	0.00	1,876.98	<b>\$1,876.98</b>
xxx282882	7/26/16	CALIFORNIA DEPT OF GENERAL SERVICES	1410033	Utilities - Gas	13,379.77	0.00	13,379.77	<b>\$13,379.77</b>
xxx282883	7/26/16	CENTURY GRAPHICS	44769	Materials - Land Improve	325.71	0.00	325.71	<b>\$325.71</b>
xxx282884	7/26/16	CHALLENGE WORKS INC	2883	Facilities Maint & Repair - Labor	861.91	0.00	861.91	<b>\$861.91</b>
xxx282885	7/26/16	CHANG TAI DO KARATE & FITNESS	2016-03	Rec Instructors/Officials	4,080.68	0.00	4,080.68	<b>\$4,080.68</b>
xxx282886	7/26/16	CLAY PLANET	217057	General Supplies	19.03	0.00	19.03	<b>\$19.03</b>
xxx282887	7/26/16	COAST PERSONNEL SERVICES INC	243345	Contracts/Service Agreements	435.24	0.00	435.24	<b>\$1,499.16</b>
			243346	Contracts/Service Agreements	1,063.92	0.00	1,063.92	
xxx282888	7/26/16	CORIX WATER PRODUCTS (US) INC	17613015965	Water Meters	73.74	0.00	73.74	<b>\$185.91</b>
			17613018198	Construction Services	112.17	0.00	112.17	
xxx282889	7/26/16	COUNTY OF SANTA CLARA OFC OF THE SHERIFF	1800053314	Prisoner Transport	421.60	0.00	421.60	<b>\$421.60</b>
xxx282890	7/26/16	COUNTY OF SANTA CLARA PROBATION DEPT	1800049593	Contracts/Service Agreements	28,296.90	0.00	28,296.90	<b>\$100,147.00</b>
			1800051203	Contracts/Service Agreements	24,808.96	0.00	24,808.96	

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			1800052571	Contracts/Service Agreements	29,227.54	0.00	29,227.54	
			1800053360	Contracts/Service Agreements	17,813.60	0.00	17,813.60	
xxx282891	7/26/16	CROP PRODUCTION SERVICES INC	30620384	Materials - Land Improve	870.00	0.00	870.00	<b>\$1,482.81</b>
			30757459	Materials - Land Improve	612.81	0.00	612.81	
xxx282892	7/26/16	DANCE FORCE LLC	1106	Rec Instructors/Officials	4,354.80	0.00	4,354.80	<b>\$4,354.80</b>
xxx282893	7/26/16	DEBRA CHROMCZAK	41	Consultants	337.50	0.00	337.50	<b>\$337.50</b>
xxx282894	7/26/16	DELL MARKETING LP	XJXJ19DF3	General Supplies	22,293.51	0.00	22,293.51	<b>\$95,730.12</b>
			XJXJ9WT26	General Supplies	48,640.38	0.00	48,640.38	
			XJXK63N13	Computer Hardware	16,864.62	0.00	16,864.62	
			XJXR7MDR6	Computer Hardware	6,693.61	0.00	6,693.61	
			XJXX91TN1	Computer Hardware	675.19	0.00	675.19	
			XK124R359	Computer Hardware	562.81	0.00	562.81	
xxx282895	7/26/16	DERONE ENTERPRISES	51897	Misc Equip Maint & Repair - Materials	833.67	0.00	833.67	<b>\$833.67</b>
xxx282896	7/26/16	DUNKINWORKS	1835	Training and Conferences	450.00	0.00	450.00	<b>\$450.00</b>
xxx282898	7/26/16	EBSCO INFORMATION SERVICES	0084993	Library Periodicals/Databases	11.02	0.00	11.02	<b>\$11.02</b>
xxx282899	7/26/16	EDELMAN CORP	4983	Miscellaneous Services	190.00	0.00	190.00	<b>\$190.00</b>
xxx282900	7/26/16	ELIOT WEBER	050216PURCHA	DED Services/Training - Books	68.17	0.00	68.17	<b>\$68.17</b>
			SE					
xxx282901	7/26/16	ESBRO	25374	Chemicals	704.48	0.00	704.48	<b>\$3,908.64</b>
			26442	Chemicals	1,015.51	0.00	1,015.51	
			26817	Chemicals	1,080.70	0.00	1,080.70	
			27126	Chemicals	1,107.95	0.00	1,107.95	
xxx282902	7/26/16	FEDERAL EXPRESS CORP	5-467-59837	Water Meters	78.67	0.00	78.67	<b>\$78.67</b>
xxx282903	7/26/16	FIRE & RISK ALLIANCE LLC	132-001-01	Miscellaneous Services	18,901.44	0.00	18,901.44	<b>\$18,901.44</b>
xxx282904	7/26/16	FITGUARD INC	0000114768	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	<b>\$190.00</b>
			0000114769	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	
xxx282905	7/26/16	FULL COMPASS SYSTEMS LTD	INC00204439	Miscellaneous Equipment	91.73	0.00	91.73	<b>\$91.73</b>
xxx282906	7/26/16	GARDA	10216928	Financial Services	2,975.32	0.00	2,975.32	<b>\$2,975.32</b>
xxx282907	7/26/16	GOLDEN GATE PETROLEUM	683070	Inventory Purchase	5,167.67	0.00	5,167.67	<b>\$5,167.67</b>
xxx282908	7/26/16	GORILLA METALS	185911	Materials - Land Improve	85.63	0.00	85.63	<b>\$85.63</b>
xxx282909	7/26/16	GRANICUS INC	77884	Software As a Service	960.00	0.00	960.00	<b>\$960.00</b>

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xxx282910	7/26/16	H T HARVEY & ASSOC	42478	Miscellaneous Services	4,122.51	0.00	4,122.51	<b>\$4,122.51</b>
xxx282911	7/26/16	HORIZON DISTRIBUTORS INC	1Y207366	Materials - Land Improve	193.90	0.00	193.90	<b>\$193.90</b>
xxx282912	7/26/16	HUMANE SOCIETY SILICON VALLEY	76538	Contracts/Service Agreements	56,012.00	0.00	56,012.00	<b>\$56,012.00</b>
xxx282913	7/26/16	HYDROSCIENCE ENGINEERS INC	262001072	Professional Services	350.00	0.00	350.00	<b>\$1,505.00</b>
			262013023	Professional Services	1,155.00	0.00	1,155.00	
xxx282914	7/26/16	IBM CORP	7603033	Hardware Maintenance	16,172.61	0.00	16,172.61	<b>\$16,172.61</b>
xxx282915	7/26/16	ICE CENTER OF CUPERTINO	727-P2	Rec Instructors/Officials	1,375.00	0.00	1,375.00	<b>\$3,604.00</b>
			CAMP-PI	Rec Instructors/Officials	1,125.00	0.00	1,125.00	
			MAY2	Rec Instructors/Officials	1,104.00	0.00	1,104.00	
xxx282916	7/26/16	IMPERIAL SPRINKLER SUPPLY	2610377-00	Materials - Land Improve	48.07	0.00	48.07	<b>\$449.36</b>
			2645322-00	Electrical Parts & Supplies	401.29	0.00	401.29	
xxx282917	7/26/16	INDEPENDENT ELECTRIC SUPPLY INC	S102830737.001	Materials - Land Improve	93.11	0.00	93.11	<b>\$93.11</b>
xxx282918	7/26/16	INFORMATION SERVICES DEPT	ISD-38376	Software As a Service	1,783.20	0.00	1,783.20	<b>\$1,783.20</b>
xxx282919	7/26/16	INFOSEND INC	107455	Mailing & Delivery Services	1,236.70	0.00	1,236.70	<b>\$5,651.87</b>
			107456	Postage	2,490.99	0.00	2,490.99	
			107829	Financial Services	1,924.18	0.00	1,924.18	
xxx282920	7/26/16	INFRASTRUCTURE ENGINEERING CORP	8843	Engineering Services	4,464.50	0.00	4,464.50	<b>\$7,772.00</b>
			8899	Engineering Services	3,307.50	0.00	3,307.50	
xxx282921	7/26/16	INTERMOUNTAIN SLURRY SEAL INC	SLRRYSEAL16# R	Construction Project Contract Retainage	23,225.88	0.00	23,225.88	<b>\$23,225.88</b>
xxx282922	7/26/16	INTERSTATE SALES	13262	Materials - Land Improve	4,456.58	0.00	4,456.58	<b>\$4,456.58</b>
xxx282923	7/26/16	IPSWITCH INC	IN578877	Software Licensing & Support	2,540.13	0.00	2,540.13	<b>\$2,540.13</b>
xxx282924	7/26/16	JEFFERSON UNION HIGH SCHOOL DISTRICT	MAY2016	Contracts/Service Agreements	19,428.19	0.00	19,428.19	<b>\$19,428.19</b>
xxx282925	7/26/16	KIDZ LOVE SOCCER	2016SP-A15A	Rec Instructors/Officials	12,076.80	0.00	12,076.80	<b>\$19,296.36</b>
			2016SV115	Rec Instructors/Officials	7,219.56	0.00	7,219.56	
xxx282926	7/26/16	KIMLEY HORN & ASSOC INC	7584249	Consultants	12,535.00	0.00	12,535.00	<b>\$12,535.00</b>
xxx282927	7/26/16	KOHLWEISS AUTO PARTS INC	01OW8788	Inventory Purchase	16.19	0.32	15.87	<b>\$1,273.49</b>
			01OW9176	Inventory Purchase	1,283.29	25.67	1,257.62	
xxx282928	7/26/16	L N CURTIS & SONS INC	INV35281	Clothing, Uniforms & Access	305.78	0.00	305.78	<b>\$305.78</b>
xxx282929	7/26/16	LANDCARE USA LLC	8109203	Services Maintain Land Improv	1,500.00	0.00	1,500.00	<b>\$1,985.00</b>
			8115935	Services Maintain Land Improv	485.00	0.00	485.00	

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xxx282930	7/26/16	LAW FOUNDATION OF SILICON VALLEY	FH2015/16-4	Contracts/Service Agreements	3,016.68	0.00	3,016.68	<b>\$3,016.68</b>
xxx282931	7/26/16	LEXISNEXIS RISK SOLUTIONS	1409790-160630	Financial Services	130.00	0.00	130.00	<b>\$130.00</b>
xxx282932	7/26/16	LIEBERT CASSIDY WHITMORE	1424192	Legal Services	378.00	0.00	378.00	<b>\$567.00</b>
			1424193	Legal Services	189.00	0.00	189.00	
xxx282933	7/26/16	LIFETIME TENNIS INC	1020	Rec Instructors/Officials	2,856.00	0.00	2,856.00	<b>\$2,856.00</b>
xxx282934	7/26/16	LORI NEUMANN	LN2016MAY	Rec Instructors/Officials	972.00	0.00	972.00	<b>\$972.00</b>
xxx282935	7/26/16	MAD SCIENCE OF THE BAY AREA	19844	Rec Instructors/Officials	3,646.50	0.00	3,646.50	<b>\$6,630.00</b>
			19867	Rec Instructors/Officials	2,983.50	0.00	2,983.50	
xxx282936	7/26/16	MEDIWASTE DISPOSAL LLC	0000016645	HazMat Disposal - Pharmaceutical Waste	120.00	0.00	120.00	<b>\$120.00</b>
xxx282937	7/26/16	MIKE DAVIS LANDSCAPE SERVICES	1014	Services Maintain Land Improv	2,003.00	0.00	2,003.00	<b>\$2,003.00</b>
xxx282938	7/26/16	MISSION ACADEMY OF MUSIC LLC	SUMMER2016	Rec Instructors/Officials	302.40	0.00	302.40	<b>\$302.40</b>
xxx282939	7/26/16	MOUNTAIN VIEW GARDEN CENTER	83773	Materials - Land Improve	130.28	0.00	130.28	<b>\$821.01</b>
			83953	Materials - Land Improve	228.21	0.00	228.21	
			83997	Materials - Land Improve	79.12	0.00	79.12	
			84054	Materials - Land Improve	304.28	0.00	304.28	
			84225	Materials - Land Improve	79.12	0.00	79.12	
xxx282940	7/26/16	MUNICIPAL RESOURCE GROUP LLC	03-16-156	Professional Services	5,235.03	0.00	5,235.03	<b>\$5,235.03</b>
xxx282941	7/26/16	MUSIC FOR FAMILIES INC	SVW16	Rec Instructors/Officials	12,747.28	0.00	12,747.28	<b>\$12,747.28</b>
xxx282942	7/26/16	MUSSON THEATRICAL INC	00407262	Miscellaneous Equipment	4,555.54	0.00	4,555.54	<b>\$4,555.54</b>
xxx282943	7/26/16	NV5 INC	48291	Consultants	25,837.25	0.00	25,837.25	<b>\$25,837.25</b>
xxx282944	7/26/16	NATIONAL ACADEMY OF ATHLETICS	620	Rec Instructors/Officials	2,005.50	0.00	2,005.50	<b>\$2,005.50</b>
xxx282945	7/26/16	NELSON/NYGAARD CONSULTING ASSOCIATES INC	67619	Professional Services	2,382.50	0.00	2,382.50	<b>\$2,382.50</b>
xxx282946	7/26/16	NORTHWEST YMCA	NWYMCA613-7 22	Miscellaneous Services	5,000.00	0.00	5,000.00	<b>\$5,000.00</b>
xxx282947	7/26/16	OTIS ELEVATOR COMPANY	SJ66427516	Facilities Maint & Repair - Labor	1,413.69	0.00	1,413.69	<b>\$1,413.69</b>
xxx282949	7/26/16	PACIFIC WEST SECURITY INC	1024787-IN	Alarm Services	79.00	0.00	79.00	<b>\$79.00</b>
xxx282950	7/26/16	PERFORMING ARTS CENTER TOURS	08082016	Excursions	150.00	0.00	150.00	<b>\$150.00</b>
xxx282951	7/26/16	PINE CONE LUMBER CO INC	649666	Materials - Land Improve	30.13	0.00	30.13	<b>\$232.15</b>
			650295	Materials - Land Improve	17.84	0.00	17.84	
			650879	Materials - Land Improve	47.79	0.00	47.79	
			650925	Materials - Land Improve	-7.82	0.00	-7.82	

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			652553	Materials - Land Improve	66.75	0.00	66.75	
			652908	Materials - Land Improve	28.68	0.00	28.68	
			653137	Materials - Land Improve	48.78	0.00	48.78	
xxx282953	7/26/16	PLANET FUTSAL	JUNE-16	Rec Instructors/Officials	2,065.00	0.00	2,065.00	<b>\$2,065.00</b>
xxx282954	7/26/16	PLANET GRANITE INC	PGSV160630SVA	Rec Instructors/Officials	1,150.00	0.00	1,150.00	<b>\$2,185.00</b>
			PGSV160630SVB	Rec Instructors/Officials	1,035.00	0.00	1,035.00	
xxx282955	7/26/16	PREFERRED ALLIANCE INC	0122610-IN	Pre-Employment Testing	252.00	0.00	252.00	<b>\$252.00</b>
xxx282956	7/26/16	RASH CURTIS & ASSOC	519200000024	Financial Services	35.72	0.00	35.72	<b>\$35.72</b>
xxx282957	7/26/16	RECREATION PLUS	2588	Rec Instructors/Officials	3,204.50	0.00	3,204.50	<b>\$3,204.50</b>
xxx282958	7/26/16	REED & GRAHAM INC	864852	Materials - Land Improve	10,192.97	0.00	10,192.97	<b>\$12,392.07</b>
			865463	Materials - Land Improve	-10,192.97	0.00	-10,192.97	
			865464	Materials - Land Improve	9,280.56	0.00	9,280.56	
			865702	Materials - Land Improve	2,212.98	0.00	2,212.98	
			865822	Materials - Land Improve	898.53	0.00	898.53	
xxx282959	7/26/16	ROBIN PICKEL	PR2016MAY	Rec Instructors/Officials	2,182.05	0.00	2,182.05	<b>\$2,182.05</b>
xxx282960	7/26/16	ROLAND KAPLAN PIANO SERVICE	072016	General Supplies	140.00	0.00	140.00	<b>\$140.00</b>
xxx282961	7/26/16	SCUSD TRANSPORTATION	16-180	Travel Related Services	1,877.98	0.00	1,877.98	<b>\$4,619.70</b>
			16-182	Travel Related Services	1,418.54	0.00	1,418.54	
			16-183	Travel Related Services	1,323.18	0.00	1,323.18	
xxx282962	7/26/16	SFO REPROGRAPHICS	31819	Printing & Related Services	598.13	0.00	598.13	<b>\$1,196.80</b>
			31849	Printing & Related Services	98.42	0.00	98.42	
			31873	Printing & Related Services	500.25	0.00	500.25	
xxx282963	7/26/16	SAFEWAY INC	800673-071816	Food Products	27.76	0.00	27.76	<b>\$225.12</b>
			803099-072116	Inventory Purchase	110.58	0.00	110.58	
			803663-072216	Inventory Purchase	86.78	0.00	86.78	
xxx282964	7/26/16	SALLY SWANSON ARCHITECTS INC	0244228	Engineering Services	27,295.80	0.00	27,295.80	<b>\$27,295.80</b>
xxx282965	7/26/16	SHAPE PRODUCTS	4005238	Chemicals	93.31	0.00	93.31	<b>\$93.31</b>
xxx282966	7/26/16	SHRED-IT USA LLC	8024152164R	Records Related Services	-49.00	0.00	-49.00	<b>\$407.00</b>
			8120737830	Records Related Services	99.00	0.00	99.00	
			8120738804	Records Related Services	308.00	0.00	308.00	
			9411007167	Records Related Services	49.00	0.00	49.00	

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xxx282967	7/26/16	SIERRA CHEMICAL CO	SLS10035513	Chemicals	4,230.04	0.00	4,230.04	<b>\$4,230.04</b>
xxx282968	7/26/16	SIGN WIZ	11607	Special Events	543.75	0.00	543.75	<b>\$4,806.76</b>
			11608	Advertising Services	1,794.38	0.00	1,794.38	
			11609	Advertising Services	1,402.88	0.00	1,402.88	
			11610	Advertising Services	1,065.75	0.00	1,065.75	
xxx282969	7/26/16	SILICON VALLEY AUTOBODY INC	30156	Auto Maint & Repair - Labor	366.00	0.00	366.00	<b>\$1,049.10</b>
			30156	Auto Maint & Repair - Materials	487.16	0.00	487.16	
			30180	Auto Maint & Repair - Labor	144.00	0.00	144.00	
			30180	Auto Maint & Repair - Materials	51.94	0.00	51.94	
xxx282970	7/26/16	SILICON VALLEY POLYTECHNIC INSTITUTE	05122016-305	DED Services/Training - Training	300.00	0.00	300.00	<b>\$8,415.00</b>
			06232016-321	DED Services/Training - Training	2,565.00	0.00	2,565.00	
			06232016-323	DED Services/Training - Training	1,350.00	0.00	1,350.00	
			06232016-325	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			06302016-327	DED Services/Training - Training	300.00	0.00	300.00	
			06302016-329	DED Services/Training - Training	300.00	0.00	300.00	
			06302016-330	DED Services/Training - Training	300.00	0.00	300.00	
			06302016-332	DED Services/Training - Training	300.00	0.00	300.00	
			063-2016-328	DED Services/Training - Training	300.00	0.00	300.00	
xxx282971	7/26/16	SILICON VALLEY SECURITY & PATROL INC	2028055	Miscellaneous Services	83.20	0.00	83.20	<b>\$83.20</b>
xxx282972	7/26/16	SILICON VALLEY SELF DEFENSE LLC	103	Rec Instructors/Officials	2,091.00	0.00	2,091.00	<b>\$2,091.00</b>
xxx282973	7/26/16	SMART & FINAL INC	137463-060216	General Supplies	132.70	0.00	132.70	<b>\$156.46</b>
			168250-071816	Food Products	23.76	0.00	23.76	
xxx282974	7/26/16	SPORTS TURF MANAGEMENT	16732	Professional Services	400.00	0.00	400.00	<b>\$400.00</b>
xxx282975	7/26/16	SPORTZANIA INC DBA SKYHAWKS SPORTS	2034	Rec Instructors/Officials	13,748.70	0.00	13,748.70	<b>\$13,748.70</b>
xxx282976	7/26/16	STEM CAMP	5SE-2-16	Rec Instructors/Officials	0.00	0.00	0.00	<b>\$11,373.00</b>
			SSE-1-16	Rec Instructors/Officials	5,559.00	0.00	5,559.00	
			SSE-2-16	Rec Instructors/Officials	5,814.00	0.00	5,814.00	
xxx282977	7/26/16	STEVEN C DOLEZAL PHD	MAY2016	Professional Services	750.00	0.00	750.00	<b>\$750.00</b>
xxx282978	7/26/16	STEVENS CREEK CHRYSLER JEEP DODGE	334850	Parts, Vehicles & Motor Equip	15.69	0.00	15.69	<b>\$31.38</b>
			334851	Parts, Vehicles & Motor Equip	15.69	0.00	15.69	

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xxx282979	7/26/16	STEVENS CREEK QUARRY INC	655955	General Supplies	912.31	0.00	912.31	<b>\$1,143.78</b>
			656158	General Supplies	231.47	0.00	231.47	
xxx282980	7/26/16	STUDIO EM GRAPHIC DESIGN	16149	Advertising Services	163.13	0.00	163.13	<b>\$2,936.26</b>
			16150	Advertising Services	135.94	0.00	135.94	
			16162	Graphics Services	1,196.25	0.00	1,196.25	
			16171	Graphics Services	1,305.00	0.00	1,305.00	
			16173	Graphics Services	135.94	0.00	135.94	
xxx282981	7/26/16	SUNNYVALE COMMUNITY SERVICES	HPRR2015/16-4	Outside Group Funding	107,318.62	0.00	107,318.62	<b>\$107,318.62</b>
xxx282982	7/26/16	SUNNYVALE COMMUNITY SERVICES	CBDO2015/16-4	Outside Group Funding	101,023.23	0.00	101,023.23	<b>\$101,023.23</b>
xxx282983	7/26/16	SUNNYVALE FORD	471364-1	Parts, Vehicles & Motor Equip	43.99	0.00	43.99	<b>\$2,943.25</b>
			471505	Parts, Vehicles & Motor Equip	25.75	0.00	25.75	
			471589	Parts, Vehicles & Motor Equip	120.18	0.00	120.18	
			471823	Parts, Vehicles & Motor Equip	198.41	0.00	198.41	
			471839	Parts, Vehicles & Motor Equip	727.30	0.00	727.30	
			472045	Parts, Vehicles & Motor Equip	429.26	0.00	429.26	
			472059	Parts, Vehicles & Motor Equip	58.73	0.00	58.73	
			472144	Parts, Vehicles & Motor Equip	75.73	0.00	75.73	
			472235	Parts, Vehicles & Motor Equip	86.13	0.00	86.13	
			472301	Parts, Vehicles & Motor Equip	33.22	0.00	33.22	
			472443	Parts, Vehicles & Motor Equip	63.24	0.00	63.24	
			473342	Parts, Vehicles & Motor Equip	401.37	0.00	401.37	
			473477	Parts, Vehicles & Motor Equip	450.52	0.00	450.52	
			473481	Parts, Vehicles & Motor Equip	217.23	0.00	217.23	
			473482	Parts, Vehicles & Motor Equip	34.05	0.00	34.05	
			473649	Parts, Vehicles & Motor Equip	57.53	0.00	57.53	
			473745	Parts, Vehicles & Motor Equip	99.89	0.00	99.89	
			473893	Parts, Vehicles & Motor Equip	229.02	0.00	229.02	
			CM468290	Parts, Vehicles & Motor Equip	-38.06	0.00	-38.06	
			CM469853	Parts, Vehicles & Motor Equip	-326.25	0.00	-326.25	
			CM471364	Parts, Vehicles & Motor Equip	-43.99	0.00	-43.99	
xxx282985	7/26/16	SUNNYVALE TOWING INC	292058	Vehicle Towing Services	64.00	0.00	64.00	<b>\$1,033.00</b>



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			292062	Vehicle Towing Services	74.00	0.00	74.00	
			292080	Vehicle Towing Services	40.00	0.00	40.00	
			292086	Vehicle Towing Services	40.00	0.00	40.00	
			292089	Vehicle Towing Services	40.00	0.00	40.00	
			293316	Vehicle Towing Services	350.00	0.00	350.00	
			293336	Vehicle Towing Services	250.00	0.00	250.00	
			294038	Vehicle Towing Services	70.00	0.00	70.00	
			294188	Vehicle Towing Services	35.00	0.00	35.00	
			294210	Vehicle Towing Services	35.00	0.00	35.00	
			294213	Vehicle Towing Services	35.00	0.00	35.00	
xxx282986	7/26/16	SUZANNE LUFT	57	Rec Instructors/Officials	414.00	0.00	414.00	<b>\$1,053.00</b>
			58	Rec Instructors/Officials	414.00	0.00	414.00	
			59	Rec Instructors/Officials	225.00	0.00	225.00	
xxx282987	7/26/16	SWEETWATER	13785941	Miscellaneous Equipment	398.00	0.00	398.00	<b>\$398.00</b>
xxx282988	7/26/16	SYLVAN LEARNING INC	40080	Rec Instructors/Officials	3,009.00	0.00	3,009.00	<b>\$6,222.00</b>
			40081	Rec Instructors/Officials	3,213.00	0.00	3,213.00	
xxx282989	7/26/16	TJKM	0045269	Consultants	4,790.70	0.00	4,790.70	<b>\$74,440.62</b>
			0045271	Consultants	39,593.62	0.00	39,593.62	
			0045297	Consultants	19,337.30	0.00	19,337.30	
			0045298	Consultants	10,719.00	0.00	10,719.00	
xxx282990	7/26/16	THOMSON REUTERS WEST	834241273	Books & Publications	95.52	0.00	95.52	<b>\$1,433.82</b>
			834241274	Books & Publications	1,338.30	0.00	1,338.30	
			834356637	Books & Publications	0.00	0.00	0.00	
xxx282991	7/26/16	TIGER MARTIAL ARTS ACADEMY INC	62416	Rec Instructors/Officials	784.00	0.00	784.00	<b>\$784.00</b>
xxx282992	7/26/16	TOKAY SOFTWARE INC	094403	Water Backflow Valves	3,350.00	0.00	3,350.00	<b>\$3,350.00</b>
xxx282993	7/26/16	TRI DIM FILTER CORP	1768809-1	Bldg Maint Matls & Supplies	210.56	0.00	210.56	<b>\$471.12</b>
			1768810-1	Bldg Maint Matls & Supplies	64.10	0.00	64.10	
			1768811-1	Bldg Maint Matls & Supplies	196.46	0.00	196.46	
xxx282994	7/26/16	TUFF SHED INC	1022674	Materials - Land Improve	6,737.94	0.00	6,737.94	<b>\$6,737.94</b>
xxx282995	7/26/16	TURF & INDUSTRIAL EQUIPMENT CO	UI16132	Misc Equip Maint & Repair - Materials	1,250.57	0.00	1,250.57	<b>\$1,250.57</b>
xxx282996	7/26/16	TURF STAR INC	6935430-00	Miscellaneous Equipment Parts & Supplies	764.17	0.00	764.17	<b>\$764.17</b>

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xxx282997	7/26/16	TURNER SPORTS	0001	Rec Instructors/Officials	1,527.50	0.00	1,527.50	<b>\$1,527.50</b>
xxx282998	7/26/16	US SECURITY ASSOC INC	1324490	Professional Services	200.00	0.00	200.00	<b>\$650.00</b>
			1326079	Professional Services	450.00	0.00	450.00	
xxx282999	7/26/16	UNIQUE MANAGEMENT SERVICES INC	429467	Financial Services	259.55	0.00	259.55	<b>\$259.55</b>
xxx283000	7/26/16	UNITED PARCEL SERVICE	0000966608276	Mailing & Delivery Services	245.19	0.00	245.19	<b>\$245.19</b>
xxx283001	7/26/16	UNITED RENTALS	137185550-003	Equipment Rental/Lease	2,850.86	0.00	2,850.86	<b>\$3,584.98</b>
			138048004-001	Equipment Rental/Lease	419.83	0.00	419.83	
			138426843-001	Equipment Rental/Lease	314.29	0.00	314.29	
xxx283003	7/26/16	UNIVAR USA INC	SJ754403	Chemicals	4,102.45	0.00	4,102.45	<b>\$4,102.45</b>
xxx283004	7/26/16	UNIVERSITY OF CALIFORNIA SANTA CRUZ	57179	DED Services/Training - Training	4,923.00	0.00	4,923.00	<b>\$50,521.50</b>
			57186	DED Services/Training - Training	4,761.00	0.00	4,761.00	
			57200	DED Services/Training - Training	4,662.00	0.00	4,662.00	
			57202	DED Services/Training - Training	4,437.00	0.00	4,437.00	
			57204	DED Services/Training - Training	4,383.00	0.00	4,383.00	
			57206	DED Services/Training - Training	4,995.00	0.00	4,995.00	
			57208	DED Services/Training - Training	3,280.50	0.00	3,280.50	
			57210	DED Services/Training - Training	4,698.00	0.00	4,698.00	
			57218	DED Services/Training - Training	4,932.00	0.00	4,932.00	
			57220	DED Services/Training - Training	4,734.00	0.00	4,734.00	
			57222	DED Services/Training - Training	4,716.00	0.00	4,716.00	
xxx283005	7/26/16	V & A CONSULTING ENGINEERS	16174	Consultants	654.00	0.00	654.00	<b>\$654.00</b>
xxx283006	7/26/16	VMI INC	237003	Miscellaneous Services	367.56	0.00	367.56	<b>\$367.56</b>
xxx283007	7/26/16	VWR INTERNATIONAL LLC	8045240571	General Supplies	98.90	0.00	98.90	<b>\$1,605.94</b>
			8045251671	General Supplies	47.37	0.00	47.37	
			8045251672	General Supplies	153.17	0.00	153.17	
			8045272373	General Supplies	195.49	0.00	195.49	
			8045322371	General Supplies	114.85	0.00	114.85	
			8045326246	General Supplies	439.57	0.00	439.57	
			8045356184	General Supplies	556.59	0.00	556.59	
xxx283008	7/26/16	VALLEY OIL CO	33841	Fuel, Oil & Lubricants	511.28	0.00	511.28	<b>\$511.28</b>
xxx283009	7/26/16	VICKI REESE						<b>\$159.92</b>

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			061816PURCAS	DED Services/Training - Books	159.92	0.00	159.92	
			E					
xxx283010	7/26/16	W-TRANS	17979	Engineering Services	1,612.50	0.00	1,612.50	<b>\$1,612.50</b>
xxx283011	7/26/16	WATER WORKS ENGINEERS LLC	5814	Engineering Services	72,499.29	0.00	72,499.29	<b>\$72,499.29</b>
xxx283012	7/26/16	WEATHERSHIELD ROOF SYSTEMS INC	7434	Facilities Maint & Repair - Labor	600.00	0.00	600.00	<b>\$786.79</b>
			7434	Facilities Maint & Repair - Materials	186.79	0.00	186.79	
xxx283013	7/26/16	WEST COAST COATING CONSULTANTS LLC	1376-2	Consultants	10,498.75	0.00	10,498.75	<b>\$10,498.75</b>
xxx283014	7/26/16	WEST VALLEY STAFFING GROUP	172955	Professional Services	2,631.60	0.00	2,631.60	<b>\$2,631.60</b>
xxx283015	7/26/16	WILDLIFE CENTER OF SILICON VALLEY	FY16/17	Contracts/Service Agreements	10,644.00	0.00	10,644.00	<b>\$10,644.00</b>
xxx283016	7/26/16	WILSEY HAM	20830	Consultants	2,700.00	0.00	2,700.00	<b>\$3,744.00</b>
			20830	Training and Conferences	1,044.00	0.00	1,044.00	
xxx283017	7/26/16	WINSUPPLY OF SILICON VALLEY	660741 00	Miscellaneous Equipment Parts & Supplies	125.09	0.00	125.09	<b>\$335.13</b>
			661164 00	Hand Tools	123.44	0.00	123.44	
			661226 01	Bldg Maint Matls & Supplies	86.60	0.00	86.60	
xxx283018	7/26/16	WITMER TYSON IMPORTS INC	T11586	Canine Program Expenditures	581.56	0.00	581.56	<b>\$581.56</b>
xxx283019	7/26/16	YWCA OF SILICON VALLEY	1516-827550#4	Outside Group Funding	7,985.35	0.00	7,985.35	<b>\$7,985.35</b>
xxx283020	7/26/16	YAMAHA MOTOR FINANCE CORP USA	583414	Equipment Rental/Lease	5,444.83	0.00	5,444.83	<b>\$5,444.83</b>
xxx283021	7/26/16	YORKE ENGINEERING LLC	11780	Professional Services	1,157.50	0.00	1,157.50	<b>\$1,157.50</b>
xxx283022	7/26/16	YOUNG CHEFS ACADEMY	071316	Rec Instructors/Officials	231.00	0.00	231.00	<b>\$231.00</b>
xxx283023	7/26/16	ZAP MANUFACTURING INC	45240	Materials - Land Improve	1,037.19	0.00	1,037.19	<b>\$1,037.19</b>
xxx283024	7/26/16	WAITER.COM INC	G0616356412	Food Products	73.48	0.00	73.48	<b>\$861.81</b>
			G0621369271	Food Products	135.62	0.00	135.62	
			G0623371733	Food Products	78.59	0.00	78.59	
			G0628373786	Food Products	136.97	0.00	136.97	
			G0628383083	Food Products	127.71	0.00	127.71	
			G0630385692	Food Products	136.93	0.00	136.93	
			G0706396517	Food Products	99.87	0.00	99.87	
			G0707397582	Food Products	72.64	0.00	72.64	
xxx283025	7/26/16	ALBERT J SCOTT	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	123.03	0.00	123.03	<b>\$123.03</b>
xxx283026	7/26/16	CHARLES S EANEFF JR						<b>\$1,020.57</b>

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			AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,020.57	0.00	1,020.57	
xxx283027	7/26/16	DEAN CHU	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	975.37	0.00	975.37	<b>\$975.37</b>
xxx283028	7/26/16	DEAN S RUSSELL	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,543.89	0.00	1,543.89	<b>\$1,543.89</b>
xxx283029	7/26/16	G&K SERVICES	1083799716	Laundry & Cleaning Services	18.70	0.00	18.70	<b>\$7,051.32</b>
			1083799717	Laundry & Cleaning Services	80.77	0.00	80.77	
			1083799718	Laundry & Cleaning Services	42.78	0.00	42.78	
			1083799719	Laundry & Cleaning Services	9.69	0.00	9.69	
			1083799720	Laundry & Cleaning Services	67.38	0.00	67.38	
			1083799721	Laundry & Cleaning Services	69.52	0.00	69.52	
			1083799722	Laundry & Cleaning Services	179.60	0.00	179.60	
			1083799723	Laundry & Cleaning Services	395.43	0.00	395.43	
			1083799724	Laundry & Cleaning Services	166.98	0.00	166.98	
			1083799725	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083799726	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083799727	Laundry & Cleaning Services	152.69	0.00	152.69	
			1083799728	Laundry & Cleaning Services	11.48	0.00	11.48	
			1083799729	Laundry & Cleaning Services	1.80	0.00	1.80	
			1083799730	Laundry & Cleaning Services	69.97	0.00	69.97	
			1083799731	Laundry & Cleaning Services	226.78	0.00	226.78	
			1083799732	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083799733	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083799734	Laundry & Cleaning Services	43.98	0.00	43.98	
			1083799737	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083799738	Laundry & Cleaning Services	8.12	0.00	8.12	
			1083799739	Laundry & Cleaning Services	13.87	0.00	13.87	
			1083799740	Laundry & Cleaning Services	44.85	0.00	44.85	
			1083799741	Laundry & Cleaning Services	21.35	0.00	21.35	
			1083799742	Laundry & Cleaning Services	19.95	0.00	19.95	
			1083799743	Laundry & Cleaning Services	17.70	0.00	17.70	

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			1083801625	Laundry & Cleaning Services	18.70	0.00	18.70	
			1083801626	Laundry & Cleaning Services	6.51	0.00	6.51	
			1083801627	Laundry & Cleaning Services	42.78	0.00	42.78	
			1083801628	Laundry & Cleaning Services	9.69	0.00	9.69	
			1083801629	Laundry & Cleaning Services	67.38	0.00	67.38	
			1083801630	Laundry & Cleaning Services	69.52	0.00	69.52	
			1083801631	Laundry & Cleaning Services	179.60	0.00	179.60	
			1083801632	Laundry & Cleaning Services	645.07	0.00	645.07	
			1083801633	Laundry & Cleaning Services	166.98	0.00	166.98	
			1083801634	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083801635	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083801636	Laundry & Cleaning Services	152.69	0.00	152.69	
			1083801637	Laundry & Cleaning Services	11.48	0.00	11.48	
			1083801638	Laundry & Cleaning Services	1.80	0.00	1.80	
			1083801639	Laundry & Cleaning Services	69.97	0.00	69.97	
			1083801640	Laundry & Cleaning Services	226.78	0.00	226.78	
			1083801641	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083801642	Laundry & Cleaning Services	53.09	0.00	53.09	
			1083801643	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083801644	Laundry & Cleaning Services	31.05	0.00	31.05	
			1083801645	Laundry & Cleaning Services	43.98	0.00	43.98	
			1083801646	Laundry & Cleaning Services	20.24	0.00	20.24	
			1083801647	Laundry & Cleaning Services	33.52	0.00	33.52	
			1083801648	Laundry & Cleaning Services	51.79	0.00	51.79	
			1083801651	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083801652	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083803510	Laundry & Cleaning Services	18.70	0.00	18.70	
			1083803511	Laundry & Cleaning Services	6.51	0.00	6.51	
			1083803512	Laundry & Cleaning Services	42.78	0.00	42.78	
			1083803513	Laundry & Cleaning Services	9.69	0.00	9.69	
			1083803514	Laundry & Cleaning Services	68.28	0.00	68.28	

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<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
			1083803515	Laundry & Cleaning Services	69.52	0.00	69.52	
			1083803516	Laundry & Cleaning Services	179.60	0.00	179.60	
			1083803517	Laundry & Cleaning Services	318.72	0.00	318.72	
			1083803518	Laundry & Cleaning Services	166.98	0.00	166.98	
			1083803519	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083803520	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083803521	Laundry & Cleaning Services	152.69	0.00	152.69	
			1083803522	Laundry & Cleaning Services	11.48	0.00	11.48	
			1083803523	Laundry & Cleaning Services	1.80	0.00	1.80	
			1083803524	Laundry & Cleaning Services	64.77	0.00	64.77	
			1083803525	Laundry & Cleaning Services	226.78	0.00	226.78	
			1083803526	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083803527	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083803528	Laundry & Cleaning Services	43.98	0.00	43.98	
			1083803531	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083803532	Laundry & Cleaning Services	8.12	0.00	8.12	
			1083803533	Laundry & Cleaning Services	13.87	0.00	13.87	
			1083803534	Laundry & Cleaning Services	44.85	0.00	44.85	
			1083803535	Laundry & Cleaning Services	21.35	0.00	21.35	
			1083803536	Laundry & Cleaning Services	19.95	0.00	19.95	
			1083803537	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083805413	Laundry & Cleaning Services	18.70	0.00	18.70	
			1083805414	Laundry & Cleaning Services	6.51	0.00	6.51	
			1083805415	Laundry & Cleaning Services	42.78	0.00	42.78	
			1083805416	Laundry & Cleaning Services	9.69	0.00	9.69	
			1083805417	Laundry & Cleaning Services	68.28	0.00	68.28	
			1083805418	Laundry & Cleaning Services	69.52	0.00	69.52	
			1083805419	Laundry & Cleaning Services	173.66	0.00	173.66	
			1083805420	Laundry & Cleaning Services	318.72	0.00	318.72	
			1083805421	Laundry & Cleaning Services	166.98	0.00	166.98	
			1083805422	Laundry & Cleaning Services	20.42	0.00	20.42	

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			1083805423	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083805424	Laundry & Cleaning Services	152.69	0.00	152.69	
			1083805425	Laundry & Cleaning Services	11.48	0.00	11.48	
			1083805426	Laundry & Cleaning Services	1.80	0.00	1.80	
			1083805427	Laundry & Cleaning Services	64.77	0.00	64.77	
			1083805428	Laundry & Cleaning Services	226.78	0.00	226.78	
			1083805429	Laundry & Cleaning Services	20.42	0.00	20.42	
			1083805430	Laundry & Cleaning Services	53.09	0.00	53.09	
			1083805431	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083805432	Laundry & Cleaning Services	31.05	0.00	31.05	
			1083805433	Laundry & Cleaning Services	43.98	0.00	43.98	
			1083805434	Laundry & Cleaning Services	20.24	0.00	20.24	
			1083805435	Laundry & Cleaning Services	33.52	0.00	33.52	
			1083805436	Laundry & Cleaning Services	51.79	0.00	51.79	
			1083805439	Laundry & Cleaning Services	17.70	0.00	17.70	
			1083805440	Laundry & Cleaning Services	17.70	0.00	17.70	
xxx283039	7/26/16	GAIL SWEGLES	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	117.59	0.00	117.59	<b>\$117.59</b>
xxx283040	7/26/16	GOLDFARB LIPMAN ATTORNEYS	119992	Legal Services	889.02	0.00	889.02	<b>\$9,792.86</b>
			120124	Legal Services	8,903.84	0.00	8,903.84	
xxx283041	7/26/16	MARK ROGGE	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	258.21	0.00	258.21	<b>\$258.21</b>
xxx283042	7/26/16	MARSHA POLLAK	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	58.11	0.00	58.11	<b>\$58.11</b>
xxx283043	7/26/16	ROBERT A WALKER	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	1,884.10	0.00	1,884.10	<b>\$1,884.10</b>
xxx283044	7/26/16	ROBERT VAN HEUSEN	AUGUST 2016	Insurances - Retiree Medical - Retiree Reimbursement	643.74	0.00	643.74	<b>\$643.74</b>
xxx283045	7/26/16	SANTA CLARA COUNTY CLERK-RECORDER	WPCPMAS TER PLAN	Permit Fees	3,070.00	0.00	3,070.00	<b>\$3,070.00</b>
xxx283047	7/26/16	ALMA ROJAS ROJAS	319193	Refund Recreation Fees	350.00	0.00	350.00	<b>\$350.00</b>
xxx283048	7/26/16	JULIA OLIVER	319371	Refund Recreation Fees	45.00	0.00	45.00	<b>\$45.00</b>
xxx283049	7/26/16	KAROLYN HIGHSMITH	318979	Refund Recreation Fees	79.00	0.00	79.00	<b>\$79.00</b>

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xxx283050	7/26/16	MY INDIA BAZAR	BL057456-2017	Business License Tax	36.05	0.00	36.05	<b>\$36.05</b>
xxx283051	7/26/16	SHERI NAKAMURA	319455	Refund Recreation Fees	94.00	0.00	94.00	<b>\$94.00</b>
xxx283052	7/26/16	STRATFORD SCHOOL INC	RAYNOR CEQA	Miscellaneous Payment	10,075.62	0.00	10,075.62	<b>\$10,075.62</b>
xxx283054	7/26/16	TWISTY SWEETS LLC	BL070767-2017	Business License Tax	36.05	0.00	36.05	<b>\$36.05</b>
xxx283055	7/28/16	A1 SEPTIC TANK SERVICE INC	16111	Services Maintain Land Improv	2,250.00	0.00	2,250.00	<b>\$2,250.00</b>
xxx283056	7/28/16	AT&T	0602056661	Utilities - Telephone	378.42	0.00	378.42	<b>\$576.06</b>
			3272732302	Software As a Service	197.64	0.00	197.64	
xxx283057	7/28/16	AT&T	07/17-08/16/16	Utilities - Mobile Phones - City Mobile Phones	304.69	0.00	304.69	<b>\$304.69</b>
xxx283058	7/28/16	ACUSHNET CO	902837012	Inventory Purchase	534.60	9.60	525.00	<b>\$3,537.97</b>
			902837083	Inventory Purchase	3,012.97	0.00	3,012.97	
xxx283059	7/28/16	AIRGAS USA LLC	9051765914	General Supplies	577.29	0.00	577.29	<b>\$1,847.84</b>
			9052434638	General Supplies	717.25	0.00	717.25	
			9936174593	General Supplies	184.55	0.00	184.55	
			9936894012	General Supplies	190.47	0.00	190.47	
			9937623200	General Supplies	178.28	0.00	178.28	
xxx283060	7/28/16	AL CLANCY & ASSOC	06/13-27/16	Miscellaneous Services	15,945.00	0.00	15,945.00	<b>\$15,945.00</b>
xxx283061	7/28/16	ALPINE AWARDS INC	5511094	Clothing, Uniforms & Access	391.83	0.00	391.83	<b>\$391.83</b>
xxx283062	7/28/16	AMERICAN CONSTRUCTION & SUPPLY INC	CTHODCUPGR D#04	Construction Services	93,570.22	0.00	93,570.22	<b>\$93,570.22</b>
xxx283063	7/28/16	AMERICAN RED CROSS	10452943	Supplies, First Aid	81.00	0.00	81.00	<b>\$81.00</b>
xxx283064	7/28/16	BAY AREA BACKHOES INC	38281	Construction Services	1,775.00	0.00	1,775.00	<b>\$1,775.00</b>
xxx283065	7/28/16	BAY AREA WATER SUPPLY & CONSERVATION ACY	2987	Membership Fees	51.61	0.00	51.61	<b>\$51.61</b>
xxx283066	7/28/16	BIGGS CARDOSA ASSOC INC	69602	Consultants	56,058.60	0.00	56,058.60	<b>\$116,305.11</b>
			69753	Consultants	43,213.41	0.00	43,213.41	
			69754	Consultants	17,033.10	0.00	17,033.10	
xxx283067	7/28/16	BURKE WILLIAMS & SORENSEN LLP	203121	Legal Services	13,805.50	0.00	13,805.50	<b>\$13,805.50</b>
xxx283068	7/28/16	C CRUZ SUB-SURFACE LOCATORS INC	21278	Facilities Maint & Repair - Labor	300.00	0.00	300.00	<b>\$300.00</b>
xxx283069	7/28/16	CDM SMITH	80554694/24	Engineering Services	15,222.74	0.00	15,222.74	<b>\$163,205.06</b>
			80556047/25	Engineering Services	3,680.00	0.00	3,680.00	
			80557283	Consultants	133,480.82	0.00	133,480.82	



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			80558300/26	Engineering Services	10,821.50	0.00	10,821.50	
xxx283070	7/28/16	CALIFORNIA COOKING INC	12845	Miscellaneous Services	150.08	0.00	150.08	<b>\$150.08</b>
xxx283071	7/28/16	CALLANDER ASSOC	15045-8	Architectural and Design Services	1,649.21	0.00	1,649.21	<b>\$13,001.37</b>
			15045-9	Architectural and Design Services	11,352.16	0.00	11,352.16	
xxx283072	7/28/16	CALTEST ANALYTICAL LABORATORY	560357	Water Lab Services	250.00	0.00	250.00	<b>\$250.00</b>
xxx283073	7/28/16	CAROLLO ENGINEERS	0149235	Professional Services	216,701.34	0.00	216,701.34	<b>\$638,830.56</b>
			0150562	Professional Services	357,442.08	0.00	357,442.08	
			0150629	Professional Services	64,687.14	0.00	64,687.14	
xxx283074	7/28/16	COAST PERSONNEL SERVICES INC	243344	Contracts/Service Agreements	652.86	0.00	652.86	<b>\$652.86</b>
xxx283075	7/28/16	CROP PRODUCTION SERVICES INC	30757460	Materials - Land Improve	358.88	0.00	358.88	<b>\$358.88</b>
xxx283076	7/28/16	CUNNINGHAM ELECTRIC INC	8483	Facilities Maint & Repair - Labor	3,950.00	0.00	3,950.00	<b>\$3,950.00</b>
xxx283077	7/28/16	E ROZAKIS RESTORATION	STLGHTPOLES#	Construction Project Contract Retainage	4,990.19	0.00	4,990.19	<b>\$4,990.19</b>
			R					
xxx283078	7/28/16	EOA INC	SU43-0616	Consultants	29,248.02	0.00	29,248.02	<b>\$29,248.02</b>
xxx283079	7/28/16	ENNIS PAINT INC	309427	Materials - Land Improve	2,392.52	0.00	2,392.52	<b>\$2,392.52</b>
xxx283080	7/28/16	EPOPLEX	SLS/30008996	Materials - Land Improve	620.38	0.00	620.38	<b>\$620.38</b>
xxx283081	7/28/16	EQUIFAX INFORMATION SERVICES LLC	9810370	Investigation Expense	25.00	0.00	25.00	<b>\$25.00</b>
xxx283082	7/28/16	FOUNDATION FOR CALIFORNIA COMMUNITY	NOVA-1625REV	DED Services/Training - Training	1,331.85	0.00	1,331.85	<b>\$2,776.13</b>
			SD					
			NOVA-1625REV	Professional Services	199.79	0.00	199.79	
			SD					
			NOVA-1626	DED Services/Training - Training	1,082.17	0.00	1,082.17	
			NOVA-1626	Professional Services	162.32	0.00	162.32	
xxx283083	7/28/16	FREEDMAN TUNG & SASAKI	1267	Professional Services	5,108.25	0.00	5,108.25	<b>\$5,108.25</b>
xxx283084	7/28/16	FREMONT UNION HIGH SCHOOL DISTRICT	16-547	Professional Services	3,830.65	0.00	3,830.65	<b>\$3,830.65</b>
xxx283085	7/28/16	GARDENLAND POWER EQUIPMENT	394016	Misc Equip Maint & Repair - Materials	6.49	0.00	6.49	<b>\$5,864.85</b>
			394772	Miscellaneous Equipment	5,610.23	0.00	5,610.23	
			396200	Misc Equip Maint & Repair - Materials	54.38	0.00	54.38	
			397310	Misc Equip Maint & Repair - Materials	193.75	0.00	193.75	
xxx283086	7/28/16	GOLD RUSH EATERY	349	Facilities Maint & Repair - Labor	1,500.00	0.00	1,500.00	<b>\$3,403.13</b>
			349	Facilities Maint & Repair - Materials	1,903.13	0.00	1,903.13	

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xxx283087	7/28/16	GOLF SCORECARDS INC	42672	General Supplies	3,045.00	0.00	3,045.00	<b>\$3,045.00</b>
xxx283088	7/28/16	HAINES & CO INC	4005117-I-75	Software As a Service	2,250.00	0.00	2,250.00	<b>\$2,250.00</b>
xxx283089	7/28/16	HYDROSCIENCE ENGINEERS INC	262015017	Engineering Services	3,490.00	0.00	3,490.00	<b>\$3,490.00</b>
xxx283090	7/28/16	IBI GROUP	616067	Engineering Services	8,647.75	0.00	8,647.75	<b>\$8,647.75</b>
xxx283091	7/28/16	INNOVATIVE INTERFACES INC	INV-INC10915	Contracts/Service Agreements	6,541.20	0.00	6,541.20	<b>\$6,541.20</b>
xxx283092	7/28/16	INTERIORS & TEXTILES CORP	160110S	Bldg Maint Matls & Supplies	2,238.34	0.00	2,238.34	<b>\$6,237.96</b>
			160111S	Bldg Maint Matls & Supplies	1,761.28	0.00	1,761.28	
			160112S	Bldg Maint Matls & Supplies	2,238.34	0.00	2,238.34	
xxx283093	7/28/16	INTERNATIONAL CODE COUNCIL INC	1000709105	Books & Publications	4,537.08	0.00	4,537.08	<b>\$4,537.08</b>
xxx283094	7/28/16	IRELAND ENGINEERING INC	14678	Professional Services	290.00	0.00	290.00	<b>\$290.00</b>
xxx283095	7/28/16	JJR CONSTRUCTION INC	CRBSSDWLK16 #04	Construction Services	290,521.96	0.00	290,521.96	<b>\$290,521.96</b>
xxx283096	7/28/16	JOINT VENTURE SILICON VALLEY	437COSSVL	Professional Services	3,240.00	0.00	3,240.00	<b>\$3,240.00</b>
xxx283097	7/28/16	KMVT COMMUNITY TELEVISION	6864	Engineering Services	5,000.00	0.00	5,000.00	<b>\$5,000.00</b>
xxx283098	7/28/16	KOHLWEISS AUTO PARTS INC	01OX0537	Inventory Purchase	28.71	0.57	28.14	<b>\$28.14</b>
xxx283099	7/28/16	L N CURTIS & SONS INC	INV36622	Clothing, Uniforms & Access	231.25	0.00	231.25	<b>\$231.25</b>
xxx283100	7/28/16	LTI ELECTRIC INC	1690	Electrical Parts & Supplies	327.00	0.00	327.00	<b>\$3,374.00</b>
			1690	Services Maintain Land Improv	480.00	0.00	480.00	
			1699	Services Maintain Land Improv	2,567.00	0.00	2,567.00	
xxx283101	7/28/16	LANDCARE USA LLC	8116040	Miscellaneous Services	416.67	0.00	416.67	<b>\$416.67</b>
xxx283102	7/28/16	LELAND SAYLOR & ASSOCIATES INC	0027097	Engineering Services	8,421.00	0.00	8,421.00	<b>\$8,421.00</b>
xxx283103	7/28/16	LIFETIME TENNIS INC	1021	Rec Instructors/Officials	2,958.00	0.00	2,958.00	<b>\$2,958.00</b>
xxx283104	7/28/16	LINCOLN STREET STUDIOS LLC	2012383	Contracts/Service Agreements	9,000.00	0.00	9,000.00	<b>\$9,000.00</b>
xxx283105	7/28/16	LYNGSO GARDEN MATERIALS INC	917491	Professional Services	1,511.63	0.00	1,511.63	<b>\$4,219.50</b>
			917492	Professional Services	-1,511.63	0.00	-1,511.63	
			917497	Materials - Land Improve	4,219.50	0.00	4,219.50	
xxx283106	7/28/16	MACIAS GINI AND OCONNELL LLP	230597	Financial Services	19,395.19	0.00	19,395.19	<b>\$19,395.19</b>
xxx283107	7/28/16	MCENG ENTERPRISES DBA MCDONALDS	050116-051516	DED Services/Training - Training	600.00	0.00	600.00	<b>\$600.00</b>
xxx283108	7/28/16	MIDWEST TAPE	94125814	Library Acquis, Audio/Visual	63.60	0.00	63.60	<b>\$113.58</b>
			94146252	Library Acquis, Audio/Visual	49.98	0.00	49.98	
xxx283109	7/28/16	MOTOROLA	78345910	Comm Equip Maintain & Repair - Labor 1	11,015.34	0.00	11,015.34	<b>\$11,015.34</b>

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xxx283110	7/28/16	OCCUPATIONAL TRAINING INSTITUTE	WIA-1316	DED Services/Training - Training	619.09	0.00	619.09	<b>\$2,847.03</b>
			WIA-1318	DED Services/Training - Training	906.96	0.00	906.96	
			WIA-1319	DED Services/Training - Training	989.80	0.00	989.80	
			WIA-1320	DED Services/Training - Training	331.18	0.00	331.18	
xxx283111	7/28/16	OMEGA ENGRAVING	258574	General Supplies	24.50	0.00	24.50	<b>\$80.00</b>
			258575	General Supplies	55.50	0.00	55.50	
xxx283112	7/28/16	OVERDRIVE INC	0910-000139490	Library Periodicals/Databases	17.99	0.00	17.99	<b>\$17.99</b>
xxx283113	7/28/16	PG&E NON ENERGY COLLECTION UNIT	C20151662200	Liability Claims Paid	16,390.18	0.00	16,390.18	<b>\$16,390.18</b>
xxx283114	7/28/16	PACIFIC ELECTRIC CONTRACTING INC	DUANE BRITTN #05	Construction Services	34,692.86	0.00	34,692.86	<b>\$34,692.86</b>
xxx283115	7/28/16	PACIFIC TELEMAGEMENT SERVICES	844852	Utilities - Telephone	75.00	0.00	75.00	<b>\$75.00</b>
xxx283116	7/28/16	PETER KOEHLER	PK00016	Rec Instructors/Officials	1,870.55	0.00	1,870.55	<b>\$1,870.55</b>
xxx283117	7/28/16	PROACTIVE SPORTS INC	826560-00	Inventory Purchase	165.50	0.00	165.50	<b>\$198.00</b>
			826888-00	Inventory Purchase	32.50	0.00	32.50	
xxx283118	7/28/16	READYREFRESH BY NESTLE	06G0028805083	General Supplies	41.46	0.00	41.46	<b>\$691.51</b>
			06G0029664380	Food Products	6.51	0.00	6.51	
			16G0023249071	General Supplies	63.96	0.00	63.96	
			16G0023360647	General Supplies	4.34	0.00	4.34	
			16G0023956113	Food Products	19.95	0.00	19.95	
			16G0024199309	Miscellaneous Services	63.96	0.00	63.96	
			16G0025819772	General Supplies	37.71	0.00	37.71	
			16G5715636006	General Supplies	96.51	0.00	96.51	
			16G5727863002	General Supplies	36.51	0.00	36.51	
			16G5727863010	General Supplies	35.54	0.00	35.54	
			16G5736476002	General Supplies	33.96	0.00	33.96	
			16G5740132005	Miscellaneous Services	17.76	0.00	17.76	
			16G5740142004	General Supplies	54.29	0.00	54.29	
			16G5740146005	Miscellaneous Services	86.46	0.00	86.46	
			16G5740153001	General Supplies	69.29	0.00	69.29	
			16G5740154009	General Supplies	16.79	0.00	16.79	
			16G5740156004	General Supplies	6.51	0.00	6.51	

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<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx283120	7/28/16	RICH VOSS TRUCKING INC	14327	Materials - Land Improve	867.35	0.00	867.35	<b>\$1,107.70</b>
			14410	Materials - Land Improve	240.35	0.00	240.35	
xxx283121	7/28/16	ROYAL BRASS INC	798470-002	Miscellaneous Equipment Parts & Supplies	150.18	0.00	150.18	<b>\$150.18</b>
xxx283122	7/28/16	SCP DISTRIBUTORS LLC	36840840	Materials - Land Improve	59.86	0.00	59.86	<b>\$4,839.20</b>
			36841161	Misc Equip Maint & Repair - Materials	4,779.34	0.00	4,779.34	
xxx283123	7/28/16	SCUSD TRANSPORTATION	16-181	Excursions	1,543.33	0.00	1,543.33	<b>\$1,543.33</b>
xxx283124	7/28/16	SAFEWAY INC	802151-072116	Food Products	121.45	0.00	121.45	<b>\$174.93</b>
			807967-060116	Special Events	53.48	0.00	53.48	
xxx283125	7/28/16	SAN JOSE CONSERVATION CORPS	6458	Recycling Services	4,166.67	0.00	4,166.67	<b>\$4,166.67</b>
xxx283126	7/28/16	SANTA CLARA COUNTY DIVISION OF ANIMAL	010116-063016	Contracts/Service Agreements	2,000.00	0.00	2,000.00	<b>\$2,000.00</b>
xxx283127	7/28/16	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	H5829779200	Medical Services	1,767.00	0.00	1,767.00	<b>\$1,767.00</b>
xxx283128	7/28/16	SIERRA CHEMICAL CO	SLS10034615	Chemicals	75.07	0.00	75.07	<b>\$75.07</b>
xxx283129	7/28/16	SIERRA PACIFIC TURF SUPPLY INC	0480854-IN	Materials - Land Improve	386.49	0.00	386.49	<b>\$1,258.80</b>
			0481522-IN	Materials - Land Improve	584.62	0.00	584.62	
			0481906-IN	Materials - Land Improve	287.69	0.00	287.69	
xxx283130	7/28/16	SITEONE LANDSCAPE SUPPLY LLC	76480635	Materials - Land Improve	94.25	0.00	94.25	<b>\$94.25</b>
xxx283131	7/28/16	SMART & FINAL INC	164418-071216	Food Products	109.72	0.00	109.72	<b>\$462.70</b>
			164418-071216	General Supplies	24.96	0.00	24.96	
			169515-072016	Food Products	181.68	0.00	181.68	
			170676-072216	Food Products	116.82	0.00	116.82	
			170676-072216	General Supplies	19.75	0.00	19.75	
			170696-072216	Food Products	9.77	0.00	9.77	
xxx283132	7/28/16	SPORTZANIA INC DBA SKYHAWKS SPORTS	2031	Rec Instructors/Officials	9,725.10	0.00	9,725.10	<b>\$45,435.50</b>
			2032	Rec Instructors/Officials	11,277.00	0.00	11,277.00	
			2033	Miscellaneous Services	3,705.00	0.00	3,705.00	
			2035	Rec Instructors/Officials	20,728.40	0.00	20,728.40	
xxx283133	7/28/16	ST FRANCIS ELECTRIC INC	SAFERTS2014#03	Construction Services	73,587.17	0.00	73,587.17	<b>\$73,587.17</b>
xxx283134	7/28/16	STEVEN C DOLEZAL PHD	JUNE2016	Professional Services	600.00	0.00	600.00	<b>\$600.00</b>
xxx283135	7/28/16	STIFEL NICOLAUS & CO INC	062016-0029	Financial Services	2,437.30	0.00	2,437.30	<b>\$2,437.30</b>

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xxx283136	7/28/16	SUNNYVALE SCHOOL DISTRICT	07222016TRIP	Travel Related Services	125.00	0.00	125.00	<b>\$125.00</b>
xxx283137	7/28/16	SUPPLYWORKS	372979013	Inventory Purchase	140.54	1.19	139.35	<b>\$337.72</b>
			373114024	Inventory Purchase	-10.82	0.00	-10.82	
			373366533	Inventory Purchase	211.30	2.11	209.19	
xxx283138	7/28/16	TMT ENTERPRISES INC	85566	Materials - Land Improve	1,094.26	0.00	1,094.26	<b>\$1,094.26</b>
xxx283139	7/28/16	TELSTAR INSTRUMENTS INC	86790	Miscellaneous Equipment Parts & Supplies	498.79	0.00	498.79	<b>\$498.79</b>
xxx283140	7/28/16	THE LEW EDWARDS GROUP	2023	Consultants	6,500.00	0.00	6,500.00	<b>\$6,500.00</b>
xxx283141	7/28/16	THOMSON REUTERS WEST	834356637	Books & Publications	573.61	0.00	573.61	<b>\$573.61</b>
xxx283142	7/28/16	TURF & INDUSTRIAL EQUIPMENT CO	IV17209	Misc Equip Maint & Repair - Materials	304.46	0.00	304.46	<b>\$304.46</b>
xxx283143	7/28/16	US SECURITY ASSOC INC	1254109	Professional Services	2,620.20	0.00	2,620.20	<b>\$3,045.94</b>
			1254110	Professional Services	1,948.71	0.00	1,948.71	
			1307157	Professional Services	-2,620.20	0.00	-2,620.20	
			1307158	Professional Services	873.40	0.00	873.40	
			1307161	Professional Services	-1,948.71	0.00	-1,948.71	
			1307162	Professional Services	649.57	0.00	649.57	
			1326697	Professional Services	873.40	0.00	873.40	
			1326698	Professional Services	649.57	0.00	649.57	
xxx283144	7/28/16	UNDERGROUND SERVICE ALERT	16070314	Membership Fees	7,721.80	0.00	7,721.80	<b>\$7,721.80</b>
xxx283145	7/28/16	UNITED SITE SERVICES INC	114-4185179	Equipment Rental/Lease	282.28	0.00	282.28	<b>\$335.04</b>
			114-4214289	Equipment Rental/Lease	52.76	0.00	52.76	
xxx283146	7/28/16	UNIVERSITY OF CALIFORNIA SANTA CRUZ	56921	DED Services/Training - Training	287.00	0.00	287.00	<b>\$287.00</b>
xxx283147	7/28/16	VERIZON WIRELESS	9768400717	Utilities - Mobile Phones - City Mobile Phones	172.21	0.00	172.21	<b>\$172.21</b>
xxx283148	7/28/16	VINCENT ELECTRIC MOTOR CO	0902588	Water/Wastewater Treat Equip	3,434.24	0.00	3,434.24	<b>\$8,078.70</b>
			0902591	Misc Equip Maint & Repair - Labor	1,435.00	0.00	1,435.00	
			0902591	Misc Equip Maint & Repair - Materials	3,209.46	0.00	3,209.46	
			0920588	Water/Wastewater Treat Equip	0.00	0.00	0.00	
xxx283149	7/28/16	WHCI PLUMBING SUPPLY	S2126735.001	Bldg Maint Matls & Supplies	584.52	0.00	584.52	<b>\$584.52</b>
xxx283150	7/28/16	WINSUPPLY OF SILICON VALLEY	661463 00	Electrical Parts & Supplies	17.48	0.00	17.48	<b>\$17.48</b>
xxx283151	7/28/16	SANTA CLARA COUNTY CLERK-RECORDER	PLAYGD EQUIP	Permit Fees	50.00	0.00	50.00	<b>\$50.00</b>
xxx283153	7/28/16	R E P NUT N BOLT GUY						<b>\$253.55</b>

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			27516	Inventory Purchase	125.51	0.00	125.51	
			27524	Inventory Purchase	128.04	0.00	128.04	
xxx283154	7/28/16	SUNRUN INSTALLATION SERVICES	2016-2955	Permit - Building	280.50	0.00	280.50	<b>\$382.50</b>
			2016-2955	Permit - Electrical	84.00	0.00	84.00	
			2016-2955	Technology Surcharge	18.00	0.00	18.00	
xxx002508	7/26/16	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002508	Retirement Benefits - Deferred Comp - City Portion	1,426.46	0.00	1,426.46	<b>\$161,688.51</b>
			950002508	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	-3.87	0.00	-3.87	
			950002508	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	64,587.76	0.00	64,587.76	
			950002508	Retirement Benefits - Safety Tier 1&2 Employer Required Cont.	-120.18	0.00	-120.18	
			950002508	Retirement Benefits - Safety Tier 1&2 Emplyr Paid Member Cont	95,798.34	0.00	95,798.34	
xxx100601	7/29/16	STATE BOARD OF EQUAL DIRECT DEPOSIT	145451	Use Tax Payable	17,529.77	0.00	17,529.77	<b>\$17,529.77</b>
xxx906073	7/26/16	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	117,384.63	0.00	117,384.63	<b>\$117,384.63</b>
<b>Grand Total Payment Amount</b>								<b><u>\$3,427,506.91</u></b>

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<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>	<b>Payment Total</b>
xxx283155	8/2/16	AT&T	000008310307	Utilities - Telephone	1,319.72	0.00	1,319.72	<b>\$9,383.05</b>
			000008310309	Utilities - Telephone	1,312.89	0.00	1,312.89	
			000008336703	Utilities - Telephone	34.84	0.00	34.84	
			000008337100	Utilities - Telephone	2,907.25	0.00	2,907.25	
			000008337299	Utilities - Telephone	34.27	0.00	34.27	
			000008339807	Utilities - Telephone	3,774.08	0.00	3,774.08	
xxx283156	8/2/16	ACE FIRE EQUIPMENT & SERVICE CO INC	3296	Facilities Maint & Repair - Labor	281.36	0.00	281.36	<b>\$414.95</b>
			3297	Facilities Maint & Repair - Labor	133.59	0.00	133.59	
xxx283157	8/2/16	ACTION SIGN SYSTEMS	32143	Supplies, Office 1	40.14	0.00	40.14	<b>\$40.14</b>
xxx283158	8/2/16	AD CLUB	279350	Advertising Services	935.00	0.00	935.00	<b>\$935.00</b>
xxx283159	8/2/16	ADAMSON POLICE PRODUCTS	INV218523	Ammunition	12,413.82	0.00	12,413.82	<b>\$12,605.13</b>
			INV218639	Clothing, Uniforms & Access	191.31	0.00	191.31	
xxx283160	8/2/16	ADVANCED CHEMICAL TRANSPORT INC	109445	Materials - Land Improve	282.75	0.00	282.75	<b>\$282.75</b>
xxx283161	8/2/16	AERIAL LIFT SERVICE CO	10517W	Facilities Maint & Repair - Labor	875.00	0.00	875.00	<b>\$1,425.00</b>
			10519W	Facilities Maint & Repair - Labor	550.00	0.00	550.00	
xxx283162	8/2/16	AIR LIQUIDE AMERICA SPECIALTY GASES LLC	64647139	Supplies, First Aid	179.37	0.00	179.37	<b>\$437.91</b>
			65095085	Equipment Rental/Lease	179.37	0.00	179.37	
			65178020	Inventory Purchase	79.17	0.00	79.17	
xxx283163	8/2/16	AMERICAN RED CROSS	10466810	Supplies, First Aid	175.00	0.00	175.00	<b>\$175.00</b>
xxx283164	8/2/16	BADGER METER INC	1108718	Water Meters	5,121.44	0.00	5,121.44	<b>\$5,121.44</b>
xxx283165	8/2/16	BAY AREA POLYGRAPH	679	Investigation Expense	3,425.00	0.00	3,425.00	<b>\$3,425.00</b>
xxx283166	8/2/16	BAY-VALLEY PEST CONTROL INC	0208440	Services Maintain Land Improv	58.00	0.00	58.00	<b>\$1,599.00</b>
			0208615	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0208859	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0208860	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0208861	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0208862	Facilities Maint & Repair - Labor	88.00	0.00	88.00	
			0208863	Facilities Maint & Repair - Labor	43.00	0.00	43.00	
			0208864	Facilities Maint & Repair - Labor	43.00	0.00	43.00	

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			0208865	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0208866	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0208867	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0208868	Facilities Maint & Repair - Labor	59.00	0.00	59.00	
			0208869	Facilities Maint & Repair - Labor	72.00	0.00	72.00	
			0208870	Facilities Maint & Repair - Labor	64.00	0.00	64.00	
			0208872	Facilities Maint & Repair - Labor	32.00	0.00	32.00	
			0208873	Facilities Maint & Repair - Labor	56.00	0.00	56.00	
			0208875	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0208876	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0208877	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0208878	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0208879	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0208880	Facilities Maint & Repair - Labor	42.00	0.00	42.00	
			0208881	Facilities Maint & Repair - Labor	86.00	0.00	86.00	
			0208902	Services Maintain Land Improv	120.00	0.00	120.00	
			0208905	Services Maintain Land Improv	58.00	0.00	58.00	
			0209230	Facilities Maint & Repair - Labor	64.00	0.00	64.00	
			0209367	Facilities Maint & Repair - Labor	156.00	0.00	156.00	
xxx283169	8/2/16	BIBLIOTHECA ITG LLC	SI0014467-US	Miscellaneous Equipment	6,695.00	0.00	6,695.00	<b>\$111,982.73</b>
			SI0014621-US	Miscellaneous Equipment	93,300.00	0.00	93,300.00	
			SI0015492-US	Misc Equip Maint & Repair - Materials	9,228.92	0.00	9,228.92	
			SI0015668-US	Library Periodicals/Databases	2,758.81	0.00	2,758.81	
xxx283170	8/2/16	BIGGS CARDOSA ASSOC INC	69595	Consultants	12,417.99	0.00	12,417.99	<b>\$12,417.99</b>
xxx283171	8/2/16	BOETHING TREELAND FARMS INC	SI-1079074	Materials - Land Improve	1,212.96	0.00	1,212.96	<b>\$1,518.42</b>
			SI-1079075	Materials - Land Improve	305.46	0.00	305.46	
xxx283172	8/2/16	BOUND TREE MEDICAL LLC	82214151	Inventory Purchase	3,070.13	0.00	3,070.13	<b>\$3,070.13</b>
xxx283173	8/2/16	CALTRONICS BUSINESS SYSTEMS	2038873	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	<b>\$190.00</b>
			2049651	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	
xxx283174	8/2/16	CAROLLO ENGINEERS	0150569	Professional Services	186,520.73	0.00	186,520.73	<b>\$186,520.73</b>
xxx283175	8/2/16	COAST PERSONNEL SERVICES INC	243443	Contracts/Service Agreements	773.76	0.00	773.76	<b>\$10,444.63</b>



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			243444	Contracts/Service Agreements	846.30	0.00	846.30	
			243445	Contracts/Service Agreements	1,170.05	0.00	1,170.05	
			243503	Contracts/Service Agreements	1,873.95	0.00	1,873.95	
			243504	Contracts/Service Agreements	967.20	0.00	967.20	
			243505	Contracts/Service Agreements	835.75	0.00	835.75	
			243506	Contracts/Service Agreements	2,025.08	0.00	2,025.08	
			243507	Contracts/Service Agreements	1,952.54	0.00	1,952.54	
xxx283179	8/2/16	CORIX WATER PRODUCTS (US) INC	17613018566	Materials - Land Improve	1,827.80	0.00	1,827.80	<b>\$5,355.23</b>
			17613018567	Materials - Land Improve	693.55	0.00	693.55	
			17613020213	Inventory Purchase	2,860.18	26.30	2,833.88	
xxx283180	8/2/16	CUBE SOLUTIONS	18985	Occupational Health and Safety Services - Ergonomics Equipment	124.64	0.00	124.64	<b>\$2,762.32</b>
			18985	Furniture	183.99	0.00	183.99	
			18986	Occupational Health and Safety Services - Ergonomics Equipment	651.94	0.00	651.94	
			18986	Furniture	962.41	0.00	962.41	
			19031	Occupational Health and Safety Services - Ergonomics Equipment	316.98	0.00	316.98	
			19031	Furniture	467.95	0.00	467.95	
			19047	Occupational Health and Safety Services - Ergonomics Equipment	54.41	0.00	54.41	
xxx283181	8/2/16	D & M TRAFFIC SERVICES INC	48160	Inventory Purchase	1,637.78	0.00	1,637.78	<b>\$1,915.09</b>
			48278	Inventory Purchase	277.31	0.00	277.31	
xxx283182	8/2/16	D W NICHOLSON CORP	6110	Misc Equip Maint & Repair - Labor	10,411.33	0.00	10,411.33	<b>\$12,539.35</b>
			6110	Misc Equip Maint & Repair - Materials	2,128.02	0.00	2,128.02	
xxx283183	8/2/16	DGS	0383677-IN	Miscellaneous Equipment	1,409.00	0.00	1,409.00	<b>\$1,409.00</b>
xxx283184	8/2/16	DHK ENGINEERS INC	4250	Professional Services	3,385.00	0.00	3,385.00	<b>\$3,385.00</b>
xxx283186	8/2/16	DELTA DENTAL INSURANCE CO	BE001733592	Insurances - Dental	1,607.20	0.00	1,607.20	<b>\$1,607.20</b>
xxx283187	8/2/16	DEPARTMENT OF JUSTICE	176392	Pre-Employment Testing	1,376.00	0.00	1,376.00	<b>\$1,376.00</b>
xxx283188	8/2/16	DISCOUNT SCHOOL SUPPLY	W25764700102	General Supplies	111.14	0.00	111.14	<b>\$111.14</b>
xxx283189	8/2/16	EMPIRE SAFETY & SUPPLY	0082284-IN	Inventory Purchase	313.85	0.00	313.85	<b>\$313.85</b>
xxx283190	8/2/16	ENVIRONMENTAL RESOURCE ASSOC	797493	General Supplies	300.42	0.00	300.42	<b>\$1,490.83</b>

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			797875	General Supplies	756.99	0.00	756.99	
			797965	General Supplies	433.42	0.00	433.42	
xxx283191	8/2/16	ESPINOZA TREE SERVICE	111	Professional Services	500.00	0.00	500.00	<b>\$500.00</b>
xxx283192	8/2/16	FAST RESPONSE ON-SITE TESTING INC	13228	Occupational Health and Safety Services	170.00	0.00	170.00	<b>\$170.00</b>
xxx283193	8/2/16	FIRST PLACE INC	84789	General Supplies	143.55	0.00	143.55	<b>\$586.73</b>
			84832	Customized Products	400.00	0.00	400.00	
			84832	General Supplies	43.18	0.00	43.18	
xxx283194	8/2/16	FISHER SCIENTIFIC CO LLC	8145976	General Supplies	129.76	0.00	129.76	<b>\$3,128.63</b>
			9741996	General Supplies	2,998.87	0.00	2,998.87	
xxx283195	8/2/16	FITGUARD INC	0000114770	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	<b>\$1,016.69</b>
			0000114772	Misc Equip Maint & Repair - Labor	95.00	0.00	95.00	
			0000114778	Misc Equip Maint & Repair - Labor	120.00	0.00	120.00	
			0000114778	Misc Equip Maint & Repair - Materials	706.69	0.00	706.69	
xxx283196	8/2/16	FRANK A OLSEN CO INC	235888	Water/Wastewater Treat Equip	7,806.91	0.00	7,806.91	<b>\$7,806.91</b>
xxx283197	8/2/16	GRM INFORMATION MANAGEMENT SERVICES	0076918	Records Related Services	2,613.08	0.00	2,613.08	<b>\$2,613.08</b>
xxx283198	8/2/16	GARDENLAND POWER EQUIPMENT	396497	Hand Tools	684.14	0.00	684.14	<b>\$684.14</b>
xxx283199	8/2/16	GETINGE USA INC	2154872	Equipment Maintenance & Repair Labor	1,417.25	0.00	1,417.25	<b>\$1,417.25</b>
xxx283200	8/2/16	GLOBAL ACCESS INC	14730	Software As a Service	236.00	0.00	236.00	<b>\$236.00</b>
xxx283201	8/2/16	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1091955	Inventory Purchase	3,617.73	0.00	3,617.73	<b>\$3,617.73</b>
xxx283202	8/2/16	GRAINGER	9173155111	Inventory Purchase	443.37	0.00	443.37	<b>\$443.37</b>
xxx283203	8/2/16	GRANITEROCK CO	973057	Materials - Land Improve	17,473.25	0.00	17,473.25	<b>\$22,239.21</b>
			973057A	Materials - Land Improve	817.05	0.00	817.05	
			973693	Materials - Land Improve	3,948.91	0.00	3,948.91	
xxx283204	8/2/16	GRAYBAR ELECTRIC CO INC	985931083	Comm Equip Maintain & Repair - Materials 2	903.70	0.00	903.70	<b>\$903.70</b>
			985948114	Software Licensing & Support	405.20	0.00	405.20	
			986181468	Software Licensing & Support	-405.20	0.00	-405.20	
xxx283205	8/2/16	HACH CO INC	10007728	General Supplies	1,952.12	0.00	1,952.12	<b>\$1,952.12</b>
xxx283206	8/2/16	HAWKINS TRAFFIC SAFETY SUPPLY	INV003940	Miscellaneous Equipment Parts & Supplies	154.94	0.00	154.94	<b>\$154.94</b>
xxx283207	8/2/16	HDL COREN & CONE	0023004-IN	Financial Services	645.00	0.00	645.00	<b>\$645.00</b>

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xxx283210	8/2/16	IDEXX DISTRIBUTION GROUP	3004824413	General Supplies	28.29	0.00	28.29	<b>\$3,610.04</b>
			3005110511	General Supplies	3,581.75	0.00	3,581.75	
xxx283211	8/2/16	INDEPENDENT ELECTRIC SUPPLY INC	S102859362.001	Electrical Parts & Supplies	132.55	0.00	132.55	<b>\$977.91</b>
			S102861581.001	Electrical Parts & Supplies	88.41	0.00	88.41	
			S102867130.001	Electrical Parts & Supplies	241.55	0.00	241.55	
			S102870631.001	Electrical Parts & Supplies	515.40	0.00	515.40	
xxx283212	8/2/16	INGRAM LIBRARY SERVICES INC	94026650	Library Acquisitions, Books	4,510.89	0.00	4,510.89	<b>\$26,922.90</b>
			94026650	Library Materials Preprocessing	360.63	0.00	360.63	
			94026651	Library Acquisitions, Books	8,016.50	0.00	8,016.50	
			94026651	Library Materials Preprocessing	612.59	0.00	612.59	
			94026652	Library Acquisitions, Books	893.41	0.00	893.41	
			94026652	Library Materials Preprocessing	84.21	0.00	84.21	
			94026653	Library Acquisitions, Books	10,427.76	0.00	10,427.76	
			94026653	Library Materials Preprocessing	1,115.08	0.00	1,115.08	
			94026654	Library Acquisitions, Books	838.80	0.00	838.80	
			94026654	Library Materials Preprocessing	63.03	0.00	63.03	
xxx283213	8/2/16	INSIGHT PUBLIC SECTOR INC	1100480298	Computer Software	3,488.40	0.00	3,488.40	<b>\$7,482.38</b>
			1100484762	Computer Software	123.75	0.00	123.75	
			1100484958	Computer Software	3,870.23	0.00	3,870.23	
xxx283214	8/2/16	JACOBSEN WEST	90074032	Parts, Vehicles & Motor Equip	389.13	0.00	389.13	<b>\$1,065.58</b>
			90082548	Parts, Vehicles & Motor Equip	446.33	0.00	446.33	
			90082784	Parts, Vehicles & Motor Equip	230.12	0.00	230.12	
xxx283216	8/2/16	KELLY MOORE PAINT CO INC	820-28820722	Bldg Maint Matls & Supplies	16.12	0.00	16.12	<b>\$45.43</b>
			820-296379	Bldg Maint Matls & Supplies	29.31	0.00	29.31	
xxx283217	8/2/16	KELLY PAPER CO	8024637	General Supplies	855.11	0.00	855.11	<b>\$1,510.87</b>
			8029972	General Supplies	-15.23	0.00	-15.23	
			8034534	General Supplies	180.53	0.00	180.53	
			8053708	General Supplies	490.46	0.00	490.46	
xxx283218	8/2/16	KOHLWEISS AUTO PARTS INC	01OX1647	Inventory Purchase	1,154.59	23.09	1,131.50	<b>\$1,131.50</b>
xxx283219	8/2/16	L N CURTIS & SONS INC	INV37884	Miscellaneous Equipment	12,321.38	0.00	12,321.38	<b>\$12,321.38</b>

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xxx283220	8/2/16	L3 COMMUNICATIONS MOBILE VISION INC	0242914-IN	Comm Equip Maintain & Repair - Materials 2	132.48		0.00	132.48	<b>\$132.48</b>
xxx283221	8/2/16	LA OFERTA	31278	Advertising Services	2,292.00		0.00	2,292.00	<b>\$2,292.00</b>
xxx283222	8/2/16	LYNGSO GARDEN MATERIALS INC	918443	Materials - Land Improve	2,476.24		0.00	2,476.24	<b>\$2,476.24</b>
xxx283223	8/2/16	MIDWEST TAPE	94141977	Library Acquis, Audio/Visual	173.93		0.00	173.93	<b>\$260.91</b>
			94141979	Library Acquis, Audio/Visual	86.98		0.00	86.98	
xxx283224	8/2/16	OTIS ELEVATOR COMPANY	SJ66427816	Facilities Maint & Repair - Labor	1,462.47		0.00	1,462.47	<b>\$1,462.47</b>
xxx283225	8/2/16	OVERDRIVE INC	0910-114750687	Library Periodicals/Databases	414.74		0.00	414.74	<b>\$1,330.59</b>
			0910-122719430	Library Periodicals/Databases	512.35		0.00	512.35	
			MR-0021262	Library Periodicals/Databases	403.50		0.00	403.50	
xxx283226	8/2/16	PAYFLEX SYSTEMS USA INC	128934-865740	Insurances - Depend Care & Health Care Rmb Admin Fees	721.50		0.00	721.50	<b>\$721.50</b>
xxx283227	8/2/16	PACIFIC JANITORIAL SUPPLY CO	30037462	Inventory Purchase	802.58		0.00	802.58	<b>\$1,209.98</b>
			30037645	Inventory Purchase	340.21		0.00	340.21	
			30037645-1	Inventory Purchase	67.19		0.00	67.19	
xxx283228	8/2/16	PACIFIC WEST SECURITY INC	1029819-IN	Alarm Services	79.00		0.00	79.00	<b>\$997.00</b>
			1029960-IN	Alarm Services	90.00		0.00	90.00	
			1029961-IN	Facilities Maint & Repair - Labor	116.00		0.00	116.00	
			1029962-IN	Facilities Maint & Repair - Labor	199.00		0.00	199.00	
			1029963-IN	General Supplies	121.00		0.00	121.00	
			1029964-IN	General Supplies	167.00		0.00	167.00	
			1029965-IN	General Supplies	92.00		0.00	92.00	
			1029989-IN	Alarm Services	133.00		0.00	133.00	
xxx283229	8/2/16	PATSONS MEDIA GROUP	201154	Printing & Related Services	65.00		0.00	65.00	<b>\$65.00</b>
xxx283230	8/2/16	PEARSON BUICK GMC	280037	Parts, Vehicles & Motor Equip	22.70		0.00	22.70	<b>\$66.25</b>
			280098	Parts, Vehicles & Motor Equip	43.55		0.00	43.55	
xxx283231	8/2/16	PFEIFFER ELECTRIC CO INC	14506	Facilities Maint & Repair - Labor	4,330.00		0.00	4,330.00	<b>\$4,330.00</b>
xxx283232	8/2/16	PITNEY BOWES INC	1000799331	Equipment Rental/Lease	208.80		0.00	208.80	<b>\$208.80</b>
xxx283233	8/2/16	POLYDYNE INC	1060271	Chemicals	33,276.60		0.00	33,276.60	<b>\$33,276.60</b>
xxx283234	8/2/16	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	5766	Vehicles & Motorized Equip	460.00		0.00	460.00	<b>\$3,110.60</b>
			5767	Vehicles & Motorized Equip	2,650.60		0.00	2,650.60	

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xxx283235	8/2/16	R & R REFRIGERATION & AIR CONDITIONING	60419	Facilities Maint & Repair - Labor	300.00	0.00	300.00	<b>\$300.00</b>
xxx283236	8/2/16	RECREATION PLUS	2595	Rec Instructors/Officials	3,038.75	0.00	3,038.75	<b>\$3,038.75</b>
xxx283237	8/2/16	REED & GRAHAM INC	866346	Materials - Land Improve	429.94	0.00	429.94	<b>\$4,071.16</b>
			866471	Materials - Land Improve	1,235.77	0.00	1,235.77	
			866589	Materials - Land Improve	351.97	0.00	351.97	
			866874	Materials - Land Improve	485.44	0.00	485.44	
			867033	Materials - Land Improve	767.86	0.00	767.86	
			867136	Materials - Land Improve	800.18	0.00	800.18	
xxx283238	8/2/16	REFRIGERATION SUPPLIES DISTRIBUTOR	38334349-00	Bldg Maint Matls & Supplies	360.08	0.00	360.08	<b>\$360.08</b>
xxx283239	8/2/16	RICH VOSS TRUCKING INC	14640	Materials - Land Improve	1,598.85	0.00	1,598.85	<b>\$1,598.85</b>
xxx283240	8/2/16	ROYAL COACH TOURS INC	7857	Travel Related Services	1,097.68	0.00	1,097.68	<b>\$1,097.68</b>
xxx283241	8/2/16	SC FUELS	3096656	Inventory Purchase	16,590.89	0.00	16,590.89	<b>\$16,590.89</b>
xxx283242	8/2/16	SFO REPROGRAPHICS	31896	Printing & Related Services	1,028.78	0.00	1,028.78	<b>\$5,029.16</b>
			32059	Printing & Related Services	726.99	0.00	726.99	
			32060	Printing & Related Services	1,402.88	0.00	1,402.88	
			32061	Printing & Related Services	1,772.63	0.00	1,772.63	
			32306	Printing & Related Services	97.88	0.00	97.88	
xxx283243	8/2/16	SAFEWAY INC	809689-071116	General Supplies	18.77	0.00	18.77	<b>\$18.77</b>
xxx283245	8/2/16	SHRED-IT USA LLC	9411387084	Records Related Services	49.50	0.00	49.50	<b>\$49.50</b>
xxx283246	8/2/16	SIERRA CHEMICAL CO	SLS10036199	Chemicals	4,935.04	0.00	4,935.04	<b>\$4,935.04</b>
xxx283247	8/2/16	SIGN WIZ	11616	General Supplies	151.18	0.00	151.18	<b>\$151.18</b>
xxx283248	8/2/16	SILICON VALLEY COMMUNITY FOUNDATION	070115-063016	Taxes & Licenses - Misc	493.50	0.00	493.50	<b>\$493.50</b>
xxx283249	8/2/16	SILICON VALLEY SELF DEFENSE LLC	104	Rec Instructors/Officials	1,581.00	0.00	1,581.00	<b>\$1,581.00</b>
xxx283250	8/2/16	SIMPLEX GRINNELL	82705367	Facilities Maint & Repair - Labor	1,112.50	0.00	1,112.50	<b>\$1,275.47</b>
			82705367	Facilities Maint & Repair - Materials	162.97	0.00	162.97	
xxx283251	8/2/16	SITEONE LANDSCAPE SUPPLY LLC	76724354	Inventory Purchase	4,395.63	0.00	4,395.63	<b>\$4,395.63</b>
xxx283252	8/2/16	SOCIETY RIDESHOP LLC	2016-2	Rec Instructors/Officials	3,654.00	0.00	3,654.00	<b>\$3,654.00</b>
xxx283253	8/2/16	SONSRAY MACHINERY LLC	P04017-12	Parts, Vehicles & Motor Equip	172.54	0.00	172.54	<b>\$172.54</b>
xxx283254	8/2/16	SPARTAN TOOL LLC	522310	Miscellaneous Equipment	11,843.55	0.00	11,843.55	<b>\$11,843.55</b>
xxx283255	8/2/16	STATE BOARD OF EQUALIZATION	APR-JUN2016	Taxes & Licenses - Misc	1,221.64	0.00	1,221.64	<b>\$1,221.64</b>

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xxx283256	8/2/16	STEVENS CREEK QUARRY INC	657995	Materials - Land Improve	1,790.75	0.00	1,790.75	<b>\$1,790.75</b>
xxx283257	8/2/16	STUDIO EM GRAPHIC DESIGN	16176	Special Events	353.44	0.00	353.44	<b>\$1,751.04</b>
			16187	Special Events	1,316.04	0.00	1,316.04	
			16188	Advertising Services	81.56	0.00	81.56	
xxx283258	8/2/16	SUBURBAN PROPANE	2059013	Fuel, Oil & Lubricants	29.57	0.00	29.57	<b>\$732.13</b>
			8913	Misc Equip Maint & Repair - Labor	303.25	0.00	303.25	
			8913	Misc Equip Maint & Repair - Materials	399.31	0.00	399.31	
xxx283259	8/2/16	SUNNYVALE FORD	474025	Parts, Vehicles & Motor Equip	521.20	0.00	521.20	<b>\$3,797.17</b>
			474029	Parts, Vehicles & Motor Equip	401.37	0.00	401.37	
			474107	Parts, Vehicles & Motor Equip	18.69	0.00	18.69	
			474135	Parts, Vehicles & Motor Equip	192.14	0.00	192.14	
			474216	Inventory Purchase	425.08	0.00	425.08	
			474238	Parts, Vehicles & Motor Equip	401.37	0.00	401.37	
			FOCS737309	Auto Maint & Repair - Labor	1,147.50	0.00	1,147.50	
			FOCS737309	Auto Maint & Repair - Materials	689.82	0.00	689.82	
xxx283260	8/2/16	SUNNYVALE TOWING INC	291154	Vehicle Towing Services	40.00	0.00	40.00	<b>\$40.00</b>
xxx283261	8/2/16	SUPPLYWORKS	373642990	Inventory Purchase	174.50	1.60	172.90	<b>\$172.90</b>
xxx283262	8/2/16	SWIMS	12502	Contracts/Service Agreements	700.00	0.00	700.00	<b>\$700.00</b>
xxx283263	8/2/16	TALBOTS STEAM CLEANING	1132	Furniture	160.00	0.00	160.00	<b>\$160.00</b>
xxx283264	8/2/16	TARGET SPECIALTY PRODUCTS INC	PI0451966	Materials - Land Improve	553.26	0.00	553.26	<b>\$553.26</b>
xxx283265	8/2/16	THERMO ELECTRON NORTH AMERICA LLC	9020630836	Water/Wastewater Treat Equip	43,147.36	0.00	43,147.36	<b>\$43,147.36</b>
xxx283266	8/2/16	THYSSENKRUPP ELEVATOR CORP	3002616731	Facilities Maint & Repair - Labor	1,265.58	0.00	1,265.58	<b>\$1,265.58</b>
xxx283267	8/2/16	TINT OF CLASS	16711	Facilities Maint & Repair - Labor	75.00	0.00	75.00	<b>\$75.00</b>
xxx283268	8/2/16	TRICOR AMERICA INC	M630259	Contracts/Service Agreements	737.00	0.00	737.00	<b>\$737.00</b>
xxx283269	8/2/16	USA BLUEBOOK	994140	Miscellaneous Equipment	130.45	0.00	130.45	<b>\$130.45</b>
xxx283270	8/2/16	USDA-APHIS GENERAL	3002064225	Services Maintain Land Improv	3,356.44	0.00	3,356.44	<b>\$3,356.44</b>
xxx283271	8/2/16	UNITED SITE SERVICES INC	114-4214695	Equipment Rental/Lease	115.10	0.00	115.10	<b>\$115.10</b>
xxx283272	8/2/16	UNITED STATES POSTAL SERVICE	P#2661000-0716	Mailing & Delivery Services	215.00	0.00	215.00	<b>\$215.00</b>
xxx283273	8/2/16	UNIVAR USA INC	SJ756859	Chemicals	4,242.58	0.00	4,242.58	<b>\$4,242.58</b>
xxx283274	8/2/16	URBAN LIBRARIES COUNCIL	811	Membership Fees	6,000.00	0.00	6,000.00	<b>\$6,000.00</b>
xxx283275	8/2/16	VWR INTERNATIONAL LLC						<b>\$904.54</b>

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			8045263459	General Supplies	158.11	0.00	158.11	
			8045263460	General Supplies	98.16	0.00	98.16	
			8045411365	General Supplies	390.98	0.00	390.98	
			8045412733	General Supplies	128.43	0.00	128.43	
			8045577241	General Supplies	42.80	0.00	42.80	
			8045595605	General Supplies	34.97	0.00	34.97	
			8045620224	General Supplies	42.00	0.00	42.00	
			8045642840	General Supplies	9.09	0.00	9.09	
xxx283276	8/2/16	VALLEY OIL CO	839062	Inventory Purchase	5,971.28	0.00	5,971.28	<b>\$5,971.28</b>
xxx283277	8/2/16	VIASYN	25900	Utilities - Electric	2,750.00	0.00	2,750.00	<b>\$2,750.00</b>
xxx283278	8/2/16	W A KRAUSS & CO INC	201607	Professional Services	233.75	0.00	233.75	<b>\$233.75</b>
xxx283279	8/2/16	WATER ONE	88857	Facilities Maint & Repair - Labor	1,200.00	0.00	1,200.00	<b>\$1,200.00</b>
xxx283280	8/2/16	WINSUPPLY OF SILICON VALLEY	661226 03	Bldg Maint Matls & Supplies	10.46	0.00	10.46	<b>\$767.69</b>
			661456 00	Miscellaneous Equipment Parts & Supplies	234.49	0.00	234.49	
			661662 01	Bldg Maint Matls & Supplies	93.59	0.00	93.59	
			661805 00	Electrical Parts & Supplies	280.19	0.00	280.19	
			661805 02	Electrical Parts & Supplies	148.96	0.00	148.96	
xxx283281	8/2/16	24 HOUR FITNESS	102247C-JUL16	City Wellness Program	4,500.00	0.00	4,500.00	<b>\$4,500.00</b>
xxx283282	8/2/16	POINT OF VIEW	SPRGSUMFALL 16	Training and Conferences	39.90	0.00	39.90	<b>\$39.90</b>
xxx283283	8/2/16	SAN FRANCISCO ART COMMISSION DOCENT PGM	08082016TOUR	Excursions	100.00	0.00	100.00	<b>\$100.00</b>
xxx283284	8/2/16	ASHLEY LANDRY	181199-73232	Refund Utility Account Credit	198.24	0.00	198.24	<b>\$198.24</b>
xxx283285	8/2/16	HUYNH'S GARDENING SERVICE	BL034543-2017	Business License Tax	10.00	0.00	10.00	<b>\$17.50</b>
			BL071382-2017	Business License Tax	7.50	0.00	7.50	
xxx283286	8/2/16	MICHAEL REUVEN	EP#2016-9417	Technology Surcharge	18.00	0.00	18.00	<b>\$908.00</b>
			EP#2016-9417	Development Water Fees - Fire Flow Testing Fee	890.00	0.00	890.00	
xxx283287	8/2/16	PATRICIA DANIELS	180985-12934	Refund Utility Account Credit	244.27	0.00	244.27	<b>\$244.27</b>
xxx283288	8/2/16	SILVER CLOUD TILE & MARBLE INC	BL071371-2017	Business License Tax	29.29	0.00	29.29	<b>\$29.29</b>
xxx283299	8/4/16	AT&T	7571133302	Software As a Service	209.85	0.00	209.85	<b>\$209.85</b>
xxx283300	8/4/16	AT&T	000008336712	Utilities - Telephone	13,541.56	0.00	13,541.56	<b>\$13,541.56</b>

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xxx283301	8/4/16	ADVANCED FUEL SERVICES INC	904016	Auto Maint & Repair - Labor	93.75	0.00	93.75	<b>\$130.30</b>
			904016	Auto Maint & Repair - Materials	36.55	0.00	36.55	
xxx283302	8/4/16	ADVANCED INFRASTRUCTURE TECHNOLOGIES LLC	160455	Misc Equip Maint & Repair - Materials	4,231.45	0.00	4,231.45	<b>\$4,231.45</b>
xxx283303	8/4/16	AEGIS ITS INC	05N-3571	Services Maintain Land Improv	14,026.55	0.00	14,026.55	<b>\$24,544.35</b>
			18834	Services Maintain Land Improv	3,813.90	0.00	3,813.90	
			18835	Services Maintain Land Improv	6,703.90	0.00	6,703.90	
			18856	Services Maintain Land Improv	0.00	0.00	0.00	
xxx283304	8/4/16	ALAMEDA CTY INFORMATION TECHNOLOGY DEPT	112-1606058	Software As a Service	1,639.84	0.00	1,639.84	<b>\$1,639.84</b>
xxx283305	8/4/16	AMERICAN FIDELITY ADMINISTRATIVE SVCS	13886	Professional Services	530.10	0.00	530.10	<b>\$530.10</b>
xxx283306	8/4/16	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	3VM99	Permit Fees	3,227.00	0.00	3,227.00	<b>\$3,227.00</b>
xxx283307	8/4/16	BILL WILSON CENTER	3	Outside Group Funding	7,271.71	0.00	7,271.71	<b>\$13,084.71</b>
			4	Outside Group Funding	5,813.00	0.00	5,813.00	
xxx283308	8/4/16	BURTONS FIRE INC	S33322	Parts, Vehicles & Motor Equip	90.08	0.00	90.08	<b>\$1,625.24</b>
			S33476	Parts, Vehicles & Motor Equip	1,165.07	0.00	1,165.07	
			S33629	Parts, Vehicles & Motor Equip	370.09	0.00	370.09	
xxx283309	8/4/16	C OVERAA & CO	16244	Misc Equip Maint & Repair - Labor	14,966.75	0.00	14,966.75	<b>\$30,000.00</b>
			16244	Misc Equip Maint & Repair - Materials	15,033.25	0.00	15,033.25	
xxx283310	8/4/16	CPS HR CONSULTING	SOP41990	Personnel Testing Services	1,133.00	0.00	1,133.00	<b>\$1,063.00</b>
			TRRTN31360	Personnel Testing Services	-35.00	0.00	-35.00	
			TRRTN31392	Personnel Testing Services	-35.00	0.00	-35.00	
xxx283311	8/4/16	CENTURY GRAPHICS	44752	Clothing, Uniforms & Access	68.60	0.00	68.60	<b>\$68.60</b>
xxx283312	8/4/16	CHRIS POEHLER AND PATRICIA BUZZINI	CLAIM13-14-12	Liability Claims Paid	36,969.44	0.00	36,969.44	<b>\$36,969.44</b>
			2					
xxx283313	8/4/16	CITY OF SAN JOSE - WORK2FUTURE	JUNE2016	Contracts/Service Agreements	8,454.75	0.00	8,454.75	<b>\$8,454.75</b>
xxx283314	8/4/16	CORIX WATER PRODUCTS (US) INC	17613020786	Inventory Purchase	2,279.62	20.96	2,258.66	<b>\$2,258.66</b>
xxx283316	8/4/16	FEDERAL EXPRESS CORP	5-481-42519	Mailing & Delivery Services	11.54	0.00	11.54	<b>\$17.69</b>
			5-489-42570	Mailing & Delivery Services	6.15	0.00	6.15	
xxx283317	8/4/16	FERGUSON ENTERPRISES INC 1423	1187648	Bldg Maint Matls & Supplies	12,136.50	0.00	12,136.50	<b>\$12,136.50</b>



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xxx283318	8/4/16	FERRARA FIRE APPARATUS INC	INV00000W77878	Parts, Vehicles & Motor Equip	172.89	0.00	172.89	<b>\$172.89</b>
xxx283319	8/4/16	FIRST PLACE INC	84865	Special Events	19.58	0.00	19.58	<b>\$19.58</b>
xxx283320	8/4/16	FRONTIER FORD	GEC17169	Vehicles & Motorized Equip	50,689.75	0.00	50,689.75	<b>\$50,689.75</b>
xxx283321	8/4/16	GARDENLAND POWER EQUIPMENT	397303	Auto Maint & Repair - Labor	78.45	0.00	78.45	<b>\$99.20</b>
			397303	Auto Maint & Repair - Materials	20.75	0.00	20.75	
xxx283322	8/4/16	GOLDFARB LIPMAN ATTORNEYS	119898	Legal Services	24,018.52	0.00	24,018.52	<b>\$57,867.11</b>
			120156	Legal Services	33,848.59	0.00	33,848.59	
xxx283323	8/4/16	GRAINGER	9178082542	Inventory Purchase	92.13	0.00	92.13	<b>\$92.13</b>
xxx283324	8/4/16	GRANICUS INC	78726	Software As a Service	560.00	0.00	560.00	<b>\$560.00</b>
xxx283325	8/4/16	HANSON ASSOC	1543	Consultants	3,600.00	0.00	3,600.00	<b>\$3,600.00</b>
xxx283326	8/4/16	HENRY & LEMOINE ELECTRIC INC	16-1095	Miscellaneous Services	405.00	0.00	405.00	<b>\$405.00</b>
xxx283327	8/4/16	HI TECH EMERGENCY VEHICLE SERVICE INC	154229	Parts, Vehicles & Motor Equip	97.82	0.00	97.82	<b>\$97.82</b>
xxx283328	8/4/16	HYBRID COMMERCIAL PRINTING INC	25853	Printing & Related Services	759.08	0.00	759.08	<b>\$759.08</b>
xxx283329	8/4/16	JACOBSEN WEST	90083717	Equipment Rental/Lease	96.47	0.00	96.47	<b>\$96.47</b>
xxx283330	8/4/16	JAVELCO EQUIPMENT SERVICE INC	51053	Parts, Vehicles & Motor Equip	14.95	0.00	14.95	<b>\$14.95</b>
xxx283331	8/4/16	KME FIRE APPARATUS	CA537489	Parts, Vehicles & Motor Equip	53.09	0.00	53.09	<b>\$53.09</b>
xxx283332	8/4/16	KIDZ LOVE SOCCER	2D6SV315	Rec Instructors/Officials	1,887.00	0.00	1,887.00	<b>\$1,887.00</b>
xxx283333	8/4/16	KOHLWEISS AUTO PARTS INC	01OX1666	Inventory Purchase	3.83	0.08	3.75	<b>\$169.82</b>
			01OX2535	Inventory Purchase	169.46	3.39	166.07	
xxx283334	8/4/16	LAWSON PRODUCTS INC	9304254779	Miscellaneous Equipment Parts & Supplies	402.94	0.00	402.94	<b>\$402.94</b>
xxx283335	8/4/16	LOZANO SUNNYVALE CAR WASH	026	Auto Maint & Repair - Labor	1,480.50	0.00	1,480.50	<b>\$1,480.50</b>
xxx283336	8/4/16	MSI FUEL MANAGEMENT INC	4026	Auto Maint & Repair - Labor	570.00	0.00	570.00	<b>\$570.00</b>
xxx283337	8/4/16	MALLORY SAFETY & SUPPLY LLC	4110264	Inventory Purchase	32.89	0.00	32.89	<b>\$2,267.42</b>
			4111316	Inventory Purchase	516.78	0.00	516.78	
			4111325	Inventory Purchase	34.25	0.00	34.25	
			4111329	Inventory Purchase	208.80	0.00	208.80	
			4114204	Inventory Purchase	948.30	0.00	948.30	
			4114228	Inventory Purchase	94.83	0.00	94.83	
			4116048	Inventory Purchase	103.36	0.00	103.36	
			4120036	Inventory Purchase	328.21	0.00	328.21	

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xxx283338	8/4/16	MCMASTER CARR SUPPLY CO	67967091	Miscellaneous Equipment Parts & Supplies	-67.29	0.00	-67.29	<b>\$86.28</b>
			70808110	Miscellaneous Equipment Parts & Supplies	31.92	0.00	31.92	
			71704623	Supplies, Vehicles/Motor Equip	121.65	0.00	121.65	
xxx283339	8/4/16	MEDICARE	568469568A	Liability Claims Paid	8,030.56	0.00	8,030.56	<b>\$8,030.56</b>
xxx283340	8/4/16	MIDWEST TAPE	94190764	Library Periodicals/Databases	5,395.04	0.00	5,395.04	<b>\$5,395.04</b>
xxx283341	8/4/16	MOTOROLA SOLUTIONS INC	76904425	Comm Equip Maintain & Repair - Labor 1	1,215.50	0.00	1,215.50	<b>\$1,215.50</b>
xxx283342	8/4/16	MUNICIPAL MAINTENANCE EQUIPMENT INC	0111505-IN	Parts, Vehicles & Motor Equip	278.68	0.00	278.68	<b>\$972.70</b>
			0111523-IN	Parts, Vehicles & Motor Equip	30.74	0.00	30.74	
			0111530-IN	Parts, Vehicles & Motor Equip	319.63	0.00	319.63	
			0111619-IN	Parts, Vehicles & Motor Equip	216.91	0.00	216.91	
			0111640-IN	Parts, Vehicles & Motor Equip	126.74	0.00	126.74	
xxx283343	8/4/16	NEXTEL COMMUNICATIONS	223865314-176	Utilities - Mobile Phones - City Mobile Phones	151.96	0.00	151.96	<b>\$151.96</b>
xxx283344	8/4/16	ON ASSIGNMENT LAB SUPPORT	LAB550214395	Salaries - Contract Personnel	850.50	0.00	850.50	<b>\$850.50</b>
xxx283345	8/4/16	ORLANDI TRAILER INC	151388	Parts, Vehicles & Motor Equip	-107.51	0.00	-107.51	<b>\$159.91</b>
			152901	Parts, Vehicles & Motor Equip	97.28	0.00	97.28	
			153387	Parts, Vehicles & Motor Equip	170.14	0.00	170.14	
xxx283346	8/4/16	P&R PAPER SUPPLY CO INC	30086397-01	Inventory Purchase	141.96	0.00	141.96	<b>\$4,478.72</b>
			30087302-00	Inventory Purchase	704.27	0.00	704.27	
			30088456-00	Inventory Purchase	3,587.01	0.00	3,587.01	
			30089348-00	Inventory Purchase	45.48	0.00	45.48	
xxx283347	8/4/16	PAX WATER TECHNOLOGIES	00003300	Electrical Parts & Supplies	12,315.94	0.00	12,315.94	<b>\$12,315.94</b>
xxx283348	8/4/16	PACIFIC COAST TRANE CONTROLS	S80879	Facilities Maint & Repair - Labor	4,727.00	0.00	4,727.00	<b>\$4,727.00</b>
xxx283349	8/4/16	PACIFIC JANITORIAL SUPPLY CO	30037124-1	Inventory Purchase	20.14	0.00	20.14	<b>\$3,106.12</b>
			30037462-1	Inventory Purchase	1,203.86	0.00	1,203.86	
			30037653	Inventory Purchase	529.70	0.00	529.70	
			30037653-1	Inventory Purchase	105.31	0.00	105.31	
			30037741	Inventory Purchase	360.18	0.00	360.18	
			30037913	Inventory Purchase	470.37	0.00	470.37	
			30038018	Inventory Purchase	416.56	0.00	416.56	
xxx283350	8/4/16	PACIFIC TELEMAGEMENT SERVICES	851781	Utilities - Telephone	75.00	0.00	75.00	<b>\$75.00</b>
xxx283351	8/4/16	PAPE MACHINERY						<b>\$203.73</b>

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			10058119	Parts, Vehicles & Motor Equip	58.80	0.00	58.80	
			10065520	Parts, Vehicles & Motor Equip	144.93	0.00	144.93	
xxx283352	8/4/16	PENINSULA BATTERY INC	117408	Inventory Purchase	484.68	0.00	484.68	<b>\$484.68</b>
xxx283353	8/4/16	PETERSON POWER SYSTEMS INC	PC240029729	Miscellaneous Equipment Parts & Supplies	301.58	0.00	301.58	<b>\$6,225.41</b>
			PC240029743	Miscellaneous Equipment Parts & Supplies	214.38	0.00	214.38	
			SW240133060	Misc Equip Maint & Repair - Labor	3,720.00	0.00	3,720.00	
			SW240133060	Misc Equip Maint & Repair - Materials	1,989.45	0.00	1,989.45	
xxx283354	8/4/16	PLAY-WELL TEKNOLOGIES	DB10288	Rec Instructors/Officials	3,000.00	0.00	3,000.00	<b>\$3,000.00</b>
xxx283355	8/4/16	QUALITY ASSURANCE SOLUTIONS LLC	CA-2016-044	Miscellaneous Services	540.00	0.00	540.00	<b>\$540.00</b>
xxx283356	8/4/16	R E P NUT N BOLT GUY	27530	Inventory Purchase	112.67	0.00	112.67	<b>\$112.67</b>
xxx283357	8/4/16	R2 ENGINEERING INC	117338	Miscellaneous Equipment Parts & Supplies	1,232.05	0.00	1,232.05	<b>\$1,966.47</b>
			117341	Miscellaneous Equipment Parts & Supplies	197.44	0.00	197.44	
			117345	Miscellaneous Equipment Parts & Supplies	536.98	0.00	536.98	
xxx283358	8/4/16	RAFT RESOURCE AREA FOR TEACHERS	2016-7-2025	Membership Fees	75.00	0.00	75.00	<b>\$75.00</b>
xxx283359	8/4/16	RF MACDONALD CO INC	231120	Water/Wastewater Treat Equip	17,203.27	0.00	17,203.27	<b>\$17,203.27</b>
xxx283360	8/4/16	RALPH ANDERSEN & ASSOC	INV-00222	Professional Services	14,425.00	0.00	14,425.00	<b>\$14,425.00</b>
xxx283361	8/4/16	RAYVERN LIGHTING SUPPLY CO INC	43810-1	Inventory Purchase	424.78	0.00	424.78	<b>\$5,667.19</b>
			44015-0	Inventory Purchase	693.19	0.00	693.19	
			44015-1	Inventory Purchase	1,458.10	0.00	1,458.10	
			44212-0	Inventory Purchase	3,091.12	0.00	3,091.12	
xxx283362	8/4/16	ROYAL BRASS INC	801382-001	Parts, Vehicles & Motor Equip	42.34	0.00	42.34	<b>\$193.70</b>
			801975-001	Parts, Vehicles & Motor Equip	98.71	0.00	98.71	
			802468-001	Parts, Vehicles & Motor Equip	42.79	0.00	42.79	
			802622-001	Parts, Vehicles & Motor Equip	9.86	0.00	9.86	
xxx283363	8/4/16	SC FUELS	0623022-IN	Inventory Purchase	457.99	0.00	457.99	<b>\$1,510.15</b>
			0646151-IN	Inventory Purchase	545.82	0.00	545.82	
			0648522-IN	Inventory Purchase	506.34	0.00	506.34	
xxx283364	8/4/16	SC FUELS	3103598	Inventory Purchase	17,799.57	0.00	17,799.57	<b>\$17,799.57</b>
xxx283365	8/4/16	SFO REPROGRAPHICS	32396	Printing & Related Services	50.03	0.00	50.03	<b>\$87.01</b>
			32397	Printing & Related Services	36.98	0.00	36.98	
xxx283366	8/4/16	SAFEWAY INC	724956-072716	Special Events	64.63	0.00	64.63	<b>\$108.61</b>

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			729478-071516	Special Events	10.00	0.00	10.00	
			802123-072116	General Supplies	17.66	0.00	17.66	
			806399-072716	Food Products	16.32	0.00	16.32	
xxx283367	8/4/16	SCHOLASTIC	13432169	General Supplies	8,461.90	0.00	8,461.90	<b>\$8,461.90</b>
xxx283368	8/4/16	SIERRA CHEMICAL CO	SLS10036501	Chemicals	2,820.02	0.00	2,820.02	<b>\$2,820.02</b>
xxx283369	8/4/16	SIERRA PACIFIC TURF SUPPLY INC	0482909-IN	General Supplies	171.82	0.00	171.82	<b>\$171.82</b>
xxx283370	8/4/16	SILICON VALLEY POLYTECHNIC INSTITUTE	06302016-331	DED Services/Training - Training	2,700.00	0.00	2,700.00	<b>\$3,000.00</b>
			07112016-335	DED Services/Training - Training	300.00	0.00	300.00	
xxx283371	8/4/16	SITEONE LANDSCAPE SUPPLY LLC	76810446	Inventory Purchase	1,560.03	0.00	1,560.03	<b>\$1,560.03</b>
xxx283372	8/4/16	SMART & FINAL INC	161151-070716	Food Products	131.40	0.00	131.40	<b>\$197.35</b>
			173001-072616	Food Products	65.95	0.00	65.95	
xxx283373	8/4/16	SPORTS TURF MANAGEMENT	17845	Professional Services	400.00	0.00	400.00	<b>\$400.00</b>
xxx283374	8/4/16	ST FRANCIS ELECTRIC INC	LIQUIDTDAMA	Construction Services	-7,000.00	0.00	-7,000.00	<b>\$117,475.44</b>
			GES					
			SAFERTS2014#0	Construction Services	124,475.44	0.00	124,475.44	
			4					
xxx283375	8/4/16	SUNNYVALE BUILDING MAINTENANCE	98911	Professional Services	8,085.16	0.00	8,085.16	<b>\$8,085.16</b>
xxx283376	8/4/16	SUNNYVALE COMMUNITY SERVICES	GFM ACCT	Miscellaneous Services	20,438.95	0.00	20,438.95	<b>\$20,438.95</b>
			BAL					
xxx283377	8/4/16	SUNNYVALE FORD	474693	Inventory Purchase	425.08	0.00	425.08	<b>\$891.73</b>
			475334	Inventory Purchase	466.65	0.00	466.65	
xxx283378	8/4/16	TECHSMART ACADEMY	0003	Professional Services	1,350.00	0.00	1,350.00	<b>\$1,350.00</b>
xxx283379	8/4/16	TIBURON INC	10063	Computer Software	24,000.00	0.00	24,000.00	<b>\$24,000.00</b>
xxx283380	8/4/16	TRICOR AMERICA INC	M630519	General Supplies	40.50	0.00	40.50	<b>\$40.50</b>
xxx283381	8/4/16	TURF & INDUSTRIAL EQUIPMENT CO	IV17295	Parts, Vehicles & Motor Equip	27.93	0.00	27.93	<b>\$1,685.93</b>
			IV17504	Parts, Vehicles & Motor Equip	1,658.00	0.00	1,658.00	
xxx283382	8/4/16	UNITED RENTALS	137185550-004	Equipment Rental/Lease	2,850.86	0.00	2,850.86	<b>\$2,850.86</b>
xxx283383	8/4/16	UNITED ROTARY BRUSH CORP	CI188909	Inventory Purchase	1,801.36	0.00	1,801.36	<b>\$3,419.93</b>
			CI189253	Inventory Purchase	1,618.57	0.00	1,618.57	
xxx283384	8/4/16	UNITED SITE SERVICES INC	114-4214696	Equipment Rental/Lease	159.81	0.00	159.81	<b>\$159.81</b>
xxx283385	8/4/16	UNIVAR USA INC	SJ759043	Chemicals	2,959.92	0.00	2,959.92	<b>\$2,959.92</b>

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xxx283386	8/4/16	UNIVERSITY OF CALIFORNIA SANTA CRUZ	57224	DED Services/Training - Training	4,626.00	0.00	4,626.00	<b>\$10,026.00</b>
			57230	DED Services/Training - Training	5,400.00	0.00	5,400.00	
xxx283387	8/4/16	WALTS CYCLE	386	Clothing, Uniforms & Access	315.24	0.00	315.24	<b>\$532.65</b>
			387	Clothing, Uniforms & Access	217.41	0.00	217.41	
xxx283388	8/4/16	WECK LABORATORIES INC	W6G0948	Water Lab Services	401.83	0.00	401.83	<b>\$401.83</b>
xxx283389	8/4/16	WEST VALLEY STAFFING GROUP	175860	Professional Services	2,631.62	0.00	2,631.62	<b>\$2,631.62</b>
xxx283390	8/4/16	WINSUPPLY OF SILICON VALLEY	661793 00	Miscellaneous Equipment Parts & Supplies	247.49	0.00	247.49	<b>\$247.49</b>
xxx283391	8/4/16	ZAP MANUFACTURING INC	45287	Materials - Land Improve	822.13	0.00	822.13	<b>\$822.13</b>
xxx283392	8/4/16	ZALCO LABORATORIES	1607054	Miscellaneous Services	390.00	0.00	390.00	<b>\$390.00</b>
xxx283393	8/4/16	WAITER.COM INC	G0712399423	Food Products	110.94	0.00	110.94	<b>\$240.15</b>
			G0726426262	Food Products	129.21	0.00	129.21	
xxx283394	8/4/16	PACIFIC GAS & ELECTRIC CO	03958470700716	Utilities - Electric	4,043.87	0.00	4,043.87	<b>\$126,246.00</b>
			11059220090716	Utilities - Electric	5,892.60	0.00	5,892.60	
			11059220250716	Utilities - Gas	874.20	0.00	874.20	
			11059220400716	Utilities - Gas	84.78	0.00	84.78	
			11059220450716	Utilities - Gas	434.51	0.00	434.51	
			11059220500716	Utilities - Gas	16.68	0.00	16.68	
			11059220550716	Utilities - Electric	1,086.10	0.00	1,086.10	
			11059220600716	Utilities - Gas	2,433.22	0.00	2,433.22	
			11059220750716	Utilities - Gas	141.31	0.00	141.31	
			11059220810716	Utilities - Electric	451.27	0.00	451.27	
			11059220900716	Utilities - Gas	56.27	0.00	56.27	
			11059221020716	Utilities - Electric	324.48	0.00	324.48	
			11059221050716	Utilities - Gas	35.83	0.00	35.83	
			11059221060716	Utilities - Electric	919.92	0.00	919.92	
			11059221080716	Utilities - Electric	1,016.10	0.00	1,016.10	
			11059221150716	Utilities - Gas	50.11	0.00	50.11	
			11059221180716	Utilities - Electric	13,146.03	0.00	13,146.03	
			11059221350716	Utilities - Gas	35.88	0.00	35.88	
			11059221400716	Utilities - Gas	911.64	0.00	911.64	
			11059221600716	Utilities - Gas	47.83	0.00	47.83	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			11059221700716	Utilities - Gas	80.53	0.00	80.53	
			11059221730716	Utilities - Electric	1,961.42	0.00	1,961.42	
			11059221850716	Utilities - Gas	8.66	0.00	8.66	
			11059221930716	Utilities - Electric	16,386.95	0.00	16,386.95	
			11059222630716	Utilities - Electric	1,783.87	0.00	1,783.87	
			11059222720716	Utilities - Electric	923.27	0.00	923.27	
			11059224060716	Utilities - Electric	16,728.86	0.00	16,728.86	
			11059224270716	Utilities - Electric	10.51	0.00	10.51	
			11059225100716	Utilities - Gas	68.42	0.00	68.42	
			11059225290716	Utilities - Electric	933.37	0.00	933.37	
			11059225650716	Utilities - Gas	913.94	0.00	913.94	
			11059226380716	Utilities - Electric	10,093.55	0.00	10,093.55	
			11059227030716	Utilities - Electric	726.71	0.00	726.71	
			11059227060716	Utilities - Electric	6,522.00	0.00	6,522.00	
			11059227230716	Utilities - Electric	8,704.19	0.00	8,704.19	
			11059228050716	Utilities - Electric	11,181.26	0.00	11,181.26	
			11059228580716	Utilities - Electric	17,747.83	0.00	17,747.83	
			61266000050716	Utilities - Gas	-616.78	0.00	-616.78	
			89805160050716	Utilities - Electric	10.83	0.00	10.83	
			91290311060716	Utilities - Electric	73.98	0.00	73.98	
xxx283398	8/4/16	ASHOK K GUPTA	2016-7613	Technology Surcharge	18.00	0.00	18.00	<b>\$279.00</b>
			2016-7613	Administrative Request Fees	261.00	0.00	261.00	
xxx283399	8/4/16	LORENA CASAS	135987-12612	Refund Utility Account Credit	185.46	0.00	185.46	<b>\$185.46</b>
xxx283400	8/4/16	SANCO PIPELINES INC	M#14338566	Deposits Payable - Hydrant Meter	2,303.00	0.00	2,303.00	<b>\$2,288.10</b>
			M#14338566	Water Sales - Metered	-14.90	0.00	-14.90	

**Grand Total Payment Amount****\$1,428,567.79**



# City of Sunnyvale

## Agenda Item

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16-0622

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### SUBJECT

Authorize the Issuance of Purchase Orders for Aggregate Base Materials for the Departments of Environmental Services and Public Works (F16-114)

#### REPORT IN BRIEF

Approval is requested to authorize the issuance of three purchase orders for aggregate base materials, for a term of 8/24/16 to 6/30/18, as follows: \$286,355 to Graniterock Company of Redwood City for the Department of Public Works (DPW), \$184,008 to Graniterock for the Department of Environmental Services (ESD), and \$141,982 to Stevens Creek Quarry of Cupertino for ESD. Approval is also requested for delegated authority to the City Manager to renew the purchase orders for two (2) additional one-year periods depending upon available funding and acceptable price and service.

#### EXISTING POLICY

Pursuant to Chapter 2.08 of the Municipal Code, Council approval is required to approve transactions greater than \$100,000, and to award an Invitation for Bids to the lowest responsive and responsible bidder(s).

#### 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.

#### BACKGROUND AND DISCUSSION

Aggregate materials are used by Public Works Operations crews for regular repair work on City streets and parking lots, and also by ESD crews for pavement repairs related to water main breaks and sewer repairs in paved areas.

Invitation for Bids No. F16-114 was posted to the City website in May 2016 and directly provided to three known aggregate materials suppliers in the Bay Area. Sealed bids were publicly opened on June 8, 2016. Two responsive bids were received from Graniterock and Stevens Creek Quarry. The Bid Summary is contained in Attachment 1. Graniterock was the only firm to provide pricing on every item, while Stevens Creek Quarry bid on only two items.

The Invitation for Bids provided for the City to award multiple contracts which identify primary and backup suppliers. By doing this, City crews retain some flexibility in obtaining these materials as they are needed and available. Staff recommends awarding contracts to both bidders, based on bid pricing and to ensure the highest level of availability of materials to meet operational needs as they

arise. Based on the pricing, and subject to availability, Granite Rock is the primary supplier on all materials with the exception of drain rock, which will be primarily supplied by Stevens Creek Quarry.

**FISCAL IMPACT**

Budgeted funds are available in the Department of Public Works operating budget (Program 120 - Pavement Maintenance) and the Environmental Services Department operating budget (Program 360 - Water Resources, and Program 367 - Wastewater Collection Systems).

**Funding Source**

Funding is provided by the General Fund for City streets and parking lots, and from the Water Supply and Distribution Fund and the Wastewater Management Fund for utility related work.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1) Authorize the issuance of purchase orders for a term of 8/24/16 to 6/30/18 in the amounts of \$286,355 for Public Works purposes and \$184,008 for Environmental Services purposes to Graniterock Company; 2) authorize the issuance of a purchase order for a term of 8/24/16 to 6/30/18 in the amount of \$141,982 to Stevens Creek Quarry; and 3) delegate authority to the City Manager to renew the purchase orders for two additional one-year periods, depending upon available funding and acceptable pricing and service.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: John Stufflebean, Director of Environmental Services

Reviewed by: Manuel Pineda, Director of Public Works

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Bid Summary

2. Draft Purchase Orders



## Attachment 1

### Invitation for Bids No. F16-114

### Aggregate Base Materials

### Bid Summary

		<i>Bidder</i>		<i>Bidder</i>	
		Graniterock Company		Stevens Creek Quarry	
Item Description	Estimated Usage	Unit Price	Extended Total	Unit Price	Extended Total
Crushed Granite/Fine 1/4"	2,600 Tons	\$ 43.78	\$ 112,528.00	<b>No Bid</b>	\$ -
Crushed Granite/Medium 3/8"	3,500 Tons	\$ 43.78	\$ 153,230.00	<b>No Bid</b>	\$ -
Aggregate Base Recycled 3/4" Class 2	3,200 Tons	\$ 14.71	\$ 47,072.00	\$ 17.06	\$ 54,592.00
Drain Rock 1 1/2"	3,000 Tons	\$ 38.78	\$ 116,340.00	\$ 29.13	\$ 87,390.00
Cold Mix/Cut Back	300 Tons	\$ 121.31	\$ 36,393.00	<b>No Bid</b>	\$ -
Permanent Asphalt Cold Patch	300 Bags	\$ 16.00	\$ 4,800.00	<b>No Bid</b>	\$ -
<b>TOTAL TAX INCLUDED</b>			<b>\$ 470,363.00</b>		<b>\$ 141,982.00</b>

# ATTACHMENT 2



City of Sunnyvale  
California

Draft Blanket Purchase Order NO

BL007302

<b>ORDERED FROM</b>  00161 - 001  (650) 482-3800  Graniterock Co 365 Blomquist St Redwood City, CA 94063	ORDER DATE	<b>BILL TO:</b>  City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	EFFECTIVE DATE 8/24/1016	
	EXPIRATION DATE 6/30/2018	
	CONTRACT AMOUNT \$286,355.00	
REQUISITIONING DEPARTMENT (9020) DPW/Operations	FOB DEST	FREIGHT CHARGES Destination, freight included in price
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Blanket order for the supply of aggregate materials as required by the Public Works Department for a two (2) year period as follows:  Crushed Granite Fines (1/4" Diameter) - \$43.78/Ton Crushed Granite, Medium (3/8" Diameter) - \$43.78/Ton Cold Mix/Cut Back - \$121.31/Ton Permanent Asphalt Cold Patch - \$16.00/Bag  Prices are delivered but do not include sales tax All invoices to show this order number Awarded by Council x/xx/xxx , RTC No. _____ Purchase Requisition No. RQ016079	DLR	\$1.0000

## AUTHORIZED DEPARTMENT(S)

NO	DEPT NAME	RELEASE AMT
9020	DPW/Operations	\$286,355.00
9022	DPW/Ops - Streets	\$286,355.00

## DOCUMENT TERMS

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov) and must reference the purchase order number. Failure to comply will result in a delay in payment processing.



<b>ORDERED FROM</b>  00161 - 001  (650) 482-3800  Graniterock Co 365 Blomquist St Redwood City, CA 94063	<b>ORDER DATE</b>	<b>BILL TO:</b>  City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	<b>EFFECTIVE DATE</b> 8/24/1016	
	<b>EXPIRATION DATE</b> 6/30/2018	
	<b>CONTRACT AMOUNT</b> \$184,009.00	
<b>REQUISITIONING DEPARTMENT</b> (9021) ESD/Sewer & Storm	<b>FOB</b> DEST	<b>FREIGHT CHARGES</b> Destination, freight included in price
	<b>PAYMENT TERMS</b> N/30	<b>BID NO</b>

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Blanket order for the supply of aggregate materials as required by the Public Works Department for a two (2) year period as follows:  Aggregate Base (3/4"Recycled) Class 2 - \$14.71/Ton Drain Rock (1 1/2") - \$38.78/Ton Cold Mix/Cut Back - \$121.31/Ton Permanent Asphalt Cold Patch - \$16.00/Bag  Prices are delivered but do not include sales tax All invoices to show this order number Awarded by Council x/xx/xxx , RTC No. _____ Purchase Requisition No. RQ016177	DLR	\$1.0000

AUTHORIZED DEPARTMENT(S)		
NO	DEPT NAME	RELEASE AMT
9021	ESD/Sewer & Storm	\$184,009.00
9023	ESD/Water	\$184,009.00

<b>DOCUMENT TERMS</b>  This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to <a href="mailto:accountspayable@sunnyvale.ca.gov">accountspayable@sunnyvale.ca.gov</a> and must reference the purchase order number. Failure to comply will result in a delay in payment processing.
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<b>ORDERED FROM</b> 17194 - 001  (408) 253-2512  Stevens Creek Quarry Inc 12100 Stevens Canyon Rd Cupertino, CA 95014-5415	<b>ORDER DATE</b>	<b>BILL TO:</b>  City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	<b>EFFECTIVE DATE</b> 8/24/1016	
	<b>EXPIRATION DATE</b> 6/30/2018	
	<b>CONTRACT AMOUNT</b> \$141,982.00	
<b>REQUISITIONING DEPARTMENT</b> (9021) ESD/Sewer & Storm	<b>FOB</b> DEST	<b>FREIGHT CHARGES</b> Destination, freight included in price
	<b>PAYMENT TERMS</b> N/30	<b>BID NO</b>

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Blanket order for the supply of aggregate materials as required by the Department of Environmental Services for a two (2) year period as follows:  Aggregate Base (3/4"Recycled) Class 2 - \$17.06/Ton Drain Rock (1 1/2") - \$29.13/Ton  Prices are delivered but do not include sales tax All invoices to show this order number Awarded by Council x/xx/xxx , RTC No. _____ Purchase Requisition No. RQ016177	DLR	\$1.0000

**AUTHORIZED DEPARTMENT(S)**

NO	DEPT NAME	RELEASE AMT
9021	ESD/Sewer & Storm	\$141,982.00
9023	ESD/Water	\$141,982.00

**DOCUMENT TERMS**

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov) and must reference the purchase order number. Failure to comply will result in a delay in payment processing.



# City of Sunnyvale

## Agenda Item

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16-0781

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### **SUBJECT**

Appoint Ms. Rosanne Foust and Mr. James Ruigomez 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 and NOVA Board members Van Dang and Bruce Knopf. 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 two candidates because of the individual strengths and assets each can bring to the NOVA Board and their considerable knowledge of San Mateo County, a community that recently joined the NOVA consortium. In addition, these nominations will fill WIOA-mandated seats representing business, economic development and organized labor.

#### **Ms. Roseanne Foust**

*President and Chief Executive Officer (CEO), San Mateo County Economic Development Association (SAMCEDA)*

Incorporated in 1953, SAMCEDA is the oldest business organization on the Peninsula and today represents diverse companies from leading industry sectors in San Mateo County, including construction, financial services, health care, real estate, biosciences, utilities and transportation. In order to meet the rapid economic change and innovation locally and globally, SAMCEDA provides its members with the necessary resources so that they may thrive here and provide quality jobs for the local community. As President and CEO of SAMCEDA, Ms. Foust is responsible for overseeing all aspects of the organization and working with the Board of Directors to implement advocacy strategies on high priority issues that include workforce development, housing, transportation, and land use. Ms. Foust brings to the NOVA Board extensive experience convening community leaders, businesses and key stakeholders to tackle important regional issues and showcasing innovators that will offer an entrepreneurial approach to solutions.

#### **Mr. James Ruigomez**

*Business Manager, Building and Construction Trades Council of San Mateo County*

The San Mateo County Building and Construction Trades Council of the AFL-CIO is affiliated with 26 local labor unions and represents 16,000 workers. The Council's mission is to help improve the quality of life for all construction workers, promote the value of high-skilled craftsmen and craftswomen, and work to increase the union market share in the construction industry. As Business Manager for the Council, Mr. Ruigomez is responsible for overseeing all aspects of the organization's activities and negotiating community benefit agreements, including Project Labor Agreements, Project Stabilization Agreements, and Memorandums of Understanding. Mr. Ruigomez brings to the NOVA Board over twenty years of experience in the construction industry, ten years as a union representative, significant knowledge of the challenges facing the construction industry in the area of adequate skilled training and self-sufficient wages and benefits, and a commitment to forge solutions that will help working-class families.

These appointments comply 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 Ms. Roseanne Foust and Mr. James Ruigomez 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

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16-0666

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### **SUBJECT**

Authorize the Issuance of a Blanket Purchase Order for the Purchase of Audiovisual Materials for the Sunnyvale Public Library (F16-144)

#### **REPORT IN BRIEF**

Approval is requested to issue a blanket purchase order in the amount of \$147,000 to Midwest Tape of Holland, Ohio for adult and juvenile audiovisual materials for the Sunnyvale Public Library collection for a one-year period. Approval is also requested to delegate authority to the City Manager to renew the agreement for two additional one-year periods, provided pricing and service remain acceptable to the City.

#### **EXISTING POLICY**

Section 2.08.070(b)(6) of the Sunnyvale Municipal Code exempts from competitive bidding public library collection materials or services for the provision of public library collection materials or other books or periodicals.

#### **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 reasonable foreseeable indirect physical change in the environment.

#### **BACKGROUND AND DISCUSSION**

Audiovisual materials in the library collection include adult and juvenile DVDs, Blu-Rays, music CDs, and audiobooks. Midwest Tape is the preferred supplier of these materials on the basis of their discounted pricing, free shipping, broad selection of available titles and formats, audiobook repackaging for libraries, replacement disc availability, and compatibility of the library's software system with Midwest Tape's electronic ordering and invoicing system. The library has also elected to use Midwest Tape's pre-cataloging service, which means that materials are shipped to the library shelf-ready and can be more quickly available to library patrons.

#### **FISCAL IMPACT**

Funding for library materials acquisition is available in the FY 2016/17 Adopted Budget in the Department of Community Services operating budget in the Library program.

#### **Funding Source**

The funding source is the General Fund.

#### **PUBLIC CONTACT**



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

**RECOMMENDATION**

1) Authorize the issuance of a blanket purchase order in substantially the same form as Attachment 1 to the report in the amount of \$147,000 to Midwest Tape; and 2) delegate authority to the City Manager to renew the purchase order for two additional one-year periods, not-to-exceed budgeted amounts, provided pricing and service remain acceptable to the City.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Cynthia Bojorquez, Director of Library and Community Services

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENT**

1. Draft Blanket Purchase Order



City of Sunnyvale  
California

Draft Blanket Purchase Order NO

BL007341

<b>ORDERED FROM</b> 15478 - 001  (800) 875-2785  Midwest Tape 1417 Timberwolf Dr Holland, OH 43528	ORDER DATE	<b>BILL TO:</b>  <b>City of Sunnyvale</b> <b>Finance Department</b> <b>Accounts Payable</b> <b>PO Box 3707</b> <b>Sunnyvale, CA 94088-3707</b>
	EFFECTIVE DATE 9/1/2016	
	EXPIRATION DATE 8/31/2017	
	CONTRACT AMOUNT \$147,000.00	
REQUISITIONING DEPARTMENT (5008) LCS/Library Acquisitions	FOB DEST	FREIGHT CHARGES Destination, freight included in price
	PAYMENT TERMS N/30	BID NO

ITEM	DESCRIPTION	UNIT	UNIT COST
1	Blanket order for the purchase of adult and juvenile audiovisual materials in accordance with the offer letter dated 4/18/2016, attached and incorporated by reference. This order may be renewed for two (2) additional one-year periods.  Awarded by Council _____, RTC No. 16-0666 Requisition No. RQ016374	DLR	\$1.0000

**AUTHORIZED DEPARTMENT(S)**

NO	DEPT NAME	RELEASE AMT
5008	LCS/Library Acquisitions	\$25,000.00

**DOCUMENT TERMS**

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCBPO-G). Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov) and must reference the purchase order number. Failure to comply will result in a delay in payment processing.

**BUYER:**

Dietz, Noel

**PHONE** (408) 730-7399

**FAX** (408) 730-7710



# City of Sunnyvale

## Agenda Item

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16-0759

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### SUBJECT

Award of Bid No. PW16-22 for the 2012-13 Sanitary Sewer Main Replacement Phase 3 Project, Make a Finding of California Environmental Quality Act (CEQA) Categorical Exemption and a Finding of Bid Non-responsiveness

#### REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$1,862,072 to Precision Engineering Inc. of San Francisco for Sanitary Sewer Main Replacement. Approval is also requested for a 10% construction contingency in the amount of \$186,207, and to make a finding of CEQA categorical exemption. Finally, approval is requested to make a finding of bid non-responsiveness with regard to a bid received from Bay Pacific Pipelines. The bid is non-responsive because the contractor did not acknowledge an addendum issued by the City which made changes to the specifications.

#### EXISTING POLICY

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

#### ENVIRONMENTAL REVIEW

This project is categorically exempt from environmental review pursuant to CEQA Guidelines Section 15302(c), replacement or reconstruction of existing utility systems and/or facilities, involving negligible or no expansion of capacity.

#### BACKGROUND AND DISCUSSION

Capital Project 825331, Replacement/Rehabilitation of Sanitary Sewer System, provides for the inspection, design, and replacement or rehabilitation of citywide sewer lines. The City has over 280 miles of sewer lines, from six inches to forty-eight inches in diameter, and many of the lines are 50 or more years old. Pipe failures have been occurring and deficiencies have been noted at various locations citywide. The funding provided by this project allows for the replacement or rehabilitation of sewer mains as deficiencies are identified.

This project will replace or rehabilitate approximately 6,800 linear feet of sanitary sewer mains selected by City staff based on reviews of TV inspection data. The pipe ranges in size from six inches to eight inches at the following 10 locations around the City:

1. East Evelyn Avenue between Central Avenue and South Fair Oaks Avenue,
2. America Avenue between East Arques Avenue and East Taylor Avenue,
3. Lori Avenue between Pajaro Avenue and Pastoria Avenue,
4. Shirley Avenue between Pajaro Avenue and Pastoria Avenue,

5. Serra Park (New Brunswick Avenue to Hollenbeck Avenue),
6. Easement within 711 El Camino Real,
7. Easement Within 715 El Camino Real,
8. Easements behind Betty Court and Jackpine Court,
9. Easement between Arbutus Avenue and Britton Avenue, and
10. Britton Avenue in the City of Sunnyvale, California.

Sewer main replacement will be completed through open cut excavation, and sewer main rehabilitation will be done by cured-in-place pipe (CIPP) lining. As part of the project, and to facilitate future ease of maintenance, 144 sewer laterals from the main line to the property lines will be replaced due to poor condition, and property line cleanouts will be installed if none currently exist; 32 manholes will also be rehabilitated or reconstructed.

The project was advertised in the Sunnyvale Sun on June 3, 2016, distributed to sixteen Bay Area Builder's Exchanges, and published on the City's website. Fourteen contractors requested bid documents. Sealed bids were opened on July 6, 2016, with seven bids being received. The lowest responsive and responsible bid was received from Precision Engineering. The bid amount is approximately 9% below the engineer's estimate. A bid in the amount of \$1,874,027 was received from Bay Pacific Pipelines (second lowest bid), but it was determined to be non-responsive because the bidder did not acknowledge an addendum issued by the City which modified the specifications.

#### **FISCAL IMPACT**

Budget funds are available in Capital Project 825331, Replacement/Rehabilitation of Sanitary Sewer System.

#### **Funding Source**

This project is funded by the Wastewater Management Fund.

#### **PUBLIC CONTACT**

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

#### **RECOMMENDATION**

1) Make a finding of CEQA categorical exemption pursuant to CEQA guidelines section 15302(c) as it relates to replacement of existing utility systems involving negligible or no expansion of capacity; 2) award a construction contract, in substantially the same form as Attachment 2 to the report and in the amount of \$1,862,072 to Precision Engineering Inc.; 3) approve a 10% construction contingency in the amount of \$186,207; and 4) make a finding of non-responsiveness for the bid received from Bay Pacific Pipelines for failure to acknowledge a City issued addendum.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: John Stufflebean, Director of Environmental Services

Reviewed by: Manuel Pineda, Director of 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. PW16-22 2012-13 Sanitary Sewer Main Replacement Phase 3 Projct No. UY-13/03-14				<i>Precision Engineering</i> <i>1939 Newcomb Avanue</i> <i>San Francisco, CA 94124</i> <i>Finbar Brody</i>		<i>K.J. Woods Construction, Inc.</i> <i>1485 Bayshore BLVD. #149</i> <i>San Francisco, CA 94124</i> <i>Kieran Wodds</i>		<i>Pacific Underground Construction,</i> <i>1817 Stone Avenue</i> <i>San Jose, CA95125-1311</i> <i>Thad M. Corbett</i>		<i>Darcy &amp; Harty Costruction, Inc.</i> <i>1300 Carroll Avenue</i> <i>San Francisco, CA 94124</i> <i>Michael Darcy</i>		<i>Ranger Pipelines, Inc.</i> <i>P.O. Box 1162</i> <i>San Francisco, CA 94124</i> <i>Thomas Grover</i>		<i>JMB Construction, Inc.</i> <i>132 South Maple Avenue</i> <i>South San Francisco, CA 94080</i> <i>Margaret Buhce</i>	
No.	Bid Item	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization (Shall Not Exceed 5% of Total Base Bid)	LS	1	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00	\$ 90,000.00	\$ 90,000.00	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00	\$ 105,000.00	\$ 120,000.00	\$ 120,000.00
2	Preparation and Implementation of Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,354.00	\$ 6,354.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
3	Traffic Control	LS	1	\$ 142,000.00	\$ 142,000.00	\$ 18,000.00	\$ 18,000.00	\$ 25,000.00	\$ 25,000.00	\$ 55,000.00	\$ 55,000.00	\$ 36,400.00	\$ 36,400.00	\$ 165,000.00	\$ 165,000.00
4	Sheeting, Shoring, and Bracing	LS	1	\$ 145,000.00	\$ 145,000.00	\$ 84,000.00	\$ 84,000.00	\$ 10,000.00	\$ 10,000.00	\$ 81,000.00	\$ 81,000.00	\$ 45,000.00	\$ 45,000.00	\$ 28,000.00	\$ 28,000.00
5	Twenty (20) Foot Point Repairs to Existing 6-inch and 8-inch Sewer	EA	8	\$ 10,000.00	\$ 80,000.00	\$ 10,000.00	\$ 80,000.00	\$ 13,500.00	\$ 108,000.00	\$ 10,000.00	\$ 80,000.00	\$ 5,000.00	\$ 40,000.00	\$ 11,500.00	\$ 92,000.00
6	Construct 8-inch Diameter Sanitary Sewer with 8-inch by Open Cut Method	LF	111	\$ 160.00	\$ 17,760.00	\$ 270.00	\$ 29,970.00	\$ 190.00	\$ 21,090.00	\$ 257.00	\$ 28,527.00	\$ 341.00	\$ 37,851.00	\$ 220.00	\$ 24,420.00
7	Remove and Replace 6-inch and 8-inch Sanitary Sewer with 8-inch by Open Cut Method	LF	3,778	\$ 160.00	\$ 604,480.00	\$ 270.00	\$ 1,020,060.00	\$ 172.00	\$ 649,816.00	\$ 257.00	\$ 970,946.00	\$ 341.00	\$ 1,288,298.00	\$ 200.00	\$ 755,600.00
8	Remove and Replace 6-inch and 8-inch Sanitary Sewer with 10-inch by Open Cut Method	LF	729	\$ 170.00	\$ 123,930.00	\$ 330.00	\$ 240,570.00	\$ 290.00	\$ 211,410.00	\$ 275.00	\$ 200,475.00	\$ 354.00	\$ 258,066.00	\$ 210.00	\$ 153,090.00
9	Rehabilitate 8-inch Diameter Sanitary Sewer with CIPP	LF	2,154	\$ 38.00	\$ 81,852.00	\$ 34.00	\$ 73,236.00	\$ 42.00	\$ 90,468.00	\$ 32.00	\$ 68,928.00	\$ 32.00	\$ 68,928.00	\$ 48.00	\$ 103,392.00
10	Abandon VCP Sanitary Sewer	LF	111	\$ 25.00	\$ 2,775.00	\$ 10.00	\$ 1,110.00	\$ 24.00	\$ 2,664.00	\$ 30.00	\$ 3,330.00	\$ 25.00	\$ 2,775.00	\$ 75.00	\$ 8,325.00
11	Remove and Replace Manhole with or Without Drop Connection	EA	11	\$ 7,500.00	\$ 82,500.00	\$ 8,500.00	\$ 93,500.00	\$ 7,500.00	\$ 82,500.00	\$ 8,500.00	\$ 93,500.00	\$ 6,000.00	\$ 66,000.00	\$ 10,500.00	\$ 115,500.00
12	Construct Interior Drop Connection	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,675.00	\$ 5,675.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
13	Construct Manhole	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 8,000.00	\$ 16,000.00	\$ 8,500.00	\$ 17,000.00	\$ 8,500.00	\$ 17,000.00	\$ 6,000.00	\$ 12,000.00	\$ 11,000.00	\$ 22,000.00
14	Rehabilitate Existing Manhole	EA	17	\$ 4,000.00	\$ 68,000.00	\$ 1,800.00	\$ 30,600.00	\$ 3,800.00	\$ 64,600.00	\$ 3,000.00	\$ 51,000.00	\$ 1,700.00	\$ 28,900.00	\$ 3,500.00	\$ 59,500.00
15	Modify Existing Manhole Channels and Walls	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,800.00	\$ 7,200.00	\$ 2,600.00	\$ 10,400.00
16	Remove Manhole Rungs	EA	14	\$ 250.00	\$ 3,500.00	\$ 250.00	\$ 3,500.00	\$ 200.00	\$ 2,800.00	\$ 250.00	\$ 3,500.00	\$ 125.00	\$ 1,750.00	\$ 225.00	\$ 3,150.00
17	Remove Mainline Cleanout and Construct Manhole	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 8,000.00	\$ 16,000.00	\$ 5,500.00	\$ 11,000.00	\$ 8,500.00	\$ 17,000.00	\$ 6,000.00	\$ 12,000.00	\$ 10,500.00	\$ 21,000.00
18	Construct 4" Lateral and Cleanout	EA	132	\$ 2,500.00	\$ 330,000.00	\$ 650.00	\$ 85,800.00	\$ 4,300.00	\$ 567,600.00	\$ 2,000.00	\$ 264,000.00	\$ 2,500.00	\$ 330,000.00	\$ 4,600.00	\$ 607,200.00
19	Construct 6" Lateral and Cleanout	EA	12	\$ 2,500.00	\$ 30,000.00	\$ 1,000.00	\$ 12,000.00	\$ 5,000.00	\$ 60,000.00	\$ 3,200.00	\$ 38,400.00	\$ 3,000.00	\$ 36,000.00	\$ 5,600.00	\$ 67,200.00
20	Pre-Installation Video of Completed Sewer Sections	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 20,000.00	\$ 20,000.00	\$ 8,300.00	\$ 8,300.00	\$ 26,000.00	\$ 26,000.00

21	Post-Installation Video of Completed Sewer Section	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,850.00	\$ 13,850.00	\$ 15,000.00	\$ 15,000.00	\$ 8,300.00	\$ 8,300.00	\$ 28,000.00	\$ 28,000.00
22	Trench Overexcavation and Backfill where Shown on the Plans and as Directed by the	CF	100	\$ 1.00	\$ 100.00	\$ 50.00	\$ 5,000.00	\$ 35.00	\$ 3,500.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 10.00	\$ 1,000.00
23	Construct 6-inch Diameter Sanitary Sewer by Open Cut Method (Revocable)	LF	100	\$ 50.00	\$ 5,000.00	\$ 250.00	\$ 25,000.00	\$ 185.00	\$ 18,500.00	\$ 150.00	\$ 15,000.00	\$ 250.00	\$ 25,000.00	\$ 220.00	\$ 22,000.00
24	Pavement Reinforcing Fabric Removal and Disposal (Revocable)	SY	5	\$ 10.00	\$ 50.00	\$ 500.00	\$ 2,500.00	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00	\$ 500.00	\$ 2,500.00	\$ 65.00	\$ 325.00
25	Pothole Utilities (Revocable)	EA	25	\$ 225.00	\$ 5,625.00	\$ 300.00	\$ 7,500.00	\$ 500.00	\$ 12,500.00	\$ 500.00	\$ 12,500.00	\$ 500.00	\$ 12,500.00	\$ 1,600.00	\$ 40,000.00
26	Remove Tree (Revocable)	EA	2	\$ 500.00	\$ 1,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,000.00	\$ 2,000.00	\$ 5,000.00	\$ 10,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,500.00	\$ 7,000.00
27	Traffic Signal Loops and Detector Handholes	EA	6	\$ 500.00	\$ 3,000.00	\$ 800.00	\$ 4,800.00	\$ 2,000.00	\$ 12,000.00	\$ 2,000.00	\$ 12,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,400.00	\$ 8,400.00
Bid Totals:					\$ 1,862,072.00		\$ 1,978,000.00		\$ 2,095,973.00		\$ 2,176,106.00		\$ 2,460,768.00		\$ 2,498,502.00

Surety:	10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond	10% Bid Bond
License:	A	A, B	A, C-16	A	A, B, C-4, Haz	A
SubContractor:	Christian Brothers Lining Co.	Christian Brothers Lining Co.	Christian Brothers Lining Co.	Christian Brothers Lining Co.	Christian Brothers Lining Co. St. Francis Electric	Christian Brothers Lining Co.

Note(s):  
1. A bid in the amount of \$1,874,027 was received from Bay Pacific Pipelines but it was determined to be non-responsive because the bidder did not acknowledge an addendum that was issued by the City.

## 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 PRECISION ENGINEERING, 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, "2012-13 Sanitary Sewer Main Replacement Phase 3, Project No. UY-13/03-14, Invitation for Bids No. PW16-22", including two (2) addenda; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

**2. The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of furnishing all labor, materials, equipment, tools and services necessary to replace or rehabilitate approximately 6,780 feet of existing sanitary sewer main by open cut excavation, and cured-in-place pipe (CIPP) at 11 different locations within the City of Sunnyvale as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Hatch Mott McDonald and adopted by the Owner. These Plans and Specifications are entitled respectively, 2012-13 Sanitary Sewer Main Replacement Phase 3, Project No. UY-13/03-14.

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 of ONE MILLION EIGHT HUNDRED SIXTY TWO THOUSAND AND SEVENTY TWO DOLLARS AND NO/100 (\$1,862,072.00) 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. The sum includes base bid and accepted Additive Alternate(s) No. Number(s). All other Additive Alternate(s) are rejected by Owner, and are not included in this contract.

**4. Permits; Compliance with Law.** Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

**5. Inspection by Owner.** Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.



**6. Extra or Additional Work and Changes.** Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

**7. Time for Completion.** All work under this contract shall be completed before the expiration One Hundred Ten (110) 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: Precision Engineering, Inc.  
Attn: Finbar Brody  
1939 Newcomb Avenue  
San Francisco, CA 94124

**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

**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.

## None.

CITY OF SUNNYVALE  
a Municipal Corporation, Owner

License No. 880266

Attest:  
City Clerk

By \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Title Date

By \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Title Date

By \_\_\_\_\_ / /  
City Clerk Date

APPROVED AS TO FORM:

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

**EXHIBIT A**

<b>No.</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Cost</b>
1	Mobilization (Shall Not Exceed 5% of Total Base Bid)	1	LS	\$88,000
2	Preparation and Implementation of Storm Water Pollution Prevention Plan (SWPPP)	1	LS	\$5,000
3	Traffic Control	1	LS	\$142,000
4	Sheeting, Shoring, and Bracing	1	LS	\$145,000
5	Twenty (20) Foot Point Repairs to Existing 6-inch and 8-inch Sewers	8	EA	\$10,000
6	Construct 8-inch Diameter Sanitary Sewer by Open Cut Method	111	LF	\$160
7	Remove and Replace 6- and 8-inch Sanitary Sewer with 8-inch by Open Cut Method	3778	LF	\$160
8	Remove and Replace 8-inch Sanitary Sewer with 10-inch by Open Cut Method	729	LF	\$170
9	Rehabilitate 8-inch Diameter Sanitary Sewer with CIPP	2154	LF	\$38
10	Abandon VCP Sanitary Sewer	111	LF	\$25
11	Remove and Replace Manhole With or Without Drop Connection	11	EA	\$7,500
12	Construct Interior Drop Connection	1	EA	\$1,000
13	Construct Manhole	2	EA	\$7,500
14	Rehabilitate Existing Manhole	17	EA	\$4,000

15	Modify Existing Manhole Channels and Walls	4	EA	\$1,000
16	Remove Manhole Rungs	14	EA	\$250
17	Remove Mainline Cleanout and Construct Manhole	2	EA	\$7,500
18	Construct 4" Lateral and Cleanout	132	EA	\$2,500
19	Construct 6" Lateral and Cleanout	12	EA	\$2,500
20	Pre-Installation Cleaning and Video Inspection of Sewer	1	LS	\$2,500
21	Post-Installation Video of Completed Sewer Sections	1	LS	\$5,000
22	Trench Overexcavation and Backfill where shown on the Plans and as Directed by the Engineer	100	CF	\$1
23	Construct 6-inch Diameter Sanitary Sewer by Open Cut Method (Revocable)	100	LF	\$50
24	Pavement Reinforcing Fabric Removal and Disposal (Revocable)	5	SY	\$10
25	Pothole Utilities (Revocable)	25	EA	\$225
26	Remove Tree (Revocable)	2	EA	\$500
27	Traffic Signal Loops and Detector Handholes	6	EA	\$500

## 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

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16-0747

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### SUBJECT

Amendment to a FY 2015/16 Agreement for Traffic Signal Maintenance Services and Approve Budget Modification No. 38 (F17-003)

#### REPORT IN BRIEF

Approval is requested to amend a contract with Aegis ITS, the City's traffic signal maintenance provider. The Agreement in the amount of \$548,772, which expired June 30, 2016, has been exceeded by \$108,739 due to multiple traffic collisions resulting in significant damage to traffic signal equipment. Council approval is required in order to pay the outstanding invoices.

#### EXISTING POLICY

Pursuant to Section 2.08.040(d), transactions greater than \$100,000 must be approved by the City Council.

#### 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.

#### BACKGROUND AND DISCUSSION

The City contracts annually with Aegis ITS for traffic signal preventive maintenance and emergency non-routine repairs. Preventive maintenance is performed both quarterly and annually to ensure that the traffic and pedestrian signals equipment are in good working order, whereas emergency non-routine repairs cover replacements and repairs of equipment due to mechanical failures and vehicular hits. To ensure the safety of both vehicular and non-vehicular traffic, the non-routine repairs are performed immediately upon occurrence.

The City's FY 2015/16 Agreement with Aegis ITS was established at \$584,772, as approved by Council on June 23, 2015. Of this amount, \$115,809 was utilized for scheduled maintenance and \$468,963 was programmed for non-routine collision and emergency repair based on past average experience. During the fiscal year, a total of 10 locations had collision-related damages and various emergency repairs such as traffic signals not functioning amounting to \$577,702 or \$108,739 more than what was budgeted and programmed into the Agreement. Because of the timing of the incidents during the year, and the need to make repairs quickly to maintain safety, and the time between work and final invoicing, the contract amount was exceeded before staff could bring it back to Council. On June 13<sup>th</sup>, staff notified Council that the Department of Public Works budget was going to be exceeded for these reasons, and indicated a cleanup item would be brought back to Council once all costs were known. Staff is bringing forward the recommendation to amend the

contract and the budget modification at this time as the full cost for all repairs completed in FY 2015/16 is now known.

It should be noted that when a traffic signal is knocked down, staff does pursue reimbursement from the driver's insurance company or from the driver when no insurance is present. Often, due to timing, the recovery of revenues can take time, sometimes spanning fiscal years. These collection efforts do not recover a significant amount of the cost, but do help offset the fiscal impact of these accidents. For FY 2015/16, staff estimates that approximately \$40,000 was recovered related to pole knockdowns.

### **FISCAL IMPACT**

Traffic signal maintenance and repairs are funded by the General Fund in the Department of Public Works Transportation and Traffic Services operating program. While routine maintenance costs have been within budget, the City has experienced an elevated level of non-routine and emergency repairs in FY 2015/16. In addition to the cost of the ten collision-related damage repairs, emergency calls have also increased over 55% from the prior year. Actual expenditures for the program exceed the original budget. A budget modification is required to address the higher than anticipated level of non-routine repair work and to enable the program to pay outstanding Aegis ITS invoices.

Budget Modification No. 38 has been prepared to appropriate an additional \$108,739 from the General Fund Budget Stabilization Fund reserve to the Transportation and Traffic Services operating budget.

### **Budget Modification No. 38**

#### **FY 2015/16**

	Current	Increase/ (Decrease)	Revised
<b><u>General Fund</u></b>			
<b><u>Expenditures</u></b>			
Program 119 - Transportation and Traffic Services	\$2,323,854	\$108,739	\$2,432,593
<b><u>Reserves</u></b>			
Budget Stabilization Fund Reserve	\$49,913,357	(\$108,739)	\$49,804,618

### **Funding Source**

The funding source is the General Fund.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Authorize the City Manager to execute an amendment to the FY 2015/16 Agreement with Aegis ITS adding \$108,739 and increasing the not-to-exceed value from \$584,772 to \$693,511, in substantially the same form as Attachment 1 to the report and approve Budget Modification No. 38 for Fiscal Year 2015/16.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Manuel Pineda, Director of Public Works

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENT**

1. Draft Amendment to Service Agreement

**ATTACHMENT 1**

**AMENDMENT TO SERVICES AGREEMENT BETWEEN THE  
CITY OF SUNNYVALE AND AEGIS ITS, INC.  
FOR TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE AND REPAIR  
SERVICES**

This Amendment to Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and AEGIS ITS, INC., a California Incorporated Company ("CONTRACTOR").

WHEREAS, on July 7, 2015, CITY and CONTRACTOR entered into a Services Agreement whereby CONTRACTOR would provide traffic signal preventative maintenance and repair services; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO SERVICES AGREEMENT:

4. Compensation

Replace the second sentence with the following:

Total compensation shall not exceed Six Hundred Ninety Three Thousand Five Hundred Eleven and no/100 Dollars (\$693,511.00).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

AEGIS ITS, INC. ("CONTRACTOR")

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

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title



# City of Sunnyvale

## Agenda Item

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16-0761

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### SUBJECT

Receive and File the City of Sunnyvale Investment Report - 2nd Quarter 2016

#### BACKGROUND

In accordance with California Government Code Section 53646, staff is submitting the attached investment report for Council's review. The report includes all investments managed by the City of Sunnyvale. Staff invests all funds not immediately needed for disbursement. The current portfolio market value is \$358,280,710 with an average investment return of 0.914%.

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

#### EXISTING POLICY

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

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

The City Council first adopted a policy (7.1.2 *Investment and Cash management*) governing the investment of City funds on July 30, 1985. This policy is reviewed and adopted annually; the policy for FY 2015/16 was reviewed at the October 13, 2015 Council meeting. The City's investment policy follows the Government Code and includes additional restrictions on some investments such as a lower allowable percentage per investment type or issuer than State law.

#### ENVIRONMENTAL REVIEW

This action does not require environmental review because it is not a project that has the potential for causing a significant impact on the environment. (CEQA Guideline 15061(b)(3)). Furthermore, 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**

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

The market value is determined by an independent pricing service at the end of every accounting period. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace, however the City never experiences market gains or losses as all investments are held to maturity.

Summary and detailed information on each security is provided. Also included is an activity report of sales, purchases and maturities for this accounting period as required by Government Code section 53607. An evaluation of portfolio performance of the last available accounting period in this quarterly report compared to the previous accounting period of the current fiscal year as well as to the same accounting period of last fiscal year is also included. While yields on allowable investments continue to be low, returns are trending up and are higher compared to the same quarter a year ago.

Short term investments are placed in an interest bearing checking account with our primary banking institution, Union Bank and with the State's Local Agency Investment Fund (LAIF) to meet the liquidity needs of the City. LAIF is a program created by statute as an investment alternative for California's local governments and special districts. This program offers local agencies the opportunity to participate in a major portfolio pool administered by the State Treasurer's office. The current yield for the LAIF portfolio is .58%.

### **FISCAL IMPACT**

The Second Quarter for calendar year 2016 also represents the final quarter for FY 2015/16. Interest earnings in the second quarter totaled \$340,912. Interest earnings for FY 2015/16 totaled \$2,816,911.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Receive and file the City of Sunnyvale FY 2015/16 - Second Quarter 2016 (Period 13) Investment Report (Attachment 1).

Prepared by: Stephen Quick, Finance Manager

Reviewed by: Timothy J. Kirby, Director, Finance

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENT**

1. City of Sunnyvale FY 2015/16 Second Quarter 2016 (Period 13) Investment Report.

## ATTACHMENT 1



### CITY OF SUNNYVALE

#### PORTFOLIO EVALUATION PERIOD 13 FY 2015/2016

#### INFORMATION UPDATE:

Pursuant to the California Government Code, attached is detailed information on all securities, investments, and moneys held by the City. I hereby certify that the City's portfolio complies with the City's adopted Investment Policy and the reporting requirements of State Law, and that sufficient funds are available to meet expenditure requirements for the next 6 months, ending January 2017.

Date: July 25, 2016

  
\_\_\_\_\_  
Timothy J. Kirby, Finance Director

cc: Members of the City Council  
City Manager



**PORTFOLIO EVALUATION - PERIOD 13 FY 2015/2016 (5/22/2016 -6/30/2016)**

DESCRIPTION	DOLLAR AMOUNT	FY 15/16 PERIOD 13 (5/22/16 - 6/30/16)	FY 15/16 PERIOD 12 (4/24/16 - 5/21/16)	FY 14/15 PERIOD 13 (5/24/15- 6/30/15)
TOTAL PORTFOLIO MARKET VALUE		\$358,280,709.54	\$340,033,330.42	\$314,198,929.47
AVERAGE LIFE OF PORTFOLIO (DAYS)		419	412	505
CITY - WEIGHTED YIELD (Current Period)		0.91%	0.89%	0.78%
STATE POOL YIELD		0.57%	0.54%	0.29%
90 DAY T-BILL RATE (Current Period)		0.27%	0.24%	0.01%
VARIANCE FROM CITY YIELD		0.64%	0.65%	0.77%
1 YEAR TREASURY RATE (Current Period)		0.58%	0.56%	0.27%
VARIANCE FROM CITY YIELD		0.33%	0.33%	0.51%
TREASURY YIELD WITH SAME AVG LIFE AS PORTFOLIO		0.67%	0.65%	0.49%
VARIANCE FROM CITY YIELD		0.24%	0.24%	0.29%
<hr/>				
TOTAL INVESTMENTS MATURING WITHIN 0 TO 1 YEAR	\$167,399,009.24	46.72%	46.02%	37.35%
TOTAL INVESTMENTS MATURING WITHIN 1 TO 3 YEARS	\$190,881,700.30	53.28%	53.98%	59.00%
TOTAL INVESTMENTS MATURING WITHIN 3 TO 5 YEARS	\$0.00	0.00%	0.00%	3.65%
TOTAL INVESTMENTS MATURING OVER 5 YEARS **	\$0.00	0.00%	0.00%	0.00%
<hr/>				
TOTAL	\$358,280,709.54	100.0%	100.0%	100.0%

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



**CITY OF SUNNYVALE**  
**Portfolio Management**  
**Portfolio Summary**  
**May 22, 2016 through June 30, 2016**

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

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
Managed Pool Accounts	64,565,115.24	64,565,115.24	64,565,115.24	18.08	1	1	0.542	0.550
Medium Term Notes	44,244,000.00	45,162,037.45	45,036,871.65	12.61	942	603	1.117	1.133
Federal Agency Issues - Coupon	178,294,000.00	180,730,455.85	179,781,708.01	50.36	1,094	521	1.015	1.029
Treasury Securities - Coupon	61,000,000.00	61,350,483.00	61,182,304.36	17.14	1,094	391	0.780	0.791
Supranational - Coupon	3,000,000.00	3,032,430.00	3,023,466.70	0.85	899	847	0.915	0.928
Municipal Bonds	3,400,000.00	3,440,188.00	3,426,729.26	0.96	786	700	0.986	1.000
	<b>354,503,115.24</b>	<b>358,280,709.54</b>	<b>357,016,195.22</b>	<b>100.00%</b>	<b>873</b>	<b>419</b>	<b>0.901</b>	<b>0.914</b>
<b>Investments</b>								
<b>Cash and Accrued Interest</b>								
Accrued Interest at Purchase		99,052.78	99,052.78					
Subtotal		99,052.78	99,052.78					
<b>Total Cash and Investments</b>	<b>354,503,115.24</b>	<b>358,379,762.32</b>	<b>357,115,248.00</b>		<b>873</b>	<b>419</b>	<b>0.901</b>	<b>0.914</b>

<b>Total Earnings</b>	<b>June 30 Period Ending</b>	<b>Fiscal Year To Date</b>	<b>Fiscal Year Ending</b>
Current Year	340,912.06	2,816,910.85	2,816,910.85

Allowable Policy Limits:

Managed Pool -LAIF	20%
Supranationals	30%
Medium Term Notes	30%
Federal Agencies	100%
Treasuries	100%
Municipal Bonds	100%

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Reporting period 05/22/2016-06/30/2016

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**CITY OF SUNNYVALE**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2016**

Page 1

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Managed Pool Accounts</b>											
SYS90-119	90-119	STATEPOOL		64,565,115.24	64,565,115.24	64,565,115.24	0.550		0.550	1	
<b>Subtotal and Average</b>				<b>64,565,115.24</b>	<b>64,565,115.24</b>	<b>64,565,115.24</b>			<b>0.550</b>	<b>1</b>	
<b>Medium Term Notes</b>											
037833BQ2	16-024	Apple Inc	06/09/2016	3,000,000.00	3,050,787.00	3,037,971.58	1.700		1.211	966	02/22/2019
369604BC6	15-008	GENERAL ELECTRIC	01/26/2015	4,000,000.00	4,237,764.00	4,232,580.00	5.250		1.109	523	12/06/2017
36962G5H3	15-011	GENERAL ELECTRIC	03/17/2015	4,000,000.00	4,030,908.00	4,030,260.21	3.350		0.760	108	10/17/2016
459200GX3	13-007	IBM	12/17/2012	3,000,000.00	3,001,761.00	3,002,067.57	1.950		0.750	21	07/22/2016
459200HK0	16-014	IBM	01/08/2016	3,000,000.00	3,018,585.00	2,997,345.80	1.250		1.306	587	02/08/2018
459200HT1	16-029	IBM	06/16/2016	1,620,000.00	1,659,832.56	1,659,896.43	1.950		0.993	956	02/12/2019
478160BL7	15-012	Johnson and Johnson	04/01/2015	2,750,000.00	2,764,839.00	2,756,947.37	1.125		0.940	508	11/21/2017
478160AU8	16-005	Johnson and Johnson	08/04/2015	4,000,000.00	4,343,020.00	4,298,553.29	5.150		1.400	744	07/15/2018
594918BF0	16-020	Microsoft Corp	05/09/2016	4,000,000.00	4,036,328.00	4,038,012.44	1.300		0.888	855	11/03/2018
89233P6S0	15-013	TOYOTA	04/01/2015	3,000,000.00	3,012,213.00	3,005,951.22	1.250		1.090	461	10/05/2017
89236TCP8	16-012	TOYOTA	10/16/2015	2,194,000.00	2,215,088.73	2,201,436.13	1.550		1.379	742	07/13/2018
89236TCP8	16-021	TOYOTA	05/09/2016	2,680,000.00	2,705,760.16	2,707,499.67	1.550		1.038	742	07/13/2018
94974BFG0	15-017	Wells Fargo Corp	06/03/2015	4,000,000.00	4,022,400.00	4,014,125.13	1.500		1.521	564	01/16/2018
94974BFQ8	16-025	Wells Fargo Corp	06/09/2016	3,000,000.00	3,062,751.00	3,054,224.81	2.150		1.422	928	01/15/2019
<b>Subtotal and Average</b>				<b>44,244,000.00</b>	<b>45,162,037.45</b>	<b>45,036,871.65</b>			<b>1.133</b>	<b>603</b>	
<b>Federal Agency Issues - Coupon</b>											
3133EDDV1	14-016	FEDERAL FARM CREDIT BANK	01/23/2014	4,000,000.00	4,028,132.00	3,996,923.26	1.160		1.220	479	10/23/2017
3133EDG89	14-018	FEDERAL FARM CREDIT BANK	03/03/2014	4,000,000.00	4,039,252.00	4,000,000.00	1.250		1.250	641	04/03/2018
3133EDKP6	14-023	FEDERAL FARM CREDIT BANK	05/01/2014	4,000,000.00	4,018,992.00	3,999,384.00	1.070		1.084	427	09/01/2017
3133EDDK5	14-025	FEDERAL FARM CREDIT BANK	05/06/2014	4,000,000.00	4,013,080.00	4,003,288.60	1.000		0.895	290	04/17/2017
3133EDKP6	14-029	FEDERAL FARM CREDIT BANK	06/05/2014	4,000,000.00	4,018,992.00	4,003,674.10	1.070		0.990	427	09/01/2017
3133ED2D3	14-030	FEDERAL FARM CREDIT BANK	06/05/2014	1,000,000.00	1,011,165.00	1,006,562.02	1.550		0.999	444	09/18/2017
3133EETE0	15-014	FEDERAL FARM CREDIT BANK	05/15/2015	4,000,000.00	4,031,044.00	4,012,256.05	1.125		0.942	619	03/12/2018
3133EEQM5	15-015	FEDERAL FARM CREDIT BANK	05/21/2015	4,000,000.00	4,029,284.00	4,009,076.20	1.110		0.969	599	02/20/2018
3133EEP95	15-018	FEDERAL FARM CREDIT BANK	06/08/2015	4,000,000.00	4,026,380.00	3,993,980.99	1.100		1.180	700	06/01/2018
3133EE2F6	16-006	FEDERAL FARM CREDIT BANK	08/14/2015	4,000,000.00	4,038,852.00	4,008,725.90	1.220		1.108	724	06/25/2018
3133EE6G0	16-009	FEDERAL FARM CREDIT BANK	08/28/2015	4,000,000.00	4,034,684.00	4,006,736.48	1.150		1.068	766	08/06/2018
313383R78	14-001	FEDERAL HOME LOAN BANK	07/18/2013	4,000,000.00	4,000,812.00	4,000,074.61	0.750		0.710	17	07/18/2016
3130A0C65	14-010	FEDERAL HOME LOAN BANK	12/23/2013	4,000,000.00	4,003,116.00	3,997,554.43	0.625		0.751	180	12/28/2016
313379DD8	14-017	FEDERAL HOME LOAN BANK	02/28/2014	4,000,000.00	4,015,588.00	4,006,043.59	1.000		0.842	355	06/21/2017

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**CITY OF SUNNYVALE**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2016**

Page 2

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Issues - Coupon</b>											
3130A1NN4	14-021	FEDERAL HOME LOAN BANK	04/17/2014	4,000,000.00	4,010,848.00	3,997,837.03	0.875		0.936	327	05/24/2017
3133782N0	14-027	FEDERAL HOME LOAN BANK	05/08/2014	4,000,000.00	4,011,444.00	4,001,520.31	0.875		0.819	252	03/10/2017
313378A43	15-019	FEDERAL HOME LOAN BANK	06/08/2015	4,000,000.00	4,046,648.00	4,017,301.31	1.375		1.114	616	03/09/2018
3130A5UU1	16-004	FEDERAL HOME LOAN BANK	07/31/2015	4,000,000.00	4,024,264.00	3,997,024.93	1.050		1.088	698	05/30/2018
3130A6AE7	16-010	FEDERAL HOME LOAN BANK	09/01/2015	4,000,000.00	4,035,720.00	3,994,195.79	1.125		1.192	805	09/14/2018
3130A7HA6	16-023	FEDERAL HOME LOAN BANK	05/25/2016	2,900,000.00	2,905,759.40	2,900,697.03	1.170		1.160	910	12/28/2018
3130A8BD4	16-027	FEDERAL HOME LOAN BANK	06/09/2016	4,000,000.00	4,016,012.00	4,000,792.13	0.875		0.865	728	06/29/2018
3137EAAM1	14-011	FEDERAL HOME LOAN MORT CORP	12/23/2013	4,000,000.00	4,112,620.00	4,102,574.58	5.000		0.834	230	02/16/2017
3137EAAM1	14-012	FEDERAL HOME LOAN MORT CORP	01/10/2014	4,000,000.00	4,112,620.00	4,099,137.10	5.000		0.965	230	02/16/2017
3137EADF3	14-022	FEDERAL HOME LOAN MORT CORP	04/17/2014	4,000,000.00	4,023,004.00	4,011,145.34	1.250		0.922	315	05/12/2017
3137EADJ5	15-002	FEDERAL HOME LOAN MORT CORP	09/02/2014	4,000,000.00	4,017,116.00	4,000,873.15	1.000		0.979	392	07/28/2017
3137EABA6	15-003	FEDERAL HOME LOAN MORT CORP	09/03/2014	4,000,000.00	4,248,896.00	4,213,082.29	5.125		1.174	504	11/17/2017
3137EADN6	15-006	FEDERAL HOME LOAN MORT CORP	12/04/2014	4,000,000.00	4,006,856.00	3,978,452.84	0.750		1.109	560	01/12/2018
3137EADH9	15-010	FEDERAL HOME LOAN MORT CORP	02/24/2015	4,000,000.00	4,016,272.00	4,008,388.64	1.000		0.787	363	06/29/2017
3134G83X5	16-015	FEDERAL HOME LOAN MORT CORP	04/06/2016	4,000,000.00	4,003,636.00	4,003,605.68	1.350		1.312	878	11/26/2018
3134G8S26	16-018	FEDERAL HOME LOAN MORT CORP	04/20/2016	3,000,000.00	3,008,712.00	3,007,644.89	1.250		1.146	910	12/28/2018
3137EADH9	16-028	FEDERAL HOME LOAN MORT CORP	06/09/2016	7,250,000.00	7,279,493.00	7,271,670.11	1.000		0.698	363	06/29/2017
31359M4D2	14-009	FEDERAL NATL MORTGAGE ASSN	12/20/2013	4,000,000.00	4,111,120.00	4,101,653.66	5.000		0.817	227	02/13/2017
3135G0ZB2	14-024	FEDERAL NATL MORTGAGE ASSN	05/02/2014	4,000,000.00	4,008,080.00	3,996,644.57	0.750		0.856	293	04/20/2017
3135G0MZ3	15-001	FEDERAL NATL MORTGAGE ASSN	08/28/2014	4,000,000.00	4,011,048.00	3,991,907.11	0.875		1.053	423	08/28/2017
3135G0PQ0	15-004	FEDERAL NATL MORTGAGE ASSN	10/01/2014	4,000,000.00	4,013,928.00	3,984,181.00	0.875		1.181	482	10/26/2017
3135G0MZ3	15-009	FEDERAL NATL MORTGAGE ASSN	02/20/2015	4,000,000.00	4,011,048.00	3,999,853.04	0.875		0.878	423	08/28/2017
3135G0TG8	15-016	FEDERAL NATL MORTGAGE ASSN	05/21/2015	4,000,000.00	4,020,396.00	3,996,574.62	0.875		0.929	587	02/08/2018
3135G0WJ8	16-003	FEDERAL NATL MORTGAGE ASSN	07/10/2015	4,000,000.00	4,015,832.00	3,992,349.18	0.875		0.978	689	05/21/2018
3135G0YT4	16-019	FEDERAL NATL MORTGAGE ASSN	05/04/2016	4,000,000.00	4,085,148.00	4,070,556.01	1.625		0.882	879	11/27/2018
880591EQ1	14-015	TENNESSEE VALLEY AUTHORITY	01/21/2014	4,000,000.00	4,082,940.00	4,005,671.29	1.750		1.685	836	10/15/2018
880591EQ1	14-019	TENNESSEE VALLEY AUTHORITY	03/06/2014	3,966,000.00	4,048,235.01	3,981,010.27	1.750		1.578	836	10/15/2018
880591EC2	14-020	TENNESSEE VALLEY AUTHORITY	03/13/2014	4,000,000.00	4,263,800.00	4,208,098.77	4.500		1.429	639	04/01/2018
880591EA6	14-028	TENNESSEE VALLEY AUTHORITY	05/15/2014	4,000,000.00	4,202,108.00	4,186,052.63	5.500		0.978	382	07/18/2017
880591CU4	15-005	TENNESSEE VALLEY AUTHORITY	10/08/2014	4,000,000.00	4,314,968.00	4,287,970.66	6.250		1.194	532	12/15/2017
880591EQ1	16-001	TENNESSEE VALLEY AUTHORITY	07/08/2015	2,663,000.00	2,718,217.31	2,696,856.16	1.750		1.182	836	10/15/2018
880591CU4	16-002	TENNESSEE VALLEY AUTHORITY	07/08/2015	1,515,000.00	1,634,294.13	1,632,105.66	6.250		0.871	532	12/15/2017
<b>Subtotal and Average</b>				<b>178,294,000.00</b>	<b>180,730,455.85</b>	<b>179,781,708.01</b>			<b>1.029</b>	<b>521</b>	

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**CITY OF SUNNYVALE**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**June 30, 2016**

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CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Treasury Securities - Coupon</b>											
3133EFYS0	16-030	FEDERAL FARM CREDIT BANK	06/21/2016	3,000,000.00	3,006,771.00	3,006,679.76	1.150		1.064	966	02/22/2019
912828RF9	13-023	UNITED STATE TREASURY	06/04/2013	4,000,000.00	4,004,632.00	4,002,849.71	1.000		0.568	61	08/31/2016
912828RJ1	13-024	UNITED STATE TREASURY	06/27/2013	4,000,000.00	4,006,452.00	4,001,659.45	1.000		0.831	91	09/30/2016
912828RJ1	14-002	UNITED STATE TREASURY	08/05/2013	4,000,000.00	4,006,452.00	4,003,344.86	1.000		0.660	91	09/30/2016
912828RF9	14-003	UNITED STATE TREASURY	08/19/2013	4,000,000.00	4,004,632.00	4,001,607.58	1.000		0.756	61	08/31/2016
912828RM4	14-005	UNITED STATE TREASURY	10/30/2013	4,000,000.00	4,008,752.00	4,005,282.59	1.000		0.600	122	10/31/2016
912828RU6	14-006	UNITED STATE TREASURY	11/22/2013	4,000,000.00	4,008,200.00	4,005,076.99	0.875		0.567	152	11/30/2016
912828RX0	14-007	UNITED STATE TREASURY	12/06/2013	4,000,000.00	4,009,232.00	4,004,489.30	0.875		0.648	183	12/31/2016
912828SC5	14-008	UNITED STATE TREASURY	12/09/2013	4,000,000.00	4,009,964.00	4,004,015.99	0.875		0.701	214	01/31/2017
912828SC5	14-013	UNITED STATE TREASURY	01/10/2014	4,000,000.00	4,009,964.00	3,999,422.03	0.875		0.900	214	01/31/2017
912828SM3	14-026	UNITED STATE TREASURY	05/08/2014	4,000,000.00	4,014,848.00	4,005,039.73	1.000		0.829	273	03/31/2017
912828VQ0	16-007	UNITED STATE TREASURY	08/19/2015	4,000,000.00	4,062,812.00	4,026,682.92	1.375		1.048	760	07/31/2018
912828RE2	16-008	UNITED STATE TREASURY	08/21/2015	4,000,000.00	4,075,468.00	4,041,051.90	1.500		1.017	791	08/31/2018
912828L40	16-011	UNITED STATE TREASURY	10/15/2015	3,000,000.00	3,024,375.00	3,011,695.88	1.000		0.821	806	09/15/2018
912828RY8	16-017	UNITED STATE TREASURY	04/20/2016	3,000,000.00	3,053,085.00	3,037,800.29	1.375		0.863	913	12/31/2018
912828N63	16-026	UNITED STATE TREASURY	06/08/2016	4,000,000.00	4,044,844.00	4,025,605.38	1.125		0.869	928	01/15/2019
<b>Subtotal and Average</b>				<b>61,000,000.00</b>	<b>61,350,483.00</b>	<b>61,182,304.36</b>			<b>0.791</b>	<b>391</b>	
<b>Supranational - Coupon</b>											
45905UUN2	16-022	International Bank Recon & Dev	05/10/2016	3,000,000.00	3,032,430.00	3,023,466.70	1.270		0.928	847	10/26/2018
<b>Subtotal and Average</b>				<b>3,000,000.00</b>	<b>3,032,430.00</b>	<b>3,023,466.70</b>			<b>0.928</b>	<b>847</b>	
<b>Municipal Bonds</b>											
799054GP0	16-016	San Mateo County Transit Dist	04/06/2016	3,400,000.00	3,440,188.00	3,426,729.26	1.416		1.000	700	06/01/2018
<b>Subtotal and Average</b>				<b>3,400,000.00</b>	<b>3,440,188.00</b>	<b>3,426,729.26</b>			<b>1.000</b>	<b>700</b>	
<b>Total and Average</b>				<b>354,503,115.24</b>	<b>358,280,709.54</b>	<b>357,016,195.22</b>			<b>0.914</b>	<b>419</b>	

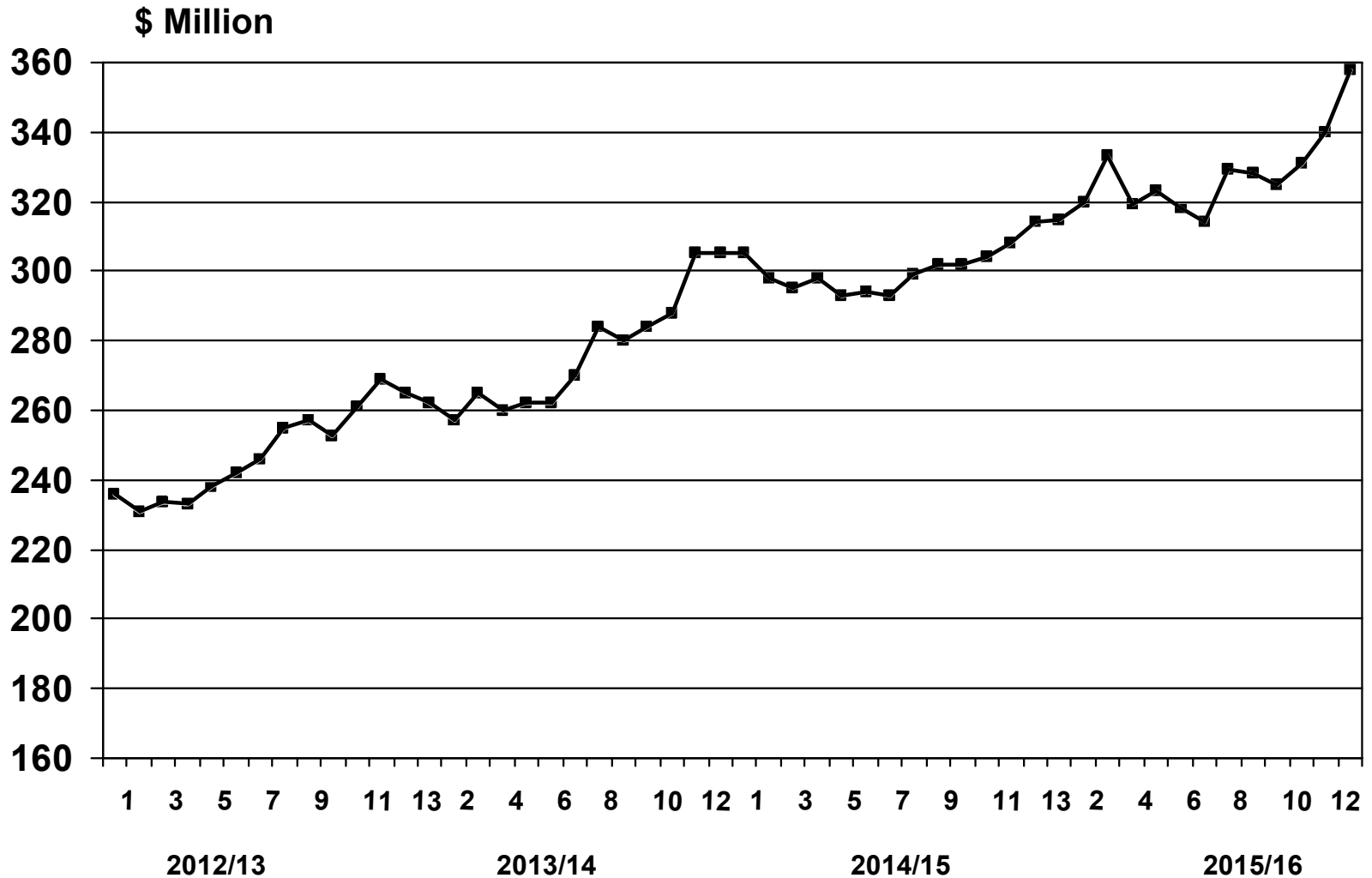
**CITY OF SUNNYVALE**  
**Portfolio Management**  
**Activity By Type**  
**May 22, 2016 through June 30, 2016**

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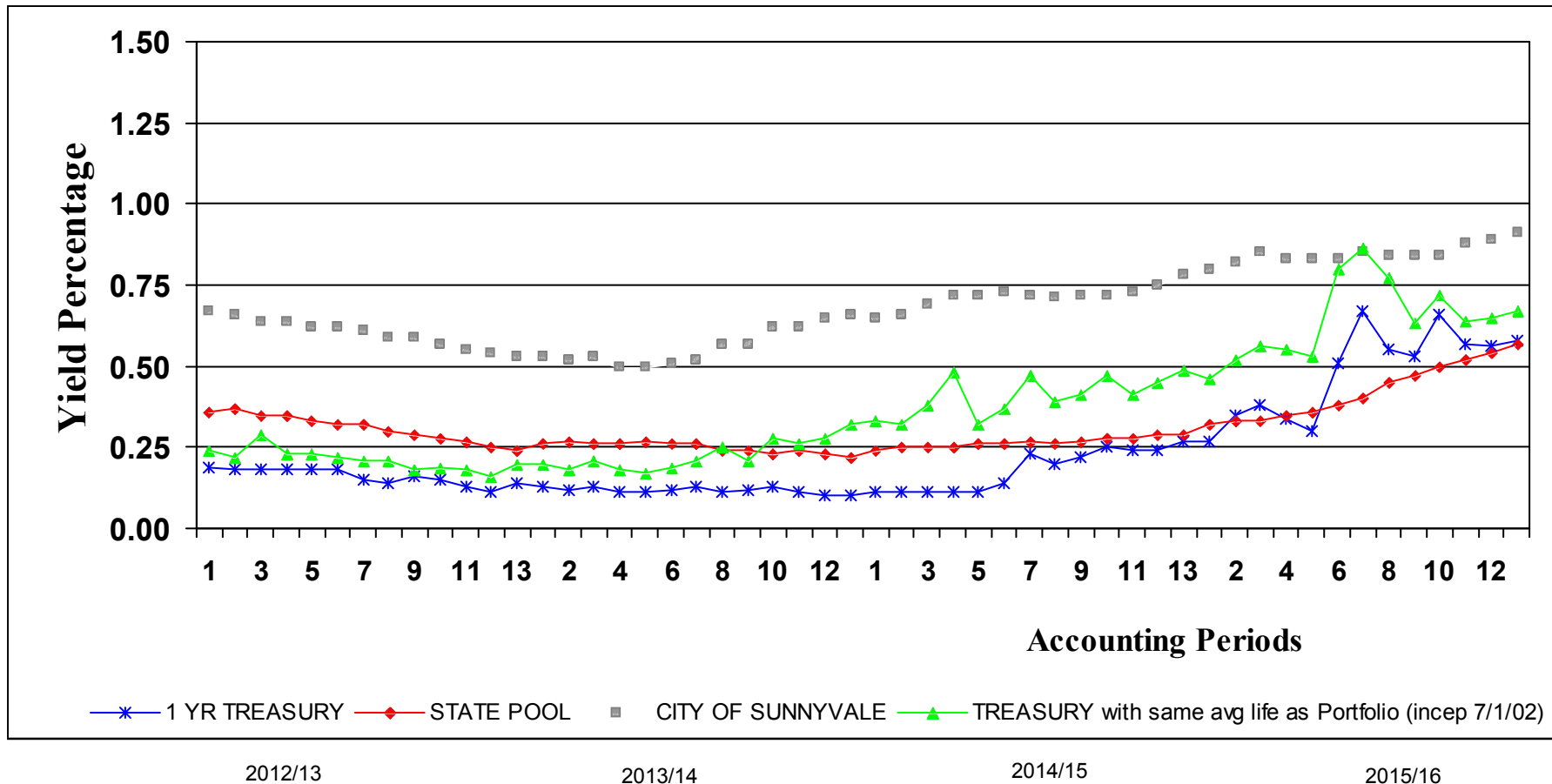
CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
<b>Managed Pool Accounts (Monthly Summary)</b>							
SYS90-119	90-119	STATEPOOL	0.550		4,618,000.00	5,000,000.00	
		<b>Subtotal</b>			<b>4,618,000.00</b>	<b>5,000,000.00</b>	<b>64,565,115.24</b>
<b>Medium Term Notes</b>							
037833BQ2	16-024	Apple Inc	1.700	06/09/2016	3,038,850.00	0.00	
459200HT1	16-029	IBM	1.950	06/16/2016	1,660,532.40	0.00	
94974BFQ8	16-025	Wells Fargo Corp	2.150	06/09/2016	3,055,530.00	0.00	
		<b>Subtotal</b>			<b>7,754,912.40</b>	<b>0.00</b>	<b>45,036,871.65</b>
<b>Federal Agency Issues - Coupon</b>							
3133834R9	13-022	FEDERAL HOME LOAN BANK	0.375	06/24/2016	0.00	4,000,000.00	
3130A6UA3	16-013	FEDERAL HOME LOAN BANK	1.100	06/29/2016	0.00	2,999,431.98	
3130A7HA6	16-023	FEDERAL HOME LOAN BANK	1.170	05/25/2016	2,900,725.00	0.00	
3130A8BD4	16-027	FEDERAL HOME LOAN BANK	0.875	06/09/2016	4,000,816.40	0.00	
3137EACT4	14-004	FEDERAL HOME LOAN MORT CORP	2.500	05/27/2016	0.00	4,000,000.00	
3137EADH9	16-028	FEDERAL HOME LOAN MORT CORP	1.000	06/09/2016	7,273,001.79	0.00	
		<b>Subtotal</b>			<b>14,174,543.19</b>	<b>10,999,431.98</b>	<b>179,781,708.01</b>
<b>Treasury Securities - Coupon</b>							
3133EFYS0	16-030	FEDERAL FARM CREDIT BANK	1.150	06/21/2016	3,006,750.00	0.00	
912828N63	16-026	UNITED STATE TREASURY	1.125	06/08/2016	4,026,240.00	0.00	
		<b>Subtotal</b>			<b>7,032,990.00</b>	<b>0.00</b>	<b>61,182,304.36</b>
<b>Supranational - Coupon</b>							
		<b>Subtotal</b>					<b>3,023,466.70</b>
<b>Municipal Bonds</b>							
		<b>Subtotal</b>					<b>3,426,729.26</b>
		<b>Total</b>			<b>33,580,445.59</b>	<b>15,999,431.98</b>	<b>357,016,195.22</b>

# INVESTMENT PORTFOLIO

## PORTFOLIO TREND



# INVESTMENT PORTFOLIO COMPARISON OF ANNUAL YIELDS







# City of Sunnyvale

## Agenda Item

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16-0749

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### SUBJECT

Award of Contract for Design and Construction Support Services for the Maude Avenue Bikeways and Streetscape Project (F16-108) and Approval of Budget Modification No. 5 in the Amount of \$110,000

#### REPORT IN BRIEF

Approval is requested to award a contract to Kimley-Horn Associates, Inc. of Pleasanton in an amount not-to-exceed \$206,430 for design and construction support services for the Maude Avenue Bikeways and Streetscape Project (Public Works Project TR-15/03-17), and for a 10% design contingency in the amount of \$20,643. Approval is also requested for Budget Modification No. 5 to appropriate \$110,000 in Transportation Impact Fees (TIF) to provide additional project funding.

#### EXISTING POLICY

Consistent with the provisions of Chapter 2.08 of the Sunnyvale Municipal Code, civil engineering work is solicited through a Request for Proposals (RFP) process, unless otherwise exempt from the competitive bidding process. Contracts resulting from RFPs are awarded based on best value to the City, rather than the lowest bid price as in the case of an Invitation for Bids (IFB).

#### ENVIRONMENTAL REVIEW

This award is for the design phase and construction support services, and 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. However, it is expected that the CEQA determination for the construction portion of this project will be a Class 1 categorical exemption pursuant to Section 15301(c) and (d) for existing streets involving no expansion. All review of CEQA documentation will be part of the design phase.

#### BACKGROUND AND DISCUSSION

On May 17, 2016, the City Council approved RTC No. 16-0357 for the final design concept for the Maude Avenue Bikeways and Streetscapes project. The project will install bike lanes from Fair Oaks Avenue to Borregas and pilot project options for the section between Borregas and Mathilda. Intersection improvements at Sunnyvale and Maude will include removal of the existing pork chop islands, elimination of a northbound to eastbound free right turn lane and installation of new crosswalks. Improved vehicle and pedestrian detection system will be installed at selected locations as well as a lighted crosswalk at Morse and Maude, if determined to be warranted. Concrete improvements such as at various sidewalk locations to eliminate tripping hazards, curb and gutter repair and ADA upgrades throughout the corridor are also included. Minor pavement improvements are also part of the scope of this project.

An RFP for project design was distributed on May 3, 2016, to five Bay Area engineering firms and posted on the DemandStar public procurement network. Three responsive proposals were received on May 25, 2016 from Kimley-Horn & Associates, BKF Engineers and Bellecci and Associates. Proposals were reviewed and ranked by an evaluation team consisting of Engineering and Transportation and Traffic Division staff. Kimley-Horn was the highest ranked proposer based on their qualifications, experience and familiarity of the project. Kimley-Horn, as part of the roadway allocation study, completed conceptual striping plans for the roadway. This involvement afforded the firm a better understanding of design constraints and execution to final design. Subsequent scope and fee discussions with Kimley-Horn resulted in a negotiated contract of \$202,430 for base design services plus \$4,000 in optional services for coring for pavement rehabilitation if necessary.

Although pricing from other firms was approximately \$150,000, staff believes that the pricing received is reasonable to complete the project given the current economic climate as well as the complexity of the scope of work. As Council is aware from previous staff presentations, the Maude Avenue project has a number of unique complexities. Kimley-Horn's proposal demonstrated a more complete understanding of the scope of work and the complexities involved, which was reflected in their proposal response and cost. If a different consultant had been selected additional cost would have likely been added during final negotiations in order to ensure the work was completed to the specifications outlined in the RFP.

The increase in cost versus the remaining budgeted amount of \$118,400 is not unexpected as the original design estimate was based on a grant application that was submitted several years ago. The design has changed from what was originally envisioned and design and construction costs have continued to increase. However, pricing is beyond the available design budget, so a Budget Modification in the amount of \$110,000 is necessary to provide additional project funding.

### **FISCAL IMPACT**

Funding for design and construction is budgeted in Capital Project 831120 - Maude Avenue Bikeways and Streetscapes. A Federal grant in the amount of \$695,200 will provide funding for the construction portion of the project. Should construction funding be insufficient, staff will return with an additional budget modification at that time. Design is funded by a Transportation Development Act grant in the amount of \$184,800, approximately \$66,400 of which has been spent or committed to preliminary studies and public outreach. Budget Modification No. 5 has been prepared to appropriate \$110,000 from Transportation Impact Fees to cover the additional design costs.

### **Budget Modification No. 5 FY 2016/17**

	<u>Current</u>	<u>Increase/ (Decrease)</u>	<u>Revised</u>
<b>Capital Projects Fund</b>			
General Assets Sub-Fund			
<u>Capital Project 831120</u>			
Maude Avenue Bikeways and Streetscapes	\$830,838	\$110,000	\$940,838

**Capital Projects Fund**  
Traffic Impact Fees Sub-Fund

Capital Reserve	\$19,683,735	(\$110,000)	\$19,573,735
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**Funding Source**

The funding source for this budget modification is fund balance in the Traffic Impact Fees (TIF) fund from Traffic Impact Fee revenue. It is anticipated that the construction will be funded by federal grants and possibly additional grants or TIF funds.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1) Award a design contract, in substantially the same form as Attachment 1 to the report in an amount not-to-exceed \$206,430 to Kimley-Horn Associates, Inc.; 2) approve a 10% design contingency in the amount of \$20,643; and 3) Approve Budget Modification No. 5 to appropriate \$110,000

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of 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

## ATTACHMENT 1

### DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE MAUDE AVENUE BIKEWAYS & STREETSCAPES PROJECT

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KIMLEY-HORN AND ASSOCIATES, INC., a corporation. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for development of a safe and efficient design, preparation of bid documents for Public Works competitive bidding and, construction support for the Maude Avenue Bikeways and Streetscapes 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 Daniel Carley 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. Time for Performance

The term of this Agreement shall be from the date of execution through project construction, 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.

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase, and shall include services as identified in Exhibit "A" in the amount of Two Hundred Two Thousand Four Hundred Thirty and No/100 Dollars (\$202,430) for the duration of the contract, as well as optional services in an amount not to exceed Four Thousand and No/100 Dollars (\$4,000.00) for the duration of the contract. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Hundred Six Thousand Four Hundred Thirty and No/100 Dollars (\$206,430.00) 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.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

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 be the property of CITY, but CONSULTANT may retain and use copies thereof.

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

14. 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: Manuel Pineda, Director of Public Works  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.  
Attn: Daniel Carley  
4637 Chabot Drive, Suite 300  
Pleasanton, CA 94588

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

APPROVED AS TO FORM:

KIMLEY-HORN AND ASSOCIATES,  
INC. ("CONSULTANT")

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

By \_\_\_\_\_  
\_\_\_\_\_  
Name/Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name/Title

## **Exhibit "A"**

### **SCOPE OF WORK**

The Kimley-Horn team has reviewed the City's Scope of Work, as included in the RFP, and developed a refined project approach that provides a clear and concise outline of actions and milestones required to meet the goals and objectives of this project. Our refined project approach, which is discussed in detail below, will utilize Kimley-Horn's diverse technical expertise, real-world design experience, and effective construction document production to provide City staff and decision-makers with the information needed to successfully design and construct the proposed bikeway and pavement improvements for Maude Avenue.

#### ***Task 1: Project Management***

The Kimley-Horn Project Manager will supervise, coordinate, and monitor all aspects of the project. We will work with the City at the start of the project to establish and understand the standards and policies which will guide the project development. Kimley-Horn will coordinate with the City including providing monthly project status updates. We anticipate holding an initial kick-off meeting with the City to discuss the proposed project approach, potential design challenges, schedule, and deadlines. This meeting would be summarized with meeting minutes.

Our Project Manager, **Daniel Carley, P.E.**, will develop and maintain a critical path method (CPM) project schedule, updating it at each PS&E submittal, and as requested by the City, subject to a maximum of five total updates. In addition, we will provide progress reports to the City on a monthly basis for the expected eight month project duration through PS&E. Kimley-Horn will attend up to four in-person meetings with the City at the progress submittals (kick-off, 50%, and 100% submittals, and one additional meeting), with the rest of our coordination assumed to be via phone or email.

Kimley-Horn follows a structured QA/QC process that will be implemented throughout the life of the project. We have designated a senior roadway engineer to perform independent reviews ahead of major submittals (50% PS&E and 100% PS&E) to review overall constructability and quality of our deliverables. This task also includes time for the QA/QC manager to attend a field visit, either separate or as part of a project kick-off meeting. We will provide a statement of peer review at the 100% PS&E deliverable.

Since the use of e-Builder software and protocols are required for this project, we will send our Project Manager to attend the 4-hour City-provided training session.

We assume the project management task to occur over eight months. Project management during Bidding Support and Construction Support phases are included in Tasks 5 and 6, respectively.

#### ***Deliverables:***

- Attendance at up to four in-person meetings at the City offices
- Up to five schedule updates
- Meeting minutes and action item logs for in-person team meetings
- FTP site hosted by Kimley-Horn
- Statement of Peer Review at the 100% PS&E Deliverable
- Monthly invoices and status updates
- Attendance at e-Builder training
- AutoCAD or PDF files for use in public outreach by City's outreach consultant

#### ***Task 2: Data Gathering***

The Kimley-Horn team will coordinate its efforts to perform field reconnaissance and gather readily available data/information. This task will consist of data collection including field investigation, assembling readily available information provided by the City, topographic surveys, and gathering readily available

utility facility information.

Kimley-Horn assumes the City will provide any as-built information for the various improvements in the area, including past roadway and drainage improvements, as well as existing signal equipment information.

Our team will send out utility request letters to the utility owners in the immediate area to gather information on existing facilities. We will review and compile the received information to incorporate into our proposed design. We will work to identify potential conflicts and our design intent will be to avoid existing utilities. If our design cannot avoid conflicts with an existing facility, additional coordination with the utility owner will occur to address the conflict, including adjustments, relocations, and protection in place. Our scope and fee assume that the utility owner will provide all utility design services related to adjustment, relocation, or protection of their facilities.

In addition to utility facility requests, we will coordinate with PG&E, as dictated by the proposed signal and lighting improvements, to obtain the necessary permits or approvals for service upgrades or modifications to the existing service. Associated application/service fees will be paid by the City.

Kimley-Horn will evaluate the existing pavement condition by engineers experienced in pavement maintenance projects by performing a field walk-through and visual inspection. Potential rehabilitation treatments will be documented in a Pavement Evaluation Memo and discussed with the City prior to including the selected pavement rehabilitation treatment in the 30% plan set. Kimley-Horn assumes the City will provide the R-value for consideration in evaluating the pavement rehabilitation treatments. If the City would like to have physical testing performed, these services can be provided for additional scope and fee.

Our field investigations and visual inspection will also include identifying locations of potential sidewalk replacement where the existing sidewalk is a potential tripping hazard. These locations and recommendations for replacement will be documented in the Pavement and Sidewalk Evaluation Memorandum.

**LCC, Inc.** will support the Kimley-Horn team by providing field topographic surveys. LCC, Inc. will furnish 1"=10ft scale topographic base maps (or scale as directed by City) for the use in design and construction of new curb ramps at each of the intersections referenced below and new intersection improvements at N. Sunnyvale Ave.

We assume the City will provide an aerial photogrammetry file for the Maude Avenue project corridor that has sufficient resolution for use in our plans.

We will perform topographic mapping based on ground level surveys. Survey limits will include the curb return and an additional 10 feet in each direction along the curb line. There are storm drain inlets adjacent to many of the proposed curb ramp upgrades, so the inverts and storm drain pipe size and material will also be documented with the field survey. Survey will include other above ground utility facilities within the survey limits, and major topographic features, such as curbs, poles, signs, fences, trees, striping and pavement markings, grade breaks, and other existing features which may have direct bearing on the final design of the new improvements.

We will establish control points within the project limits for the field survey mapping described in this proposal utilizing RTK GPS, based on Control monuments and data provided by the City. Should the City not have a preference of coordinate systems, or no control data available, we will use NGS Control monuments of record (based on NAD83, with NAVD 88 elevations).

LCC, Inc. will research County and City record maps (subdivision, parcel maps, records of survey, corner

records, and right-of-way maps) for information about the right-of-way (ROW) and property lines within the limits of survey. For locations where more accurate ROW is required by the proposed improvements, LCC will locate and tie in existing property corners and monuments found in the field, and we will determine the existing ROW and property lines from title, record map, and field information. This ROW data will then be incorporated into the project base maps for up to five properties.

We assume a Traffic Control Vehicle will not be required by the City for our field work, however we will continuously use standard safety precautions (cones and “Survey Party” warning signs) for work in and adjacent to the roadway.

We have not included in this proposal any costs relating to the following: setting of boundary corners; preparing any permanent or temporary easements; setting monuments during or after construction; performing and preparing a Record of Survey or Corner Record; preparation of plat and/ or legal descriptions; obtaining Title Reports; contracting with a subconsultant to locate existing underground utilities; or construction staking or services. Services not included may be provided by request at our standard rates.

We assume no topographic survey information will be required at the Bishop Elementary School parking lot. Our proposed scope does not include any survey, upgrades or improvements to any existing driveways throughout the Maude Avenue project corridor. If the City would like to include improvements to any driveways, we can provide the additional topographic survey and design for additional fee. We assume locations of sidewalk repair/reconstruction identified in the field evaluation will be shown on the plans schematically.

We assume that curb return ADA ramp upgrades and/or new ramps (23 total) will be required at the following locations:

- » **San Angelo Ave. (2 curb ramps)**
- » **Stowell Ave. (2 curb ramps)**
- » **N. Murphy Ave. (2 curb ramps)**
- » **Borregas Ave. (4 curb ramps)**
- » **N. Sunnyvale Ave. (1 curb ramp)**
- » **N. Bayview Ave. (4 curb ramps)**
- » **Morse Ave. (4 curb ramps)**
- » **Roosevelt Ave. (2 curb ramps)**
- » **Worley Ave. (2 curb ramps)**

Based on the layout of the signal equipment developed in the 50% PS&E design phase, **EXARO** will perform potholing to positively locate existing utilities and aid in the placement of the proposed signal pole locations to depths of six feet and at a width of 1' x 1'. If additional potholes are required, they can be provided for additional fee, upon direction to proceed by the City.

Per the MUTCD, we will perform a traffic study/warrant analysis to determine if In-Roadway Warning Lights (IRWL) are compatible with the safety and operation of the nearby intersections if installed at the intersection of Maude Ave and Morse Ave. If the traffic study shows that safety and operations are satisfactory, and the City decides to include IRWL at this intersection, we will include the required plan sheets and design details necessary for construction.

We assume the data collection task to occur over two months.

#### *Optional Task: Pavement Coring*

Based on the proposed pavement rehabilitation treatment, coring of the existing pavement may be

required by the City. A coring plan will be prepared and reviewed with the City prior to commencement of coring activities. We assume the cores would be cold patched and traffic control would not include flaggers. The services for the selected coring plan will be provided for additional fee.

***Deliverables:***

- AutoCAD files of the topographic base files (upon request of the City)
- Pavement and Sidewalk Evaluation Memorandum (PDF)
- Pothole results
- IRWL Traffic Study/Warrant Analysis

***Task 3: Environmental Services***

The following environmental scope of work has been developed based on the following key assumptions:

- CEQA compliance document will be prepared by City Staff.
- Supporting technical documents will be developed pursuant to both NEPA and CEQA guidelines as administered by the Department (Caltrans) and FHWA.
- One project design alternative is assessed through environmental review.

Our work program will be initiated with the kick-off meeting/discussion which will define the parameters of the analysis, scheduling, and understanding of the project. The Kimley-Horn team will evaluate the necessary information with respect to the project. Project research will include coordination with appropriate City departments to acquire relevant environmental data, previous studies for the area, and other available files, exhibits, maps and reference documents. Environmental issues that may require further detailed study or that may delay or affect the viability of the project will be documented.

***Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map***

Environmental issues that may require further detailed study are documented in the PES for City/Caltrans concurrence prior to the initiation of the technical study work program. Kimley-Horn will draft a PES Form for City review with respect to the proposed project details. The City reviewed PES Form will be submitted to Caltrans for review and approval. Kimley-Horn will be available for one site visit with Caltrans and the City to review the area and take comments on the PES Form. The Caltrans approved PES form will act as the work scope for the required NEPA compliance documentation.

As part of this task, Kimley-Horn will draft the Area of Potential Effects (APE) map for both Archaeology and Historic Architecture in coordination with the City and Caltrans. Once the City has reviewed and approved the

APE map, the APE Map will be submitted, with the PES Form, for Caltrans Professionally Qualified Staff (PQS) approval. The APE map will then provide the cultural resources boundaries for the Caltrans PQS-prepared Screened Undertaking, as discussed in Task 2.

***Technical Study Work Program***

Kimley-Horn proposes to prepare technical studies in conformance with NEPA, pertinent FHWA regulations, Caltrans' *Environmental Handbook*, and CEQA. Kimley-Horn will coordinate with Caltrans staff to formalize the specific content and format requirements for each study. These studies will be prepared to comply with both CEQA and NEPA.

Based upon our recent projects within Caltrans District 4, a review of the project as presented in the RFP, and a review of the Caltrans PES Form, Kimley-Horn anticipates that the following technical resources would be addressed by Caltrans staff or within the context of the environmental document, which is anticipated to be a Categorical Exemption (CE) under CEQA and a Categorical Exclusion (CatEx) under NEPA. It is our understanding that the technical studies will be prepared to support both the CE and the

CatEX; however, the City will prepare the CE for CEQA purposes. Should the City and Caltrans review the PES Form and require more analysis on the following resources, Kimley-Horn can provide this analysis under a separate scope of work and fee.

- Air quality can be addressed within the context of the environmental document (CE/CatEx) for construction purposes and would not require a technical study. In addition, the project is exempt from air quality conformity based on 40 CFR 93.126, Table 2, which lists Bicycle and Pedestrian Facilities Projects and Pavement Resurfacing and/or Rehabilitation Projects, as exempt from the requirement that a conformity determination be made.
- Noise can be addressed within the context of the environmental document (CE/CatEx) for construction purposes and would not require a technical study.
- Traffic impacts during construction can be addressed within the context of the environmental document (CE/CatEx) using the previously prepared Traffic Study for this corridor.
- Loss of parking, while not specifically a CEQA or NEPA environmental issue, can be addressed within the context of the environmental document (CE/CatEx) using the previously prepared Traffic Study for this corridor.
- Biological resources can be addressed within the context of the environmental document (CE/CatEx) for construction purposes and would not require a technical study.
- Water quality can be addressed within the context of the environmental document (CE/CatEx) for construction purposes because the project site is within FEMA Zone X and does not cross a water resources; therefore, a technical study would not be required.
- Location Hydraulic Study/ Summary Floodplain Encroachment Report will not be required because the entire project length is within FEMA Zone X (FEMA FIRM Panel 06085C045H)
- Land Use and Community Impact Technical Memorandum will be prepared, as requested by the City.

The Kimley-Horn team has developed the following technical study work plan to satisfy the City and Caltrans environmental requirements (budgets for the following tasks assume responses on two (2) consolidated sets of City/Caltrans review comments).

### *Hazardous Materials Memorandum*

Kimley-Horn will prepare a Phase I Initial Site Assessment (ISA) Checklist and attached Hazardous Materials Memorandum (Memorandum) for the project. The ISA Checklist and Memorandum will be prepared to support the CEQA and NEPA environmental documents for the proposed project.

Kimley-Horn will document the existing hazards and hazardous materials conditions at the project site via regulatory database research and site reconnaissance. Kimley-Horn will review Federal, tribal, State, and local agency records regarding known hazardous material sites/handlers. Identified regulatory sites, within the project boundaries, will be listed within a technical memorandum. Kimley-Horn will utilize the industry's standard database provider, Environmental Data Resources, Inc. (EDR), in order to obtain the regulatory database information. Kimley-Horn will prepare a memorandum that discusses the EDR database report and identifies the potential of environmental conditions within the project site as a result of the reported regulatory properties both on- and off-site, if any.

Kimley-Horn will perform a site visit, which will consist of a visual examination of the project site for visual evidence of potential environmental concerns, as outlined in the ISA Checklist and the Caltrans SER. No subsurface investigations would occur for this ISA Checklist and Memorandum. Kimley-Horn will document the findings within the ISA Checklist. Should Caltrans review the PES and require more analysis, Kimley-Horn can provide this analysis under a separate scope of work and fee.



### *Cultural Resources and Section 106 Compliance*

The goal of the cultural resources work is to meet the requirements for cultural resources pursuant to the First Amended - Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Office and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (PA) effective January 1, 2014.

**APE Map.** Kimley-Horn will work with environmental subconsultants to prepare the APE map. The APE map will then provide the cultural resources boundaries for the cultural resources reports (Historic Property Survey Report which includes the Archaeological Survey Report).

**Archival Research.** A record search for previous studies and recorded cultural sites will be requested from the Northwest Information Center (CHRIS), Sonoma State University, Rohnert Park, to include the project area and a 1/4-mile radius of the project area. Other background research into the prehistory, ethnography, and history of the project area will be undertaken as appropriate at nearby research facilities. Particular emphasis will be placed on locating USGS and county maps that show historic ownership and land use in the project area.

**Native American Consultation.** The Native American Heritage Commission (NAHC) in Sacramento and persons on its consultants list for Santa Clara County will be contacted to determine if they have information regarding archaeological sites and Traditional Properties in that project area and immediate surrounding area. These individuals will be requested to respond within two weeks, but response time may take up to one month. Late responses will be submitted as an appendix to the report.

**Archaeological Survey.** An on-foot archaeological survey of the project area will be undertaken. All open areas (not covered by asphalt and concrete) will be inspected for such cultural evidence as historic artifacts and features and prehistoric indicators like midden soil, flaked lithics, groundstone, and shell. Any necessary standard DPR 523 forms (Primary Record and Archaeological Site Record) will be completed.

**Archaeological Survey Report.** The ASR will be prepared following the guidelines in the Caltrans Standard Environmental Reference (SER), Volume 2, Exhibit 5.1. It will include a summary of the records search results, Native American consultations, brief historic and ethnographic background sections, description of field methodology, results of the survey, and necessary maps. It will also include any site records prepared for the project area. The ASR will be submitted to the City and Caltrans for review and approval.

Note: The APE has not yet been formally developed and/or approved. It will be prepared prior to this task. The APE must be set by the City and Caltrans and accepted and signed by both the City and Caltrans prior to submittal of the ASR.

**Historic Properties Survey Report (HPSR).** The HPSR will be prepared following the guidelines in Caltrans SER, Volume 2, Exhibit 2.6. The HPSR is a summary report that includes the final draft of the APE map, discusses documentation efforts, the findings of the ASR (and, if necessary, an Extended Phase I ASR), and summarizes the National Register eligibility conclusions for cultural resources. The document also provides evidence of coordination with Native American groups, local government, and other interested persons and organizations, and requests the concurrence of the State Office of Historic Preservation if needed. The final draft of the ASR will be attached as an appendix. The HPSR and appendices will be submitted to Caltrans PQS for review and revisions will be made as necessary.

Because no right-of-way acquisition and no full- or partial-takes of private property are anticipated, no Historic Resources Evaluation Report (HRER) will be necessary for this project. If property right-of-way acquisitions are required, the City and Caltrans will be consulted and a historic evaluation may be necessary. This proposal also does not include possible additional work, such as an Extended Phase 1 Archaeological Survey. If such work is needed, a separate Scope of Work and Budget will be prepared.

### *CEQA Compliance*

Kimley-Horn will prepare the technical studies to support the CEQA CE. However, it is our understanding that the City will prepare the CE. If the City determines that they would rather have Kimley-Horn prepare the CE, a separate scope and fee will be provided to the City.

### *NEPA Compliance*

Kimley-Horn will prepare the technical package to provide Caltrans in support of the NEPA CatEx. This package will include the supporting technical studies identified above, as well as the City's approved CEQA CE. Kimley-Horn will work with Caltrans to draft the NEPA CatEx pursuant to Section 23 USC 326, 23 CFR 771 activity (c)(3). KIMLEY-HORN will also prepare a Draft Environmental Commitments Record (ECR), if necessary, which will be submitted to Caltrans for review and approval. Should any of the studies identify the need to prepare the more time consuming Environmental Assessment, a separate scope and fee will be provided to the City.

### *Environmental Coordination and Meeting Attendance*

Kimley-Horn anticipates meetings with City and Caltrans staff. **Christa Redd** will attend up to three meetings with City and Caltrans staff, including the PES site visit, kick-off meeting, and one Project Development Team meeting. Attendance by environmental team members at public meetings or hearings are not anticipated for this project.

### *Land Use and Community Impact Technical Memorandum*

Based on similar local assistance projects in Sunnyvale, Kimley-Horn, will prepare a Community Impact Memorandum to address the community impacts, in this case benefits, of the proposed project. Kimley-Horn will prepare the Community Impact Memorandum in conformance with NEPA, pertinent FHWA regulations, Caltrans' *Environmental Handbook*, and CEQA. The Memorandum will be prepared per the Caltrans Environmental Handbook, Volume 4, *Community Impacts Assessment*, as well as the Local Assistance Procedures Manual, Chapter 6, *Environmental Procedures*. Kimley-Horn will coordinate with City and Caltrans staff to formalize the specific content and format requirements for the study.

Kimley-Horn will use the City's General Plan adopted in 2011, Fair Oaks Junction Sense of Place Plan adopted in 2012, and other related plans as well as environmental studies, in addition to U.S. Census Bureau, California Department of Finance Census and Survey, and any other sources available which provide information to develop the neighborhood characteristics within the project study area. Our scope assumes that there will be no right-of-way acquisition and that no relocations will be necessary. The Community Impact Memorandum will provide existing conditions, impact analysis, and will provide conclusions of the impacts in a condensed manner to discern the benefits of community connectivity and discuss the conclusion of the project's growth inducing potential. If, through consultation with the City and Caltrans, a full Community Impact Assessment or a Relocation Impact Memorandum (or Study) is determined to be necessary, a separate scope and fee will be provided to the City.

### ***Deliverables***

- One Draft PDF copy of the PES and APE for City/Caltrans review
- One Final PDF copy of the PES and APE for City/ Caltrans review and approval

- One Draft PDF copy of each technical memoranda (studies) for City/Caltrans review
- One Final PDF copy of each technical memoranda (studies) for City/Caltrans review and approval
- Five Final copies for of each technical memoranda (studies) for Caltrans NEPA processing
- One PDF copy of the Draft CE for Caltrans review and approval
- CEQA documentation for filing at the County Recorder's Office
- Photometric analysis report
- NEPA clearance documentation
- Land Use and Community Impact Technical Memorandum

#### ***Task 4: Final Design Development (50%, 100%, Final)***

Kimley-Horn will advance the design options selected by the City at the kick-off meeting and we will develop the final design PS&E package for construction documents, supporting documents and applications.

We assume the final design task will occur over eight months and we anticipate preparing the following type and number of sheets for the construction plans at the final bid set submittal:

Cover.....	1 sheet
Horizontal Control.....	1 sheet
Layout Plans.....	2 sheet
Construction Details .....	5 sheets
Drainage Plans and Details.....	4 sheets
Utility Plans and Details .....	3 sheets
Pavement Rehabilitation Plans and Details.....	4 sheets
Signing and Striping Plans and Quantities.....	2 sheets
Signal Modification Plans and Quantities .....	3 sheets
In-Pavement Lighted Crosswalk Plans .....	2 sheets
Landscape and Planting Plans and Details.....	2 sheets (1 planting + detail)
Irrigation Plans and Details .....	2 sheets (1 plan +1 details/schedules)
<b>Total.....</b>	<b>31 sheets</b>

#### ***Task 4.1: 50% PS&E***

The 50% plans will include the sheets above with limited details and vertical design information. The construction detail sheets for the proposed curb ramp designs, as well as proposed drainage improvements, will provide limited vertical design information. We will fully design a maximum of 6 curb return ramps on the construction detail sheets. The remaining curb ramp designs will include curb return profiles and standard detail callouts only. Proposed drainage horizontal layout (as needed) will be provided at this design level.

Included with the signal modification, street lighting analysis will be performed at the Maude Ave/Sunnyvale Ave intersection and a photometric analysis will be provided to the City. The analysis will be based on the City's selected LED fixture and Caltrans and City lighting standards.

We assume the City will provide a set of specifications in CSI format from a recent City project that can be used as a go-by for creation of our project specifications.

***Deliverables:***

- 50% Plans (PDF and three (3) hardcopies, 24"x36", bond)
- Equipment/Appurtenances cut sheets
- Utility Coordination Documentation
- Updated Project Schedule
- 50% Engineer's Opinion of Probable Construction Cost (OPCC) (PDF and three (3) hardcopies, 11"x17", bond)
- Table of Contents list for technical specifications
- Survey information (AutoCAD 2015 format)
- Proposed potholing plan and potholing results
- Proposed coring plan (if required)
- CD containing PDFs of submitted documents
- Documentation of discussions with VTA for bus stop relocation

***Task 4.3: 100% PS&E***

Based on one set of non-conflicting City review comments with only minor changes to the plans, Kimley-Horn will advance the design and plans to the 100% design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

***Deliverables:***

- 100% Plans (six (6) hardcopies, 24"x36", bond)
- 100% Specifications (six (6) hardcopies)
- Updated Project Schedule
- 100% Engineer's OPCC
- Responses to City's review comments on 75% submittal with return markups
- Construction E-76 application submitted to Caltrans
- CD containing PDFs of submittal documents
- PG&E service applications obtained (as needed)
- Documentation of support from VTA for bus stop relocation
- DBE calculation sheets for design services
- Applications for Right of Way Certification and Utility Certification
- E-76 Submitted for Construction Authorization

***Task 4.4: Final PS&E***

Based on one set of non-conflicting City review comments with only minor changes to the plans, Kimley-Horn will advance the design and plans to the final/bid design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

***Deliverables:***

- Bid Plans (one (1) signed hardcopy, 24"x36", bond)
- Bid Specifications (one (1) single-sided hardcopy with signed technical specifications)
- Final Project Schedule
- Final OPCC
- Responses to City's review comments on 100% submittal with return markups
- CD containing PDFs of submittal documents

### ***Task 5: Bidding Support***

The Kimley-Horn team will provide support to the City during the bidding phase by reviewing and responding to bidders' questions and RFIs, and providing addenda to the construction documents subject to the allocated budget for this task. Our scope includes up to 25 hours for bidding support.

We assume the bidding support task to occur over two months.

#### ***Deliverables:***

- Responses to RFIs and addenda

### ***Task 6: Construction Support***

The Kimley-Horn team will coordinate with and provide support to the City during construction for the following services. Our scope includes up to 50 hours for construction support.

1. Attend and prepare information for an internal handoff meeting to discuss possible construction issues and items of special consideration for the construction management team.
2. Attend the pre-construction meeting.
3. Attend up to three periodic construction progress meetings as directed by the City.
4. Participate in the final inspection and development of punch lists. We will observe the construction and provide recommendations for the City to consider for generating the final punch list.
5. Review and response to appropriate RFIs, which may include revisions and clarifications of design details and specifications.
6. Review and response to material submittals.
7. Review and response to proposed substitutions, if any, for conformance to the construction documents.
8. Review and response to 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 performed by the City construction management team. Kimley-Horn will not inspect the contractor's work, but rather, periodically observe and bring any possible discrepancies with the construction documents to the City's construction management team.
10. Participate in the "Lessons Learned Meeting" at the end of the project. We assume the construction support task to occur over six months.

#### ***Deliverables:***

- Responses to RFIs, submittals, and revised details, plans, or specifications
- Record drawings prepared in AutoCAD and provided to the City in AutoCAD and PDF formats

## Exhibit "B"

### COMPENSATION SCHEDULE

City of Sunnyvale - REVISED FEE 7/11/16  
 Proposal For: Maude Avenue Bikeway and Streetscapes  
 Kimley-Horn and Associates, Inc.

Tasks		Labor												Subconsultants			ODCs	Total	
Task #	Task Description	Project Manager	QA/QC Manager	Principal-in-Charge	Sr. Professional	Professional II	Professional II	Professional I	Professional I	Analyst I	Project Support	Admin. Support	Total Hours	Total Labor Costs	Surveying	Potholing	Environmental	Other Direct Costs	Total Fee
		Daniel Carley	Mike Hollingsworth	John Pulliam	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies			LCC	EXARO			
		\$180.00	\$290.00	\$265.00	\$280.00	\$215.00	\$190.00	\$180.00	\$150.00	\$125.00	\$125.00	\$90.00			Fee/Hr or LS	Fee/Hr or LS	Fee/Hr or LS		
1	Project Management	64	20	0	0	0	2	0	4	0	18	8	116	\$21,270					\$21,470
	In-Person Meetings (4 total)	16							4				20	\$3,480				\$200	\$3,680
	Project Coordination	35										4	39	\$6,660					\$6,660
	e-Builder Training	4											4	\$720					\$720
	Project Administration (9 months)	9									18	4	31	\$4,230					\$4,230
	QC/QA and Constructability (2 submittals, 1 field meeting)		20				2						22	\$6,180					\$6,180
2	Data Gathering, Pavement and Sidewalk Evaluation	23	10	0	0	2	0	12	12	33	0	4	96	\$15,915					\$52,015
	Field Visits	4						8		8			20	\$3,160	\$25,000	\$10,000		\$100	\$38,260
	Utility Coordination	2								10			12	\$1,610	\$1,000				\$2,610
	PG&E Coordination	10						4	8	5			27	\$4,345					\$4,345
	In-Roadway Warning Light Warrant Analysis	1				2			4	10			17	\$2,460					\$2,460
	Pavement and Sidewalk Evaluation	6	10									4	20	\$4,340					\$4,340
3	Environmental Services	0	0	0	12	60	0	0	0	90	0	7	169	\$28,140					\$34,940
	Environmental Review & Documents				8	52				50		5	115	\$20,120			\$4,300	\$2,500	\$26,920
	Land Use and Community Impact Technical Memorandum				4	8				40		2	54	\$8,020					\$8,020
4	Final Design Development	105	10	31	6	0	25	20	60	225	0	10	492	\$78,070					\$79,170
	50% Design	60	4	15	4		12	10	40	130		4	279	\$43,745				\$500	\$44,245
	100% Design	30	4	12	2		8	8	15	70		4	153	\$24,620				\$500	\$25,120
	Bid Package	15	2	4			5	2	5	25		2	60	\$9,705				\$100	\$9,805
5	Bidding Support Services	19	0	2	0	0	2	0	0	0	0	2	25	\$4,510					\$4,510
	Bid Support	19		2			2					2	25	\$4,510				\$0	\$4,510
6	Construction Support Services	30	0	15	0	0	5	0	0	0	0	0	50	\$10,325					\$10,325
	Construction Support	30		15			5						50	\$10,325				\$0	\$10,325
	Proposal Subtotal	241	40	48	18	62	34	32	76	348	18	31	948	\$158,230	\$26,000	\$10,000	\$4,300	\$3,900	\$202,430
	Optional Services																		
A	Coring for Pavement Rehabilitation (per day)													\$0		\$4,000		-	\$4,000
B														\$0				-	\$0
	Total Optional Services	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$4,000	\$0	\$0	\$4,000
	Total Including Optional Services	241	40	48	18	62	34	32	76	348	18	31	948	\$158,230	\$26,000	\$14,000	\$4,300	\$3,900	\$206,430

## 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 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** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

### **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** and **automobile liability** policies are to 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.

### **Claims Made Coverage**

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

### **Verification of Coverage**

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

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**16-0818**

**Agenda Date: 8/23/2016**

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### **SUBJECT**

Adopt Ordinance No. 3090-16 Amending the Precise Zoning Plan, Zoning Districts Map, to Rezone certain properties located between Torrington Drive, Sesame Drive, Vanderbilt Drive and Hollenbeck Avenue from R-1 (Low Density Residential) Zoning District to R-1/S (Low Density Residential/Single-Story) Zoning District

### **RECOMMENDATION**

Adopt Ordinance No. 3090-16.

### **ATTACHMENT**

1. Ordinance No. 3090-16

## ORDINANCE NO. 3090-16

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE AMENDING THE PRECISE ZONING PLAN,  
ZONING DISTRICTS MAP, TO REZONE CERTAIN PROPERTIES  
LOCATED BETWEEN TORRINGTON DRIVE, SESAME DRIVE,  
VANDERBILT DRIVE AND HOLLENBECK AVENUE FROM R-1  
(LOW DENSITY RESIDENTIAL) ZONING DISTRICT TO R-1/S  
(LOW DENSITY RESIDENTIAL/SINGLE-STORY) ZONING  
DISTRICT**

THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS  
FOLLOWS:

SECTION 1. AMENDMENT OF PRECISE ZONING PLAN. The Precise Zoning Plan, Zoning Districts Map, City of Sunnyvale (Section 19.16.050 of the Sunnyvale Municipal Code) hereby is amended to rezone certain 45 contiguous properties located at 657-661 Vanderbilt Drive (Assessor Parcel Numbers 202-07- through 202-07-), 1188-1197 East Vanderbilt Court (202-07-003 through 202-07-008), 1190-1199 West Vanderbilt Court (202-07-009 through 202-07-014 ), 1176-1198 Hollenbeck (202-07-015 through 202-07-021), 1156-1168 Regia (202-07-22 through 202-07-028), 1154 -1170 Ribier (202-07-029 through 202-07-036), 662 Torrington (202-07-037) 1153-1193 Sesame (202-07-038 through 202-07-045) to the R-1/S (Low Density Residential/Single-Story) Zoning District. The location of the property is set forth on the scale drawing attached as Exhibit A.

SECTION 2. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15305, that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is a minor alteration in land use in an area with an average slope of less than 20% and will not result in any changes in land use of density. In addition, the Council finds that this ordinance is exempt pursuant to Section 15061(b)(3) in that it is not a Project which has the potential for causing a significant effect on the environment. The Council therefore directs that the Planning Division may file a Notice of Exemption with the Santa Clara County Clerk in accordance with the Sunnyvale Guidelines for the implementation of CEQA adopted by Resolution No. 118-04.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 4. 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 newspaper for 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 August 9, 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: \_\_\_\_\_

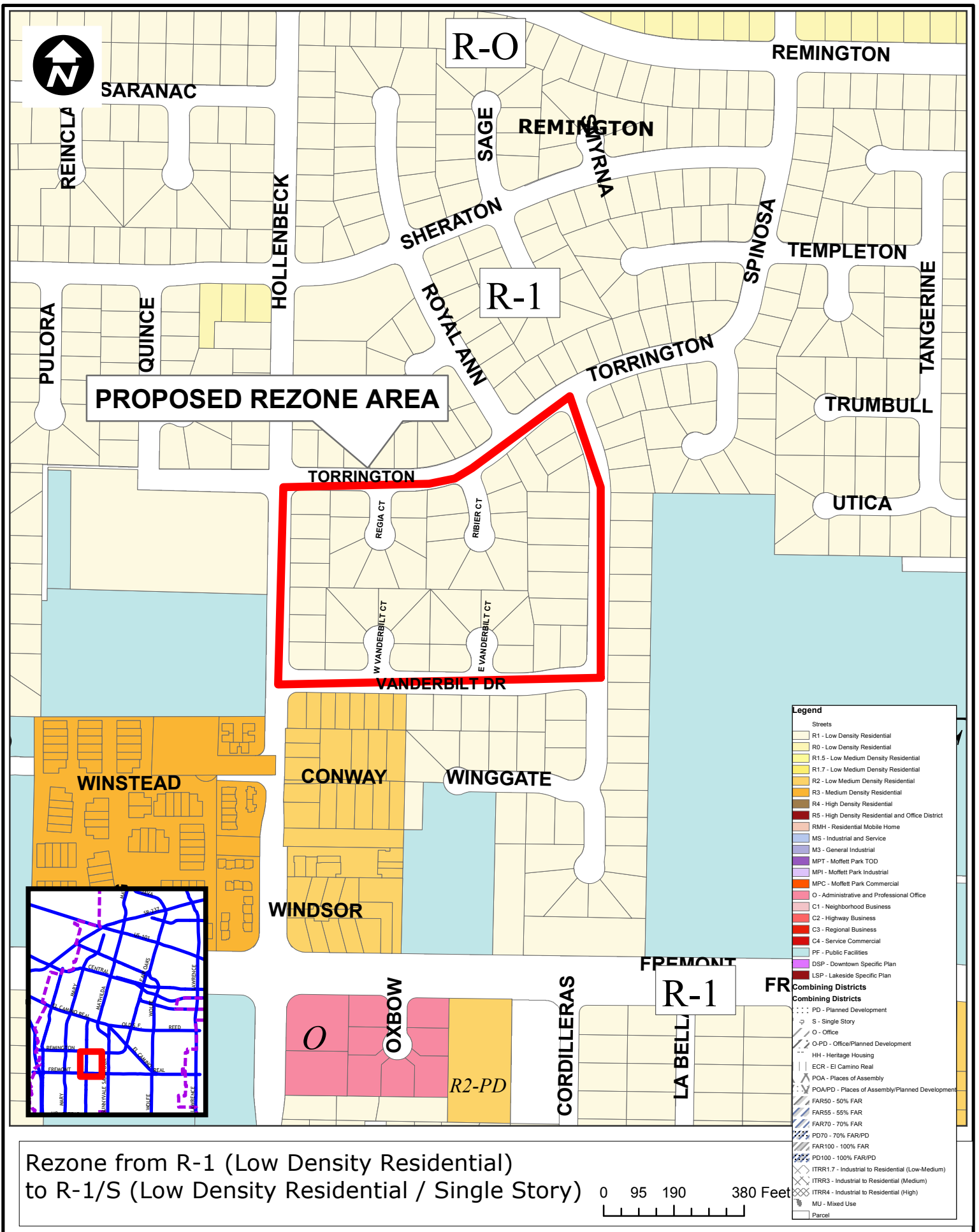
\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

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

# EXHIBIT A





# City of Sunnyvale

## Agenda Item

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**16-0819**

**Agenda Date: 8/23/2016**

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### **SUBJECT**

Adopt Ordinance No. 3091-16 to Amend Section 19.56.020 of Chapter 19.56 (Alternative Energy Systems) of Title 19 (Zoning) of the Sunnyvale Municipal Code Relating to Impairment of Solar Access by Structures

### **RECOMMENDATION**

Adopt Ordinance No. 3091-16.

### **ATTACHMENT**

1. Ordinance No. 3091-16



ORDINANCE NO. 3091-16

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND SECTION 19.56.020 OF CHAPTER 19.56 (ALTERNATIVE ENERGY SYSTEMS) OF TITLE 19 (ZONING) OF THE SUNNYVALE MUNICIPAL CODE RELATING TO IMPAIRMENT OF SOLAR ACCESS BY STRUCTURES**

THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. SECTION 19.56.020 AMENDED. Section 19.56.020 of Chapter 19.56 (Alternative Energy Systems) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

**19.56.020. Solar energy systems—Impairment of solar access by structures.**

(a) No building permit shall be issued for any construction, the effect of which when completed would be to interfere with solar access to the rooftops of the sum of all permitted structures on an adjacent property or to any preexisting active solar collector on an adjacent property. Solar access means the absence of shadows blocking or reducing exposure to the sun to an extent greater than ten percent daily during the hours between nine a.m. to three p.m., Pacific Time, throughout any solar cycle. Nothing contained herein shall require modification to any structure, the shade pattern of which would impair solar access to rooftops or active solar collectors established later in time.

(b) Applications for new construction above the first level of any structure shall include the following solar shading analysis by a qualified professional:

(1) The solar shading analysis shall show the extent to which the proposed construction will shade adjacent rooftops and solar collectors at nine a.m. and three p.m. Pacific Time on December 21st.

(2) If the above solar shading analysis shows a conflict with solar access greater than ten percent, the applicant shall provide an additional analysis which calculates the extent to which the proposed construction will shade adjacent rooftops and solar collectors between nine a.m. to three p.m. Pacific Time throughout the entire 365-day solar cycle. If the analysis shows a cumulative shadowing effect of less than ten percent total over the course of the 365-day solar cycle, the application shall be deemed to be in compliance with this section.

(c) [Renumbered; text unchanged]

SECTION 2. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations Section 15378(a) that this project is exempt from the requirements of the California Environmental Quality Act (CEQA) 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. In addition, the action is exempt from CEQA pursuant to CEQA Guidelines section 15305, minor alterations in land use limitations in which do not result in any changes in land use or density.

SECTION 3. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

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

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

Introduced at a regular meeting of the City Council held on August 9, 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

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16-0754

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### SUBJECT

Informational Report to Council Regarding Twin Pines Fire

#### BACKGROUND

The purpose of this Informational Report is to provide the City Council with a summary of the City's response to the Twin Pines Fire. As background, on Friday, April 15 at 12:54 p.m., Sunnyvale Department of Public Safety (DPS) fire apparatus and patrol units responded to the Twin Pines Manor Apartments located at 1066 Sunnyvale-Saratoga Road on the report of smoke coming from the building. Firefighters encountered heavy smoke and heat in the hallways and a partial roof collapse. Public Safety personnel evacuated numerous tenants from their balconies and extinguished the fire approximately an hour and a half after the arrival of the first fire apparatus. Two female tenants were injured; one suffered burns and the other smoke inhalation. Both victims were assisted by fire personnel and transported to area hospitals. While the fire damage was contained to primarily four apartment units, the extensive smoke, heat and water damage made the entire 81-unit complex uninhabitable for the 170 residents and guests.

#### EXISTING POLICY

##### **General Plan Chapter 6 - *Safety and Noise***

**Policy SN-2.2** - Provide for the Emergency Management of the City in Order to Respond Effectively and to Assure Life and Property Safety in the Event of a Disaster.

**Policy SN-3.1** - Provide Rapid and Timely Response to All Emergencies.

**Policy SN-3.6** - Aid Those who Cannot Care for Themselves (Intoxicated, Addicted, Mentally Ill, Physically Disabled, The Young, The Old) Provide Rapid and Timely Response to All Emergencies.

**Policy SN-5.4** - Conduct Field Operations and Emergency Scene Management in a Safe, Effective and Efficient Manner.

#### ENVIRONMENTAL REVIEW

This is an information report only and no action is being taken by the City Council; no environmental review under the California Environmental Quality Act is required.

#### DISCUSSION

The following is a summary of events related to the Twin Pines Apartment Fire and subsequent displacement of the residents:

##### **Incident Response (Fire and Evacuation)**

Operations - Sunnyvale DPS personnel from both the Police and Fire Bureaus responded to this fire per protocol. Immediately upon arrival, DPS personnel encountered numerous residents

standing on their individual balconies calling out for help. It was apparent that the active fire and smoke were preventing residents from entering common hallways to safely exit the apartment building. Rescue efforts were immediately put into action with the deployment of multiple ladders and numerous residents were rescued from the exterior balconies. Two residents who were rescued from the interior hallways sustained injuries as a result of the fire and were transported to a local emergency center. The fire and smoke damage to the building was significant and habitation of the entire building was deemed unsafe by City staff. As a result, all of the residents were displaced, with the overwhelming majority in need of immediate emergency housing. It was also determined that many of the residents required special assistance including the need for medications and other essential items located within their apartment units.

Mutual Aid - Standard mutual aid procedures were followed for this incident response. The second alarm activation resulted in Mountain View and Santa Clara Fire Department units being dispatched to back-fill two DPS fire stations. A Santa Clara Fire Department rescue unit was also dispatched to the scene to assist with refilling air bottles. Sunnyvale is very appreciative for the assistance from our neighboring cities.

Media Management - A primary DPS Public Information Officer (PIO) responded to the scene to handle media inquiries. The PIO handled all media inquiries at the scene. The public messaging was handled via Nixle (DPS' community messaging tool) and the DPS twitter account. Informational messages as well as update messages were sent regularly throughout the incident using both platforms.

### **Short Term Transition and Recovery**

As is customary when displacement is a possibility, staff contacted the American Red Cross (ARC) to request their assistance with care and shelter of the fire victims. Upon arrival, the ARC began to interview tenants to determine the need for, and size of, a shelter facility. The Sunnyvale Office of Emergency Services (OES) Coordinator assisted the ARC as they contacted the residents and performed the initial interviews to identify needs.

After completing the initial contact with residents, the ARC determined that a sizable shelter would be required due to the large number of displaced residents. The previous year, the Sunnyvale OES Coordinator, Library and Community Services (LCS) staff and ARC staff had surveyed the Senior Center as a primary shelter and executed an agreement establishing as such. The ARC contacted LCS staff in order to begin the process of activating the shelter. The ARC also contacted VTA to request their assistance in transporting tenants away from the Fire Bureau's overhaul operations (which include making sure that there are no hot spots). The safe transition of residents from Twin Pines apartment complex to the Senior Center occurred within hours of the ARC's determination.

During overhaul operations, fire personnel retrieved a number of pets from the fire scene. DPS Animal Control was on scene assisting fire personnel. Initially, it was believed that up to 25 cats and dogs would be displaced and that they could not be housed at the Senior Center; however, it was subsequently determined that only five pets needed shelter. Animal Control transported the pets to the County's Animal Shelter.

LCS staff, together with ARC staff, began preparations to establish the Senior Center as the

designated care and shelter facility for the incident. As the Senior Center was being readied, displaced residents began arriving due to the proximity of the designated shelter to the fire scene. This required immediate action to establish sleeping quarters, make arrangements for food and water, showers, security and entertainment for the families. In addition, scheduled activities at the Senior Center had to be cancelled and/or relocated. It became evident that many of the fire victims were non-English speakers. For languages onsite staff was not able to cover, LCS authorized overtime for staff to ensure bilingual language capabilities pending the arrival of ARC staff/volunteers. Once ARC staff/volunteers were oriented, the intake process for the displaced residents was initiated.

Through the intake process, many displaced residents expressed a need for access to the apartment complex in order to retrieve medications. The OES Coordinator, along with fire personnel, facilitated entry into the building to retrieve medications as well as other basic supplies and toiletries.

On Friday night, 53 displaced residents stayed at the established shelter. It was learned that more displaced residents were going to need access to the building to retrieve few personal items. At that point, it was unknown if residents were going to be able to re-occupy the apartment building within the near future. The DPS Incident Commander (IC), along with LCS Management, was in contact with the owner of the building working with access issues as well as potential assistance for the displaced residents. In addition, the OES Coordinator activated the Sunnyvale Community Emergency Response Team (CERT) and requested assistance for Saturday. The plan was to have CERT personnel wearing Personal Protective Equipment (PPE) escort displaced residents into their apartments to retrieve minor items. VTA was asked to supply a bus and assist with shuttling the residents from the shelter to the apartment complex.

On Saturday, ARC staff began the case management stage to determine the longer term needs of the residents. ARC staff began identifying many access and functional needs that the displaced residents had such as transportation, language, mobility, disability, mental health, financial and medical needs. The ARC arranged for mental health counselors to respond to the shelter to assist the residents. In addition, Sunnyvale Community Services (SCS) was contacted for assistance.

The City Manager requested the OES Coordinator send out a notification for Emergency Management Organization (EMO) personnel to stand by in case they were needed throughout the weekend to assist at the shelter. A Nixle message was sent out placing a limited amount of "A shift" city staff (not DPS) on standby, with about a half dozen employees beginning shift assignments.

Throughout the day on Saturday, some of the displaced residents chose to work out other sheltering options. On Saturday night, 40 displaced residents stayed at the shelter. The OES Coordinator activated CERT to cover shifts for Sunday so that residents were able to retrieve items from their apartments.

On Sunday, the OES Coordinator made contact with the primary representative for CADRE (Collaborating Agencies' Disaster Relief Effort), which is the local VOAD (Voluntary Organization Active in Disaster) as it represents a vast network of non-profit organizations that could potentially provide needed resources. The CADRE representative met with the SCS Director in order to start planning for the future needs of the displaced residents. VTA provided the use of two buses on Sunday to shuttle residents to and from the apartment building as CERT continued escorting them

into their units to retrieve items. It was clear at this time that the building was not going to be habitable within the foreseeable future.

Given that the incident occurred on a Friday late afternoon, many public agencies and non-profit organizations that would normally be available were not. This put the City in an unusual situation of having to address many emergent needs on its own. Additionally, staff felt that it was prudent to allow coordination on Monday with these agencies to further ensure a smooth transition to longer-term needs. Therefore, City staff determined that the shelter would remain operational at the Senior Center until Tuesday morning, allowing Monday (a business day) to complete coordination.

The City Manager and other City management personnel concluded that there was a need to fill the gap between the time the shelter would be closed and when transitional/permanent housing would be available for the displaced residents. To assist in the process, City management identified the need to utilize City funding sources to pay for the displaced residents' stay at local motels during the transition and arranged for the residents to stay at various local motels for the following several weeks.

As the residents began receiving motel vouchers from the City, residents began making the transition away from the shelter. Throughout Saturday and Sunday, City staff facilitated regular updates for the residents. A few informational meetings with the owner were also arranged. By Sunday night, only one resident required services at the shelter. While the shelter was officially demobilized on Monday morning (April 18<sup>th</sup>), a couple of informational meetings were facilitated to ensure that the residents understood the housing arrangements and had been connected to Sunnyvale Community Services for further case management.

#### EOC Facility and Logistics

Key successes include:

- A completed Memorandum of Understanding was already in place between the City and the American Red Cross (ARC) clearly identifying the Senior Center as a potential shelter location.
- Quick assessment of the situation by staff recognizing the need to establish assistance for the displaced residents.
- Full commitment from the City to actively assist in supporting the displaced residents.
- Staff flexibility and dedication resulted in the quick set-up of a secure shelter facility late on a Friday afternoon.
- Decision-making staff was readily available to assist with shelter operations.
- There was effective and ongoing communication with the displaced residents. This helped to build trust and create stability in an unstable environment.

Action items:

- Identification of additional staff resources to assist with media relations as back-up to the City Communications Officer. **(In Progress)**
- Establishment of a transportation assistance plan. **(In Progress)**
- Development of a shelter operations check list to be used whenever a shelter is opened. **(In Progress)**
- Development of a plan for child care operations as part of the emergency services provided

by the City. **(Planned)**

- Improved training and instincts for City staff when supporting emergency response and when not afforded the opportunity to work in the EOC to manage an event. It became clear that the time required to establish a functional EOC would deprive City staff of providing direct response to residents impacted by the emergency. The absence of an established EOC requires that the City close that gap with additional training and an ability to be more mobile in its EOC response. **(In Progress)**

### Supplies and Equipment

Action items:

- Issuance of position identification vests and name badges to be worn throughout activation. **(In Progress)**
- Development of mobile resource materials for emergency service non-DPS responders to have easy access to information and ensure a thorough response. The City's EOC materials are boxed and packed away, retrieval of them proved difficult during an actual incident. Staff has planned to develop resource materials for ELT members to have available to avoid having to retrieve them at the EOC. **(In Progress)**
- Increased emergency preparedness training for non-safety staff members. **(In Progress)**
- Placement of an ARK supply container with emergency supplies at the Community Center. **(In Progress)**
- Establishment of a master key set for the Senior Center accessible for an event. **(In Progress)**
- Identify through fleet, access to designated city vehicles that can be used as needed during an incident. **(Planned)**
- Streamline the procurement process during large incidents. **(In Progress)**
- Assignment of space to function as an alternate/satellite EOC at the Community Center complex, including identifying specific meeting rooms and storage areas for EOC equipment. **(Planned)**

### Communications and Technology

Action items:

- Establishment of a notification process for additional staffing needs upon partial activation of Emergency Operations Center. **(In-Progress)**
- Improvement of WIFI and cellular coverage at the Community Center complex. **(In Progress)**
- Improved access to printers and copiers. **(Planned)**
- Established templates on incident communication to accelerate public notification of emergencies. **(In Progress)**

### External Support

The ARC was requested to assist with the displaced residents and begin coordination efforts with the Sunnyvale Office of Emergency Services Coordinator. In coordination with Sunnyvale staff the ARC began activation of the Senior Center to operate as the temporary shelter. The Valley Transit

Authority (VTA) was brought in to assist with transportation needs to the shelter. It should be noted that the ARC was called during a time that its volunteers were away at training and there were some delays in their ability to respond in a timely manner. This could not have been avoided, but City staff can develop contingency plan for interim coordination if there is occasion for a delayed ARC response.

### Risk Management

#### Action items:

- The need to formally identify the event as a partial activation of the Emergency Management Organization and establish related procedures. **(In-Progress)**
- The need to clarify the roles of responders at the outset of events requiring partial activation of the Emergency Management Organization. **(In-Progress)**

### Procurement

#### Key successes include:

- The establishment of a donation account coordinated by City Staff through Sunnyvale Community Services was instrumental in raising significant funds for the displaced residents.
- City Council quickly approved housing funds for support of displaced residents and scheduled an action at the next City Council Agenda.
- City Council also appropriated \$30,000 in funding for recreation fee waivers so that displaced residents could take advantage of City summer programs including camps for children.

#### Action items:

- Issuance of purchasing cards to all department directors. **(Completed)**

### **Long Term Transition and Stabilization**

On Monday April 18, the ARC transitioned the case management to SCS as they gathered staff to assist with the task. Due to the high number of cases, SCS relied on staff from other cities' community services non-profit organizations. On April 19<sup>th</sup> an update meeting was hosted at DPS to convene SCS, Challenge Team organizations as well as member organizations of CADRE. The meeting identified on-going needs and potential resources. This marked the beginning of the transition from a City staff led effort to SCS staff effort. Throughout the week and as potential transitional/permanent housing was identified, City staff continued to be involved by facilitating contact with the building owner group.

### Service Coordination

Staff would like to extend its gratitude to the City Council for being available and accessible during the event, including in some cases hands-on assistance. Additionally, staff would like to acknowledge and express the highest level of gratitude to all the organizations listed below for assisting the displaced residents after the fire:

Mountain View FD - Back filled one of the Sunnyvale fire stations while firefighters were handling

the incident.

Santa Clara FD - Back filled another one of Sunnyvale's fire stations and in addition, sent a Rescue unit to assist at the scene.

Red Cross - Administered the shelter and provided initial case management for displaced residents.

Sunnyvale Community Services (SCS) - Took over the long term case management to include the placement of displaced residents into permanent housing. In addition, they administered the donations provided through the Go Fund Me account.

County - Offered assistance through the Santa Clara County Office of Emergency Services and the Social Services Agency. In addition, the County Supervisors approved housing funds to be directed to SCS to support their efforts assisting the fire victims.

Collaborating Agencies' Disaster Relief Effort (CADRE) - This network of non-profit organizations offered guidance and support to SCS as they assisted in the stabilization of the displaced families.

Project Sentinel - Assisted by providing legal information regarding tenant rights.

Business - Staff coordinated with local hotels to provide temporary housing for residents' still needing assistance. Local business also participated by donating to the Go Fund Me account.

Churches - South Bay Church (who meets at the Sunnyvale Community Center) provided meals for the shelter operations throughout the weekend. They offered many other avenues of assistance including transportation and storage of property for the displaced families.

Residents - Participated through a Go Fund Me account that was set up to assist fire victims. In less than a week over \$30,000 was raised.

### **FISCAL IMPACT**

The fiscal impact from the fire was significant in terms of providing the services discussed above. However the incident itself was well managed and staffed by the Department of Public Safety, incurring minimal costs for overtime.

Subsequent to the fire, Council appropriated \$150,000 from the Housing Fund to assist fire victims. In addition, \$30,000 was appropriated from the General Fund Budget Stabilization Fund to provide recreation fee waivers for the affected residents.

The community provided over \$30,000 in donations through a go fund me account of which approximately \$10,000 was used for hotel expenses and the remaining funds were provided to Sunnyvale Community Services to support their ongoing efforts to support the victims of the fire.

In addition to the direct support provided, as part of the Adopted FY 2016/17 budget, the City Council augmented Sunnyvale OES resources by \$100,000, utilizing one-time funds. OES is staffed by one (1) full time Public Safety Lieutenant. The one-time project funds will be used to further build the

capacity of the OES by facilitating the acquisition of consultant services to assist in training staff and replenishing ARK containers and supplies throughout the City as needed. Funding will also be used to complete all of the identified action items related to the Twin Pines Apartment event.

**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**

No Council action is requested at this time. No staff recommendation.

Prepared by: Vinicio Mata, Lieutenant, Department of Public Safety

Reviewed by: Jeffrey Hunter, Captain, Department of Public Safety

Reviewed by: Frank J. Grgurina, Director, Department of Public Safety

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager





# City of Sunnyvale

## Agenda Item

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16-0657

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### **SUBJECT**

Introduce an Ordinance Adding Chapter 18.50 to Title 18 (Subdivisions) of the Sunnyvale Municipal Code to Designate the Director of Public Works to Summarily Vacate Any Public Service Easement by Administrative Resolution of Vacation; Adopt a Resolution to Establish a Fee for Filing the Request for Summary Vacation; and Find CEQA Exemption per Guideline 15061(b)(3).

#### **BACKGROUND**

In 2015, the State Legislature passed SB 184, amending Streets and Highways Code Section 8335 *et. seq.*, which governs the vacation of streets, highways, or public service easements, and authorized the legislative body of a local agency to delegate authority to summarily vacate a public service easement to any public officer or employee otherwise qualified to prepare easements or approve parcel maps or final maps. The City Council previously delegated authority to the Director of Public Works to approve final maps pursuant to Sunnyvale Municipal Code (SMC) Chapter 18.20 (Ord. 3074-16).

Until the recent amendment of the Streets and Highways Code, the City Council was required to summarily vacate public service easements. Under the new legislation, the City Council may designate any public officer or employee otherwise qualified to prepare easements or approve parcel maps or final maps to summarily vacate a public service easement.

#### **EXISTING POLICY**

**Council Policy Chapter 7 *Planning and Management***

**Policy 7.3.1 *Legislative Management - Goals and Policies***

**Policy 7.3B.3** Prepare and update ordinances to reflect current community issues and concerns in compliance with State and federal laws.

#### **ENVIRONMENTAL REVIEW**

Designating the Public Works Director as the approval authority and amending the subdivision ordinance does not require environmental review because it can be seen with certainty that there is no possibility that these activities will have a significant effect on the environment. (CEQA Guidelines Section 15061(b)(3)).

#### **DISCUSSION**

As part of the development process of privately owned parcels without a tract or parcel map, title reports will show all easements encumbering a particular property. This may include public service easements that are no longer being utilized or simply not needed for City services. Public service easements would include parking, ingress and egress, emergency access, light and air access, landscaping, open space, storm water treatment measure, sidewalks and pathways, and the

construction, operation and maintenance of utilities. Public service easements do not include the vacation of public rights-of-way.

In an effort to provide a more streamlined process for development projects that require the removal of certain public service easements over their property, staff is proposing an ordinance to be adopted to add Chapter 18.50 to SMC (Attachment 1). This will delegate authority to the Director of Public Works to administratively approve the summary vacation of public service easements pursuant to SB 184. This will include the preparation of an administrative resolution to vacate the public service easement reviewed by the City Attorney's Office and certified by the City Clerk to allow recordation with the County Recorder's Office.

Council delegated authority to the Director of Public Works to approve final maps under SMC Chapter 18.20. This proposed process is similar in that it will reduce staff time and expedite the development process. The Director will approve the summary vacation only after notifying all entities having any right, title, or interest in the public service easement and confirming that the public service easement is no longer needed for its intended purpose.

Currently, there is no adopted fee for the review and processing of the summary vacation of a public service easement. Accordingly, the proposed fee for filing a request for a summary vacation of a public service easement is \$1,000 in fiscal year 2016/17 as set forth in the attached fee resolution. This fee will be required at the time the summary vacation request is submitted to staff.

#### **FISCAL IMPACT**

There is no fiscal impact. Staff time will be funded by the required processing fee.

#### **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**

Introduce an ordinance adding Chapter 18.50 to Title 18 (Subdivisions) of the Sunnyvale Municipal Code to designate the Director of Public Works Authority to Summarily Vacate Any Public Service Easement by Administrative Resolution of Vacation; Adopt a Resolution to Establish a Fee for Filing the Request for Summary Vacation; and find a CEQA exemption pursuant to CEQA Guidelines Section 15061(b)(3).

Prepared by: Ryan Sandoval, City Property Administrator

Reviewed by: Manuel Pineda, Director, Public Works

Reviewed by: Timothy J. Kirby, Director, Finance

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

1. Draft Ordinance
2. Fee Resolution

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE ADDING CHAPTER 18.50 OF TITLE 18  
(SUBDIVISIONS) OF THE SUNNYVALE MUNICIPAL  
CODE RELATING TO THE SUMMARY VACATION OF  
PUBLIC SERVICE EASEMENTS**

WHEREAS, Streets and Highways Code section 8335 *et. seq.* governs the vacation of streets, highways and public services easements; and

WHEREAS, in 2015 the State Legislature passed SB 184 which amends the Streets and Highways Code and authorizes the legislative body of a local agency to delegate authority to summarily vacate a public service easement to any public officer or employee otherwise qualified to prepare easements or approve parcel maps or final maps; and

WHEREAS, the City Council has delegated authority to the Director of Public Works to approve final maps pursuant to Sunnyvale Municipal Code Chapter 18.20 (Maps); and

WHEREAS, the City Council now desires to add Chapter 18.50 (Summary Vacation of Public Service Easements) of the Sunnyvale Municipal Code relating to the summary vacation of public service easements.

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

SECTION 1. CHAPTER 18.50 ADDED. Chapter 18.50 (Summary Vacation of Public Service Easements) of Title 18 (Subdivisions) of the Sunnyvale Municipal Code is hereby added to read as follows:

**Chapter 18.50**

**SUMMARY VACATION OF PUBLIC SERVICE EASEMENTS**

- 18.50.010. General provisions.**
- 18.50.020. Public Service Easements.**
- 18.50.030. Summary vacation of public service easements.**
- 18.50.040. Fees.**

**18.50.010. General provisions.**

The vacation of streets, highways and public service easements is governed by Streets and Highways Code section 8335 *et. seq.* The procedure for the summary vacation of public service easements under this chapter shall not be the exclusive means of vacating public service easements and the City may utilize any other method pursuant to state or local law.

**18.50.020. Public service easements.**

For purposes of this chapter, a public service easement is an easement for one or more of the following purposes:

- (a) Parking.
- (b) Ingress and egress.
- (c) Emergency access.
- (d) Light and air access.
- (e) Landscaping.
- (f) Open space.
- (g) Access to and/or operation and maintenance of a storm water treatment measure.
- (h) Construction, operation and maintenance of utilities.
- (i) Sidewalks and pathways.

**18.50.030. Summary vacation of public service easements.**

The director of Public Works may summarily vacate any public service easement by administrative resolution of vacation. The administrative resolution of vacation shall state all of the following:

- (a) That the vacation is made under this chapter.
- (b) The name or other designation of the public service easement and a precise description of the portion vacated. The description of the portion vacated may be by a precise map which is recorded in the Santa Clara County Recorder's Office or to which reference is made in the resolution and which is permanently maintained by the public entity.
- (c) The facts under which the summary vacation is made.
- (d) That from the date the resolution is recorded with the Santa Clara County Recorder's Office, the public service easement vacated no longer constitutes a public service easement.
- (e) Certification that all entities having any right, title or interest in the public service easement being vacated have been notified of this action.

**18.50.040. Fees.**

The fee for filing a request for a summary vacation of a public service easement pursuant to this chapter shall be set forth in the schedule of fees established by resolution of the council.

SECTION 2. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

SECTION 3. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections,

subsections, sentences, clauses or phrases be declared invalid.

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

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

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

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

## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE AMENDING RESOLUTION NO. 762-16, THE  
CITY'S FEES, RATES AND CHARGES RESOLUTION,  
PERTAINING TO THE FILING FEE FOR REVIEW AND  
PROCESSING OF THE SUMMARY VACATION OF A  
PUBLIC SERVICE EASEMENT**

WHEREAS, the City Council of the City of Sunnyvale ("City") adopted Resolution No. 762-16, the Master Fee Schedule, on June 28, 2016; and

WHEREAS, the City Council is empowered to impose reasonable fees, rates, and charges to offset the costs for municipal services; and

WHEREAS, the City wishes to amend the Fee Schedule to include a filing fee for review and processing of the summary vacation of a public service easement; and

WHEREAS, the City Council approved an ordinance adding a new chapter in Title 18 (Maps), Chapter 18.50 (Summary Vacation of Public Service Easements) to the Sunnyvale Municipal Code; and

WHEREAS, to ensure consistency with the new ordinance, the City desires to implement a filing fee for the summary vacation of a public service easement as set forth below.

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

1. Section 8.02, "Development Projects" of the Master Fee Schedule, is hereby added and adopted as follows:

**SECTION 8.02 DEVELOPMENT PROJECTS**

**PUBLIC RIGHT-OF-WAY AND EASEMENT ABANDONMENT FEE**

(Based upon CA Streets and Highways Code)

	<b><u>Fiscal Year</u></b> <b><u>2016/2017</u></b>	<b><u>Charge</u></b> <b><u>Code</u></b>	<b><u>Object Level</u></b> <b><u>3 &amp; 4</u></b>	<b><u>Title</u></b> <b><u>Obj. Lvl. 3</u></b>	<b><u>Title</u></b> <b><u>Obj. Lvl. 4</u></b>
Summary Vacation of Public Service Easement (per easement) (SMC Chap. 18.50)	\$1,000	310230	2900-10	Engineering Fees	Easement Vacation

2. The establishment of fees herein is exempt from the requirements of the California Environmental Quality Act pursuant to Public Resources Code 15378(b)(4) because it is related to the creation of government funding mechanisms or other fiscal activities which do not involve any commitment to any specific project.

3. All other provisions of Resolution No. 762-16 shall remain in effect.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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





# City of Sunnyvale

## Agenda Item

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16-0662

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### **SUBJECT**

Introduce an Ordinance to Amend Sunnyvale Municipal Code Title 12 Chapter 12.24 (Water & Sewers), Adopt a Resolution to Amend the Fee Schedule to Include Penalties for Water Theft and Unreported Water Consumption from Hydrant Water Meters, and Find that the Actions are Exempt from CEQA

#### **BACKGROUND**

This report recommends additions to the Municipal Code Title 12 Chapter 12.24 to clarify that theft of City water is unlawful, impose penalties for water theft and establish regulations for use of construction hydrant meters. The purpose of the proposed amendments is to address water theft and use of construction hydrant meters and to better define and clarify the unlawful use of water and set a penalty structure and appeals process.

Water is needed on construction sites for a variety of activities such as concrete work and plastering, dust suppression, hydro-demolition, and cleaning of tools and equipment. Contractors generally obtain water from a nearby fire hydrant using a city-issued construction hydrant meter. Over the last several months there have been several incidents where individuals connected directly to a fire hydrant without an approved meter and backflow device. This represents a water quality concern if a backflow device is not used when drawing water from a hydrant. It also represents revenue losses as water is being used without the ability to charge for usage. Criminal prosecution is generally not feasible in such cases because of difficulty proving the amount of water taken. By imposing a significant administrative penalty for water theft, the City hopes to deter such activities especially by construction contractors.

The proposed amendments will also define and clarify the use of construction hydrant meters for the purposes of ensuring that these units are used in accordance with Municipal Code Title 12 and California State Drinking Water Regulations. Currently, there are no requirements in the Municipal Code that regulate the use of construction hydrant meters or require timely reporting of water usage.

#### **EXISTING POLICY**

**General Plan Policy EM - 4.3:** Provide appropriate security and protection of water facilities.

#### **GOAL EM-3 Reliable and Safe Water Distribution**

Ensure the reliable and safe delivery of water

#### **ENVIRONMENTAL REVIEW**

This action does not require environmental review under the California Environmental Quality Act (CEQA) because it does not involve any commitment to any specific project which may result in a potentially significant impact to the environment. (CEQA Guideline 15061 (b)(3))



**DISCUSSION**

The changes being recommended in the proposed ordinance are intended to clarify and update terms and procedures used to administer the relevant Chapters in the Municipal Code, particularly related to water theft and the use of construction hydrant meters used for development projects. The following are highlights of substantive updates to the Code:

**Water Theft:**

The proposed ordinance will clarify that it is unlawful to take water from the City water system unless an authorized meter device is installed. The current Municipal Code (section 12.24.110) makes it unlawful to tamper with water mains and equipment, but there are no provisions that specifically prohibit theft of water from the City system. The proposed ordinance will also allow the Director of Environmental Services to impose a \$1,000 administrative penalty for water theft which could be issued directly to the offender or may be placed on a customer's water bill. Any penalty imposed under this section may be appealed by filing a written notice with the City Manager no later than ten days after receipt of the notice imposing the penalty. The City Manager will designate a hearing officer for the appeal hearing, who after considering all testimony and evidence submitted will issue a written decision to uphold or cancel the penalty. The decision of the hearing office is final.

It is also critical to ensure that only approved devices with appropriate backflow prevention are allowed to be connected to the City's potable water system. This will safeguard public health by preventing back siphonage and possibly contaminating the water supply.

**Construction Hydrant Meters:**

The proposed ordinance adds a provision that requires a permit be issued by the Environmental Services Department before any person takes water from public service hydrants. This will ensure proper meters are used on hydrants and allow the City to track water use from hydrants. The Department of Public Safety (DPS) already uses proper apparatus to connect to hydrants; however water used for emergencies by DPS is not expected to be tracked and is considered lost water.

The proposed ordinance will establish regulations for the use of construction hydrant meters and authorize the City to impose appropriate fees, including a \$250 late fee for unreported water consumption. The \$250 will be imposed on any person taking water from a fire hydrant who fails to report their water consumption by the tenth day of the month in accordance with the permit. Should the tenth of a month falls on a Saturday, Sunday or City Holiday, then the deadline will be extended to the following business day.

**FISCAL IMPACT**

There is no cost associated with the Ordinance update, however the action by Council will likely result in reduced unauthorized water use from hydrants and resulting in reducing costs associated with water purchase. There will also be slight revenue increase should the city impose penalties for unauthorized water use from hydrants.

**PUBLIC CONTACT**

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

the City Clerk and on the City's website.

**ALTERNATIVES**

1. Introduce an Ordinance to Amend Sunnyvale Municipal Code Title 12 Chapter 12.24 (Water & Sewers), Adopt a Resolution to Amend the Fee Schedule to Include Penalties for Water Theft and Unreported Water Consumption from Hydrant Water Meters, and Find that the Actions are Exempt from CEQA
2. Provide other direction to staff.

**STAFF RECOMMENDATION**

Alternative 1: Introduce an Ordinance to Amend Sunnyvale Municipal Code Title 12 Chapter 12.24 (Water & Sewers), Adopt a Resolution to Amend the Fee Schedule to Include Penalties for Water Theft and Unreported Water Consumption from Hydrant Water Meters, and Find that the Actions are Exempt from CEQA.

Prepared by: John Ramirez, Water Operations Manager

Reviewed by: John Stufflebean, Director of Environmental Services

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Proposed ordinance
2. Amendment to the Fee Resolution
3. Exhibit A

DRAFT 8/3/16 *Rm*

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE TO ADD NEW SECTIONS 12.24.115  
(WATER THEFT PROHIBITED) AND 12.24.285  
(CONSTRUCTION HYDRANT METERS) TO CHAPTER  
12.24 (WATER SYSTEM REGULATIONS) OF TITLE 12  
(WATER AND SEWERS) OF THE SUNNYVALE  
MUNICIPAL CODE**

WHEREAS, California Penal Code Section 498 prohibits the theft of utility services, including water; and

WHEREAS, California Penal Code Section 624 prohibits every person from willfully damaging, tampering with, or digging up water pipes or waterworks; and

WHEREAS, California Penal Code Section 625 prohibits every person who, with intent to defraud or injure, opens or causes to be opened, or draws water from any disconnected utility connection after having been notified that the same has been closed or shut for specific cause, by order of competent authority; and

WHEREAS, any person who violates Penal Code Sections 498, 624, or 625 is guilty of a misdemeanor; and

WHEREAS, California Civil Code Section 1882 et seq. authorizes the City of Sunnyvale to bring a civil action for damages against any person who commits, authorizes, solicits, aids, abets, or attempts any of the following acts:

- a. Diverts, or causes to be diverted, utility services by any means whatsoever.
- b. Makes, or causes to be made, any connection or reconnection with property owned or used by the utility to provide utility service without the authorization or consent of the utility.
- c. Prevents any utility meter, or other device used in determining the charge for utility services, from accurately performing its measuring function by tampering or by any other means.
- d. Tampers with any property owned or used by the utility to provide utility services.
- e. Uses or receives the direct benefit of all, or a portion, of the utility service with knowledge of, or reason to believe that, the diversion, tampering, or unauthorized connection existed at the time of the use, or that the use or receipt, was without the authorization or consent of the utility; and

WHEREAS, pursuant to California Civil Code Section 1882 et seq., the City may bring a civil action for the unauthorized use of City water; and

WHEREAS, Sunnyvale Municipal Code Chapter 12.24 establishes rules and regulations that govern the use of water and prohibit water theft from City facilities; and

WHEREAS, the City may, by ordinance, make the violation of any ordinance enacted by the City Council subject to a civil administrative fine or penalty; and

WHEREAS, because water is a vital resource, the City Council has determined that it is appropriate to impose a civil penalty for the theft of water to protect this vital resource.

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

SECTION 1. SECTION 12.24.115 ADDED. Section 12.24.115 (Water Theft Prohibited) of Chapter 12.24 (Water System Regulations) of Title 12 (Water and Sewers) of the Sunnyvale Municipal Code is hereby added to read as follows:

**12.24.115. Water Theft Prohibited.**

(a) It is unlawful for any person to use, divert, receive or take water from the city water system from any public fire hydrant, blow-off valve, water main, water service lateral or other city facility or connection to a city facility, to which an authorized city metering device has not been installed or has been removed.

(b) It is unlawful for any person to use, divert, receive, or take water from the city water system without paying the full city charges for such water, such as by tampering with city property or facilities, removing a lock or plug that has been placed on consumer's service or meter, or by making an unauthorized connection to any city facilities or public fire hydrant.

(c) In addition to any other civil or criminal remedies authorized by law, any person who takes water in violation of this section shall be subject to a penalty that shall be set forth in a schedule of penalties established by resolution of the city council. If the person is a consumer of city water, the penalty may be added to his or her bill for water service and collected under the same rules and regulations.

(d) Any penalty imposed under this section may be appealed by filing a written notice of appeal with the city manager no later than ten days after receipt of the notice imposing the penalty. The city manager shall designate the hearing officer for the appeal hearing. The hearing shall be scheduled not less than fifteen calendar days and not more than sixty calendar days from the date that the appeal is filed. At the hearing, the party contesting the penalty shall be given the opportunity to testify and to present witnesses and evidence. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the penalty and shall state in the

decision the reasons for that decision. The decision of the hearing officer shall be final.

SECTION 2. SECTION 12.24.285 ADDED. Section 12.24.285 (Construction Hydrant Meters) of Chapter 12.24 (Water System Regulations) of Title 12 (Water and Sewers) of the Sunnyvale Municipal Code is hereby added to read as follows:

**12.24.285. Construction Hydrant Meters.**

(a) Permit required. It is unlawful for any person to take water from a public fire hydrant without having first obtained a permit issued by the department of environmental services.

(b) Fee. At the time the application is filed with the director of environmental services, the applicant shall pay a fee sufficient to cover the cost of processing the application. The amount of the fee shall be set by resolution of the city council.

(c) Hydrant meter. Any person taking water from a public hydrant shall utilize a hydrant meter rented from the department of environmental services. It is unlawful to tamper with or damage any portion of the construction hydrant meter device, the backflow unit, or any portion of the fire hydrant. Tampering with any portion of the hydrant meter backflow device is a violation of section 12.28.290 of this code. If the hydrant meter or other city facilities are damaged, the applicant shall pay the full cost of repairs and/or replacement. If the hydrant meter is lost or stolen, the applicant shall pay the replacement cost of the hydrant meter as determined by the city. Service of water from the hydrant shall be immediately discontinued by the city if the backflow prevention device is removed or tampered with in any manner, if unprotected cross-connections exist on the premises, or if the customer fails to timely pay any fees or charges due hereunder. Service will not be restored until such conditions are corrected.

(d) Hydrant meter unreported consumption. The city council may establish a monthly late fee or penalty that will be imposed on any person taking water through a hydrant meter who fails to report their water consumption by the tenth day of the month in accordance with the terms and conditions of the permit.

(d) Collection of fees and charges. If the customer is a consumer of city water, any fees or charges imposed under this section may be added to his or her bill for water service and collected under the same rules and regulations. Any person owing unpaid fees or charges under this section shall not be entitled to rent a hydrant meter until all such fees and charges are paid in full.

SECTION 3. 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 4. 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 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 6. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

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

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SUNNYVALE AMENDING RESOLUTION NO. 762-16, THE  
CITY'S FEES, RATES AND CHARGES RESOLUTION,  
PERTAINING TO PENALTIES FOR WATER THEFT AND  
UNREPORTED WATER CONSUMPTION FROM  
HYDRANT WATER METERS**

WHEREAS, the City Council of the City of Sunnyvale ("City") adopted Resolution No. 762-16, the Master Fee Schedule, on June 28, 2016; and

WHEREAS, the City Council is empowered to impose reasonable fees, rates, and charges to offset the costs for municipal services; and

WHEREAS, the City wishes to amend the Fee Schedule to include penalties for water theft and unreported water consumption from hydrant water meters; and

WHEREAS, the City Council approved an ordinance adding new sections to Chapter 12.24 (Water System Regulations) of the Sunnyvale Municipal Code; and

WHEREAS, to ensure consistency with the new ordinance, the City desires to implement penalty fees for water theft as set forth below.

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

1. Section 9.05, "Construction Hydrant Meters" of the Master Fee Schedule, is hereby added and adopted as follows:

Late Fee: \$250 per month

The monthly fee shall be imposed on any person taking water through a hydrant meter who fails to report their water consumption by the tenth day of the month, as established in the city fee schedule.

2. Section 9.14, "Water Theft Penalty" of the Master Fee Schedule, is hereby added and adopted as follows:

Water Theft Penalty: \$1,000 per incident

This penalty shall be imposed for any unlawful use of city potable or recycled water, per municipal code section 12.24.115.

3. The establishment of fees herein is exempt from the requirements of the California Environmental Quality Act pursuant to Public Resources Code 15378(b)(4) because it is related to the creation of government funding mechanisms or other fiscal activities which do not involve any commitment to any specific project.

4. All other provisions of Resolution No. 762-16 shall remain in effect.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



**EXHIBIT A**

**A. Water theft prohibited**

1. The water theft penalty shall be set in the Utility Fee Schedule; \$1000.00 per incident.
2. This penalty shall be imposed for any unlawful use of city potable or recycled water, per municipal code section 12.24.115.

**B. Hydrant meter unreported consumption fee**

1. The late fee shall be set in the Utility Fee Schedule Section 9.05 Construction Hydrant Meters; \$250.00 per month.
2. The monthly fee shall be imposed on any person taking water through a hydrant meter who fails to report their water consumption by the tenth day of the month, as established in the city fee schedule.



# City of Sunnyvale

## Agenda Item

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16-0663

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### SUBJECT

Adopt a Resolution to Certify the Programmatic Environmental Impact Report, Make the Findings Required by CEQA, Adopt a Statement of Overriding Considerations and Mitigation Monitoring Program, and Adopt the Water Pollution Control Plant Master Plan for the Sunnyvale Clean Water Program

#### REPORT IN BRIEF

This report provides an overview of the Water Pollution Control Plant Master Plan and Programmatic Environmental Impact Report for the Sunnyvale Clean Water Program, which will serve as a long term guide for replacing facilities at the Water Pollution Control Plant (WPCP). Over the past three years, besides continued work on “gap” projects at the WPCP, staff have been working with Carollo Engineers on the Development of a Primary Treatment Facility Design, Master Plan, and Programmatic Environmental Impact Report (PEIR) for the Sunnyvale Clean Water Program (SCWP). Staff has held several public meetings as well as two study sessions with City Council to provide updates on progress as well as treatment process selections. The Primary Treatment Facility Project was allowed to move forward on a separate path because it was replacing an existing function at the WPCP and was independent of the PEIR for the SCWP.

The SCWP is reaching another milestone with the completion of the Master Plan and PEIR. Numerous studies, technical reports, evaluations and reviews have been completed by City staff, Carollo Engineers, and the City’s Program Management Consultant. The result is a series of technical documents that provide the basis of the SCWP Implementation Plan, which includes scopes for a number of projects, estimates, schedules and budgets. The Master Plan contains information on site planning, site layout, treatment process selection, basis of design, design standards, and overall program implementation. Also discussed in this report is the PEIR that the environmental sub-consultant, Environmental Science Associates (ESA), prepared through extensive analysis and review. The PEIR determined that construction of the Master Plan could displace birds and bird habitat as well as wetlands and generate truck traffic, noise and emissions, and requires mitigation to ensure that these activities do not significantly impact the environment.

Staff is requesting that City Council adopt the resolution (Attachment 1) to certify the PEIR and adopt the Master Plan so progress can continue on reconstructing the WPCP. A Master Plan Executive Summary is included as Attachment 2.

#### BACKGROUND

The WPCP was initially built in the 1950s, and with additions over the years it has grown to a tertiary treatment facility that receives an average dry weather flow of approximately 12 million gallons per day. Due to the age of the facility, the City conducted an asset condition assessment in 2006, which identified several plant structures as at-risk and in need of rehabilitation. Following the condition

assessment, the City initiated a series of “gap” projects that include the rehabilitation of the WPCP’s four digesters, sediment removal from the oxidation ponds, and improvements to the four air flotation tanks (AFTs). Most recently the WPCP has moved forward on additional projects such as the hypochlorite conversion, recycled water improvements and emergency flow management improvements.

The City also completed a Strategic Infrastructure Plan (SIP) to evaluate renovating the existing plant processes vs. investing in new treatment processes, followed by a peer review to evaluate the SIP’s conclusions. Council considered the outcomes of the SIP and peer review in May 2011 and again at the February 10, 2012 Strategic Planning Workshop. At the Workshop, the direction from Council was to forego the renovation option and proceed with developing a plan that consisted of reconstructing the plant with new treatment processes. The direction also included moving forward with consultant procurement processes related to master planning, primary treatment design and program management. In May 2013, Carollo Engineers was selected to perform services related to master planning and primary treatment facility design (RTC No. 13-108) and in March 2014, CDM Smith was selected to perform program management services for the reconstruction of the WPCP (RTC No. 14-0264). Two Council Study Sessions have been held to update Council on the status of the Master Plan and Primary Treatment Facility and those were held on June 24, 2014, and August 25, 2015.

The Primary Treatment Facility project is underway and milestones completed to date include: May 5, 2015, City Council adopted the Mitigated Negative Declaration; May 17, 2016, City Council approved the construction award to Anderson Pacific Engineering Construction, Inc.; and a groundbreaking ceremony was held July 11, 2016.

### **EXISTING POLICY**

#### **General Plan, Chapter 7 *Environmental Management***

**Policy Goal EM-7:** Continue to operate and maintain the Water Pollution Control Plant, using cost effective methods, so that all sewage and industrial wastes generated within the City receive sufficient treatment to meet the effluent discharge and receiving water standards of regulatory agencies.

**Policy EM-7.1:** Monitor water pollution control plant operations and maintenance to meet regulatory standards.

**Policy EM-7.4:** Produce quality recycled water and seek to maximize the use of this resource.

#### **General Plan, Chapter 6 *Safety and Noise***

**Policy SN-1.2:** Take measures to protect life and property from the effects of a 1 percent (100 year) flood.

**Policy SN-1.4:** Monitor and plan for hydraulic changes due to global warming, earthquakes, and/or subsidence.

### **ENVIRONMENTAL REVIEW**

In June 2015, Environmental Science Associates (ESA) prepared a Notice of Preparation for the WPCP Programmatic Environmental Impact Report (PEIR) for the Master Plan that is consistent with California Environmental Quality Act (CEQA) Guidelines Section 15168. A PEIR is an EIR which may

be prepared on a series of actions that can be characterized as one large project and are related (e.g. geographically, or as individual activities carried out under the same authority). The City action that the PEIR addresses is approval of the WPCP Master Plan. The PEIR evaluated the environmental effects of construction and operation of the Master Plan. In the future, when the City considers whether and how to proceed with a particular facility or action identified in the Master Plan, the PEIR can be used to simplify future CEQA review and documentation for that facility or action.

A summary of the milestones for the proposed PEIR are as follows:

Milestone	Dates
Notice of Preparation (30-day public comment period)	June 15, 2015 - July 15, 2015
PEIR Scoping Meeting	June 24, 2015
Notice of Availability of Draft PEIR (45-day public review period)	February 29, 2016 - April 14, 2016
Public Meeting to Discuss Environmental Effects Identified in the Draft PEIR	March 17, 2016
Final PEIR containing written responses to comments on Draft PEIR (minimum 10 day review period)	July 13, 2016 - July 23, 2016
City Council Public Hearing (Certification of PEIR)	August 23, 2016

A Draft PEIR for the Master Plan was prepared and circulated for public review from February 29, 2016 to April 14, 2016. The Final PEIR, which includes the comprehensive Draft PEIR ( <http://www.sunnyvalecleanwater.com/documents/master-plan/Sunnyvale-WPCP-Master-Plan-Program-DEIR.pdf> ), the Mitigation Monitoring and Reporting Program (Attachment 3) and the responses to comments (Attachment 4), is presented today for Council certification.

## **DISCUSSION**

### **Programmatic Environmental Impact Report**

In order to finalize the Master Plan, a PEIR was completed. This PEIR can be used as a basis for the environmental review of all future capital projects constructed under the SCWP at the WPCP. The Master Plan includes a variety of future projects that may be constructed throughout the approximately 16.6-acre main plant and 440 acres of oxidation ponds. The PEIR for this project has been prepared in conformance with CEQA and the regulations and policies of the City. The purpose of this PEIR is to provide objective information regarding the environmental consequences of the proposed project to the public, as well as to the decision-makers who will be reviewing and considering future projects.

Through extensive analysis and review, the environmental sub-consultant, ESA, determined that implementation of the Master Plan could displace birds; result in loss of or damage to wildlife and plant habitat, trees, and wetlands; affect cultural resources; alter local hydrology and water quality; alter the visual character of the shoreline area; and generate truck traffic, noise, and dust and exhaust emissions. Some Master Plan projects could also support population growth and result in

secondary environmental effects of that growth. The PEIR identified mitigation measures to reduce these environmental impacts. The measures would reduce impacts related to fish, salt marsh harvest mice, western pond turtles, burrowing owls and other birds; wetland habitat and trees; cultural and visual resources; and construction noise, traffic, and dust/exhaust emissions. Most of the environmental effects would be reduced to a less than significant level with the mitigation measures; however, some construction emissions, effects on wildlife, and secondary effects of growth could not be fully mitigated. Attachment 3 contains the Mitigation Monitoring and Reporting Program established for the SCWP.

In addition to the mitigation measures identified, permits or approvals from other agencies are anticipated to be necessary. Potential permitting agencies include: U.S. Army Corps of Engineers, Regional Water Quality Control Board, San Francisco Bay Conservation and Development Commission, and California Department of Fish and Wildlife. Permit applications with these agencies would be submitted as required for Master Plan projects.

The City is also partnering with the Santa Clara Valley Water District (District) on a potential variation of the Master Plan that includes Water Purification Facilities (WPF) to increase the production and distribution of recycled water in Sunnyvale and other parts of Santa Clara County. The primary purpose of the WPF is to augment groundwater levels in the Santa Clara Valley. The WPF would include construction and operation of advanced water purification facilities at the WPCP, many of which could be constructed in place of treatment facilities currently identified in the Master Plan. The WPF would produce purified water that the District would use to recharge groundwater via existing recharge basins and proposed injection wells. The City and District would repurpose existing pipelines or construct new pipelines to convey the purified water from the WPCP to recharge basins and injection wells to be located several miles south of the WPCP. The City and District continue to work together on these concepts and the certification of this PEIR and approval of the Master Plan, including the variant, would allow this partnership to continue. Any future decisions or actions regarding the implementation of the variant WPF would be brought to Council for consideration.

During the public comment period, staff received a total of approximately 68 written comments from three state agencies, five regional and local agencies and three organizations and individuals. None of the comments identified any new or substantially more adverse environmental effects than had been identified and evaluated in the PEIR. ESA prepared responses to all the written comments (Attachment 4).

***Statement of Overriding Considerations*** Activities contemplated by the Master Plan will have significant unavoidable impacts on air quality (construction emissions) and biological resources (ruddy duck habitat) and will induce growth in the WPCP service area that will have significant secondary physical impacts. Because the above impacts cannot be mitigated to a less-than-significant level, the City Council must adopt a Statement of Overriding Considerations in order to approve the Master Plan (Exhibit A of Attachment 1 (Resolution)).

### **Master Plan**

Utilizing the concepts from the SIP as a starting point, the Master Plan took them a step further by analyzing and finalizing strategic decisions on future flows, loads, processes, operations and developed a series of projects creating the SCWP. The Master Plan defines the required plant improvements, including rehabilitation of existing facilities and/or installation of new or replacement technologies. The most significant challenge facing the plant today is the failing infrastructure and the

reliance on ponds for secondary (biological) treatment. Unlike most engineered treatment systems, temperature and other key parameters are not easily controlled in natural ponds, so treatment effectiveness is subject to seasonal variability. Because this variability will not be sufficient to meet future water quality requirements, a big component of the Master Plan revolved around determining a new process for secondary treatment. The Master Plan also developed a plan for improvements to the tertiary process, new administration and maintenance buildings, as well as plant wide electrical, communication, automation, and controls.

The Master Plan packages the many upgrades into discrete projects, identifies the main driver for each project, defines the scope and schedules the projects in a logical sequence. Included in the Master Plan (<http://www.sunnyvalecleanwater.com/wpcp-master-plan>) are estimates of the design costs, construction costs, projected operations and maintenance costs, schedules and the anticipated regulatory permits which will be required to execute each project. The Master Plan results in a comprehensive capital improvement program (CIP) for the WPCP detailing the steps necessary to carry out the SCWP over the next 30+ years. Some of the various components that were developed and comprise the Master Plan are identified below.

#### Site Planning

One of the first items of work under the Master Plan was to begin identifying existing site conditions by developing existing utility drawings, performing a field survey and preparing a soils report. As is the case with many facilities over 60-years old that have been built in phases, a compiled set of accurate documents are difficult to find. However, compiled information is invaluable for planning, design and construction. The consultant worked with the WPCP staff to obtain all the hard copies of past record drawings sets that could be found and compiled them into one set of computerized drawings. The consultant also worked with WPCP staff that had extensive knowledge of the site to validate existing drawings and field conditions. The consultant performed some potholing to locate and identify utilities that did not show up on drawings, but staff knew were on site. The result was a very useful set of compiled utility drawings that will assist designers and contractors on SCWP projects.

As part of the site planning effort the consultant performed a field survey of the WPCP site to document property lines, easements, jurisdictional boundaries, topography and established horizontal and vertical control at the site. The consultant also performed underground soils investigations to document existing conditions as well as test for any potential contamination. This information will be the basis of all future design work and will assure that the various designs are moving forward with consistent information.

#### Technical Memorandums

Technical memorandums (TMs) have been developed under the Master Plan to review the various components and processes of the WPCP. The TM's provided the necessary background, analysis, alternatives and justification to thoroughly review a specific subject area and ultimately provides a final recommendation, cost and schedule for implementation.

The Master Plan began by validating the assumptions from the SIP including determining the flows and loads the site could handle at ultimate build out. TM's were developed to drill down and identify specific site layouts, treatment process technologies, support facility configurations, gas management systems, utilities and design standards that will be used as the plan is executed. For each issue, the master planning consultant developed several alternatives and presented the pros and cons in a

series of formal workshops with the City which was also attended by process experts from the design and program management teams. The key findings and recommendations developed are documented in the technical memoranda. All TM reports were independently reviewed and validated by the program management consultant.

### Site Layout

As the TM's were finalized and process selections were made the consultant started to lay out the space needs for each component to see how it would fit on the site. The two biggest constraints were working on a confined site with little room for expansion and working around existing facilities at an operating treatment plant. The primaries and secondary's are the two processes that take up the most footprint and proved to govern the ultimate site configuration. It was during the site layout process that the concept to fill in the drainage ditch on the southeast side of the plant was developed which created more space for new processes as well as accessibility related to fire requirements. The proposed site layout (Attachment 5) takes into consideration the major process tanks needed for the planned build-out flows (2040±) as well as the related support facilities.

The biggest decision that significantly impacted space needs was the selection of a preferred secondary treatment approach. As a result of subsequent evaluations completed as part of the Secondary TM, Conventional Activated Sludge (CAS) and Membrane Bioreactor (MBR) were the recommended secondary process alternatives. Based on a cost comparison of these two alternatives, CAS is the preferred alternative. However, due to potential opportunities to partner on future groundwater recharge and water reuse projects, which would involve outside funding for the MBR facilities, the City requested that the site layout evaluations include provisions to accommodate both secondary process alternatives.

### Primary Treatment

Although the Primary Treatment Facility Project was allowed to move forward on a separate path because it was replacing an existing function at the WPCP, it still played a big role in the development of the SCWP. Due to the condition of the existing primaries it became a high priority to streamline the start of construction. The design of the Primary Treatment Facility was performed by Carollo Engineers and is consistent with the overall intent of the Master Plan documents. The primary treatment facility will be constructed in three separate packages: Package 1 will clear the proposed site, resolve any utility conflicts, fill in the drainage ditch, preload the site so it settles prior to construction and grade the site for Package 2; Package 2 will build a new primary treatment facility and commission the facility so that it is running efficiently and meeting regulatory compliance; and, Package 3 will involve landscaping the perimeter of the site that is visible to public.

### Secondary Treatment

Currently the WPCP relies on natural ponds for secondary treatment. Since temperature and other key parameters are not easily controlled in natural ponds, treatment effectiveness is subject to seasonal variability. This variability will not be sufficient to meet future water quality requirements. To solve this challenge while maximizing the benefit of existing infrastructure, the Master Plan centers on a split flow concept: most flow will be treated in new conventional activated sludge (CAS) facilities, and the existing pond facilities will help during peak flow periods as well as periods of high flow related to rain. Under the split flow concept only a portion of CAS process will be constructed during the initial phases of the SCWP and the remainder can be constructed at a later date.

The Split Flow CAS alternative offers significant benefits in terms of flexibility and cash flow over the

Full Treatment CAS alternative. Due to uncertainties in future populations, flows to the WPCP, load projections, regulatory requirements and advancements in technology it is difficult to predict the type of treatment or the size of the process that may be required in the future. Under the split flow concept the City has the ability to defer expenditures and wait until a later time to make a final decision. The SCWP currently has the future CAS facilities programmed for design and construction beyond 2030.

In addition to split flow CAS, the City is in discussions with local water agencies on potential groundwater recharge and reuse options for their effluent. Some of these concepts utilize MBR while others utilize off site advanced treatment of CAS effluent. During master planning, the consultants analyzed the CAS option vs. MBR however, the project costs of the CAS alternative are significantly less expensive than the MBR alternative. The annual costs of the MBR alternative are about 60% more expensive than the CAS alternative due to the higher maintenance, power, equipment replacement and chemical costs. The main driver to implement an MBR facility would be the need to provide high quality effluent for groundwater recharge and reuse.

### Tertiary Treatment

Tertiary treatment consists of the filtration and disinfection of the flows coming from secondary treatment. Filtration of the effluent for Bay discharge and recycle water production is performed utilizing four dual media filters. Three of the existing dual media filters were built in 1975. A fourth filter was added in 1980. For disinfection, the City currently operates four chlorine contact tanks using gaseous chlorine as the primary disinfectant. The City is currently in the process of converting the gaseous chlorine system to a liquid sodium hypochlorite system.

The City also engaged Hydrosience Engineers and Kennedy Jenks Consultants to conduct a Feasibility Study for Recycled Water Expansion, which was completed in April 2013. The Feasibility Study evaluated the demands from new recycled water clients in the City's service area, provided additional recommendations for addressing recycled water quality concerns, and identified a potential increase in recycle water demands.

The existing tertiary control building will be demolished and a new building with updated electrical equipment, instrumentation, and controls will be constructed. With some repairs, the existing dual media filters and chlorine contact tank facilities are expected to continue working into the 2030s. The chlorine contact tanks, built in 1978, may eventually be replaced with ultraviolet (UV) disinfection. Depending on the timing of future effluent limits and increasing demand for recycled water, the existing filters may also ultimately be replaced with more sophisticated equipment. Additionally, further tertiary treatment (i.e. ozone disinfection and filter backwash storage) may be needed depending on future regulations.

During the master planning process, water agencies have expressed interest in evaluating use of the City's effluent for groundwater recharge and reuse. Depending on the outcome of the discussions with other water agencies, the recommendations for the disinfection process would be reevaluated and potentially modified.

### Utilities

The existing WPCP receives power from PG&E. The current switchgear service to the plant utilizes simple radial feeds with no redundancy. The future electrical distribution of the WPCP will be constructed in a loop system to provide the complete plant load on both sides of the switchgear thereby creating redundancy in the case of partial failure. Each circuit breaker will have the ability to



serve the complete loop. The loop system will be more reliable with its redundancy.

When the new facility is operational, the plant power load will increase significantly and a more reliable standby power arrangement will be needed as well as a redundant power distribution system within the plant. The existing electrical infrastructure is not well suited to accommodate the increased loads and redundancy needed for the new plant.

The WPCP is in a unique position given that it is nearly 100% electricity neutral due to the Power Generation Facility (PGF). The current PGF utilizes digester gas, landfill gas, and air blended natural gas. The facility has two Caterpillar engines that have been in operation since 1996. The units are aging and are unable to run at their optimal performance due to air quality considerations. The units operate in parallel with PG&E normally, but they can also be configured to operate as standby power for the plant. During utility outages, the PGF can operate in island mode but the operation is unstable. The PGF has been estimated to have a useful remaining life of approximately 10 years.

Currently, the plant does not have standby power capabilities, but it will be included in the upcoming Primary Treatment Facility project. Standby power will be provided for “normal standby loads” which includes continuous operation to maintain the process for minimum treatment of influent. The use of a PGF (with no backup) is not considered a reliable source of standby power.

As part of the Primary Treatment Facility project two standby generators in separate outdoor walk-in enclosures will be installed. The two generators will be sized for loads expected up until 2035. A third generator could be added later if further plant modifications are made. The sizes of these generators will be 2000 kW each based on a CAS secondary treatment process.

#### Automation and Control Strategies

The WPCP currently has a semi-automated control system comprised of outdated equipment, unrelated manufacturers, and no unified interface for plant staff to monitor or control the process. Some of the controllers are networked together, but many are “islands” where none of the data is stored or shared. The contrasting hardware and software makes it difficult for the WPCP process facilities to operate at peak efficiency. Many valves are manually operated and meters are read and documented by staff. This, in no small part, dictates the need for a unified hardware and software approach.

Automation and controls equipment was rigorously reviewed and analyzed as part of the Master Plan and Primary Treatment Facility design. It is important to identify a particular system during the first project of the program because this system will lay the foundation for a unified plant-wide automation control system to allow plant staff to manage the process in a highly efficient manner. Automation and controls systems are going to be the backbone of the plant, so it is imperative to not only obtain a system that is reliable but one that is easy to understand, program, operate and maintain for WPCP staff. In the event systems fall off line, WPCP staff will be required to troubleshoot the issue and bring the system back up so regulatory compliance can be maintained. The WPCP was also looking for a system that was cost effective, not only the upfront capital cost, but the cost associated with future equipment installation, integration, programming, technical support, operations and maintenance.

The consultants and WPCP staff spent a lot of time analyzing different automation and controls systems as well as visiting with various local plants to learn more about the different types of options available. The end result was the recommendation that was brought before Council on May 5, 2015

(RTC No. 15-0245), and the decision was that the WPCP should standardize on Rockwell (Allen Bradley) programmable logic controllers (PLCs), motor control centers (MCCs), and human machine interface (HMI) software. Although this equipment is produced by one company, there are numerous suppliers for this brand so the City will be able to utilize competitive bid or proposal processes to obtain and install the equipment.

#### Administrative Building/Maintenance Building

The SCWP includes constructing a new administrative building and a new maintenance building because the existing facilities need to be relocated to accommodate future construction, are undersized for current demands and are outdated. The Master Plan includes a space needs assessment that evaluates existing staffing levels as well as space and determines what future facilities are required. This assessment has been focused on collecting information on space use and space needs for functions currently accommodated, as well as those that the City requires to meet future needs. Administration, Operations/Control, Maintenance, Laboratory, Compliance Inspection, and general staff support areas are included in this assessment.

Several workshops and meetings were held with the consultant to review current and future needs. Based on the information provided in the programming workshops, along with field observations of the existing space use and experience with similar facilities, an analysis was performed to determine whether the square footage of each space within a functional area was adequate, deficient or oversized.

The assessment has yielded substantial information about the current space use and projected space needs of the occupied functional areas at the WPCP. In general, the existing space is undersized for current space needs, functional areas are not located for optimal adjacencies or efficiency, and expansion space would only be available in temporary/portable buildings. The chart below shows existing and future net square footage.

Area/Space	Existing Area (Net SF)	Future Areas (Net SF)
Administration Area	5,132	7,860
Operations Area	1,986	1,775
Maintenance Area	5,050	5,620
Compliance Inspection	594	784
Laboratory	3,185	4,949

#### Basis of Design and Implementation Plan

Under the Master Plan and Primary Treatment Facility project, the City completed a wide range of planning activities, site investigations and technical documentation to help facilitate the renovation of the existing WPCP. The goal was to develop sufficient documentation to guide future design and construction activities at the WPCP in the most cost-effective and efficient manner.

The master planning effort identified a number of proposed improvements to the major process facilities at the WPCP. The consultant was able to establish individual projects to accomplish all the upgrades identified in the Master Plan and document them in various Basis of Design (BOD) documents. The purpose of the BOD documents are to capture all the important aspects of each individual project so that scopes of work can be quickly developed and the City can procure future

design consultants through the standardized RFP process. This will provide consultants with a more complete understanding of the major project elements, some of the history and documentation behind each project as well as the key design considerations. The BOD's are also the basis for the cost and schedule estimates that were prepared for the SCWP.

To help keep consistency amongst the numerous future projects that will be designed by various consultants, the master plan consultant also developed a series of design standards. Documentation was prepared to identify site specific discipline design standards to be utilized by design engineers and construction contractors for consistency in the implementation of future projects. This will help not only as equipment and utilities are physically tied in together over the course of the program but it will help WPCP staff with future operations and maintenance by keeping things consistent and efficient.

All of the proposed plant upgrades identified in the BODs were included in a capital improvement program (CIP) implementation plan, which will be reviewed annually and updated as part of the Capital budget cycle every two years. With assistance from the Program Management Consultant (PMC), the City will utilize the CIP to develop specific projects for implementation. It should be noted that CIP's developed for large programs that are built over many years like the SCWP have to be updated regularly and they are subject to change. Through the course of time many changes will take place with technology, equipment and regulatory requirements. As a result the CIP developed under this Master Plan will also need to be modified as necessary to incorporate these changes and keep up with current wastewater practices.

#### Program Schedule

The CIP developed for the Master Plan identifies the capital projects required at the WPCP over the planning period through 2040±, but also identifies projects that would be more likely implemented beyond 2040± due to regulatory and growth uncertainties. The CIP project list was developed to respond to one of the following planning drivers: (1) rehabilitation and repair (R&R), (2) regulatory requirements, (3) improved performance/economic benefit, (4) increased flows and loads and (5) policy decision. In developing the overall implementation schedule for the WPCP, five major phases of improvements were identified. The project drivers define not only the need for the project, but also implementation timing. The implementation timing, together with the estimated project duration, assigns each project a start and completion date. The estimate of a project's duration is comprised of 1) a planning and design component, and 2) a construction/startup component.

As discussed above, the overall implementation schedule for each of the listed CIP projects was developed for the WPCP utilizing the five major phases of improvements identified as follows with anticipated completion dates shown in parentheses:

- Phase 1 - Headworks/Primary Sedimentation Tanks/Existing WPCP Rehabilitation (2020)
- Phase 2 - Stage 1 of Activated Sludge Secondary Treatment Improvements/Administrations & Maintenance Buildings (2025)
- Phase 3 - Process Support Facilities Upgrades (2030)
- Phase 4 - Stage 2 of Activated Sludge Secondary Treatment Improvements (2035)
- Phase 5 - Tertiary Treatment Upgrades (2042)

Implementation constraints (constructability, staff impacts, cash flow, etc.) were then identified as part of developing the overall project timing. More details regarding the schedule can be found in the

CAS CIP Implementation TM that is part of the Master Plan documents.

#### Basis of Cost

The cost estimates presented in the Master Plan were developed using multiple methods and sources of information. Where available, quotes from equipment vendors were used in conjunction with preliminary quantity takeoffs to create a construction cost estimate. Construction costs are escalated to the approximate midpoint of project construction in order to get a better representation of future costs at time of construction. Subsequently, overall program related costs to the City, such as engineering, legal, administrative, project contingencies, and construction management costs, are added to the construction costs to arrive at total project costs.

The project cost estimated for each of the CIP projects will typically not be expended in equal annual amounts over the project duration. Instead, the annual expenditure will typically be lower during the initial planning and design phases of the project, and then ramp up significantly during the construction phase of the project.

As described in the Program Schedule component above, the project costs have been broken down into the 5 phases noted above.

Three Master Plan CAS Fiscal Scenarios have been established for the total program costs based on possible future outcomes, see Attachment 6. These scenarios were presented to Council during the August 25, 2015, study session. Phases 1-3 in each one of the scenarios are the same and account for approximately \$456 million dollars, however Phases 4-5 vary significantly because of uncertainties related to future regulatory changes, population growth, flows, loads and technology. Due to all of these variables there is a level of uncertainty regarding what specific projects will need to be built in Phases 4-5. This dollar amount for Phases 4-5 ranged from approximately \$560 million in Scenario 1 (worst case scenario based on constructing all projects contemplated) to approximately \$250 million in Scenario 3 (construct some of the projects contemplated). During the analysis there were two key decision points that lead the Master Plan team to select Scenario 3.

The first of those points is that the team did not want to assume a worst case scenario and collect more money in rates than what was needed for the SCWP. The second is that as discussed under the Basis of Design and Implementation Plan section of this report, through the City's Capital Budget Process which takes place every two years, staff will have the ability to continually monitor the implementation plan and make adjustments to add or remove projects as necessary. If there are significant changes that affect the assumptions of the original plan then they can be reviewed and adjusted as necessary. This should provide enough time to evaluate the financial plan and take the necessary steps to make adjustments.

Phases 4 and 5 from Scenario 3 include building out the remaining CAS under the Split Flow option as well as the primary effluent diurnal equalization and emergency storage, however these systems will not be as complete as Scenario 1 and 2 (1 basin and 2 secondary clarifiers vs. 2 basins and 3 secondary clarifiers; emergency storage of 1 day vs. 3). Scenario 3 would improve on the current tertiary system by adding filter backwash storage and UV disinfection. An additional stage of the new thickening and dewatering facility would also be constructed during Phase 4 and 5. With the proposed build out for Phase 4 and 5 for Scenario 3, the existing Fixed Growth Reactor (FGR) and FGR pump station would also be demolished.

The recommended financial planning approach is to move forward with Scenario 3 which assumes that Phases 4 and 5 will not occur within the first 20 years of the planning period. As noted above, Phases 1-3 are the same and allow for additional facilities to be built or included in the future phases due to regulatory, flows and loads, or other unforeseen requirements.

### **FISCAL IMPACT**

There is no fiscal impact with the adoption of the Programmatic Environmental Impact Report. Budget for the project is included in the Wastewater Management Fund long-term financial plan. The plan includes annual debt service associated with the project that was based on a lower total project cost. However, the City has been approved to receive State Revolving Funds for the first \$140 million at a much lower interest rate than traditional debt. Therefore, staff anticipates that the savings from this development, as well as a longer period of time to complete the project than anticipated, will allow the financial plan to absorb the total project cost within the projected rates. As staff updates the long-term financial plans annually, the most current financing and project cost information will be included in the FY 2017/18 Wastewater Management Fund long-term financial plan.

### **PUBLIC CONTACT**

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

A Notice of Availability was advertised in the local newspaper that the Draft Programmatic Environmental Impact Report (PEIR) was available for public review and posted at the County Recorder's office, mailed to the appropriate agencies and neighborhood groups including the County of Santa Clara, the California State Clearinghouse, and the Regional Water Quality Control Board on February 29, 2016. Copies were placed at the Sunnyvale library, the One-Stop Permit center and the Community Center. Notices of availability were mailed to adjacent property owners. During the 45-day review period that followed, members of the public and other agencies could submit written comments on the Draft PEIR. The public review period and comment period closed on April 14, 2016.

Three letters were received from state agencies, five letters were received from regional and local agencies, and six letters were received from organizations or individuals during the review period. The comments and recommendations received on the Draft EIR are included in the Final PEIR.

### **ALTERNATIVES**

1. Adopt the Resolution to Make the Findings Required by CEQA, Adopt a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program, and Certify the Programmatic Environmental Impact Report for the Water Pollution Control Plant Master Plan for the Sunnyvale Clean Water Program and adopt the Master Plan (Attachment 1 to the report).
2. Do not the Resolution to Make the Findings Required by CEQA, Adopt a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program, certify the Programmatic Environmental Impact Report and Mitigation Monitoring and Reporting Program for the Water Pollution Control Plant Master Plan for the Sunnyvale Clean Water Program and adopt the Master Plan.
3. Adopt the Resolution to Make the Findings Required by CEQA, Adopt a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program, and Certify the Programmatic Environmental Impact Report for the Water Pollution Control Plant Master Plan for

- the Sunnyvale Clean Water Program, but modify the Resolution to not adopt the Master Plan.
4. Direct staff to proceed with a different alternative.

**RECOMMENDATION**

Alternative 1: Adopt the Resolution to Make the Findings Required by CEQA, Adopt a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program, and Certify the Programmatic Environmental Impact Report for the Water Pollution Control Plant Master Plan for the Sunnyvale Clean Water Program, and adopt the Master Plan (Attachment 1 to the report).

The Water Pollution Control Plant is a significant asset to the City and provides an important and necessary service to the Sunnyvale residents. Over the past three years staff has been working with several consultants to develop strategic plans for replacing WPCP infrastructure. These services and the overall plan for renovating the WPCP have been shared with the public and Council at several outreach meetings and Study Sessions. The Master Plan represents a viable and realistic plan for renovating the facilities so they can continue to provide long lasting services for residents and through potential partnerships with other agencies provide future drought proof resources to the entire community.

Prepared by: Allie Hood, Senior Civil Engineer

Craig M. Mobeck, Assistant Director of Public Works

Reviewed by: John Stufflebean, Director of Environmental Services

Reviewed by: Manuel Pineda, Director of Public Works

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Kent Steffens, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution
2. Master Plan Executive Summary
3. Mitigation Monitoring and Reporting Program
4. Final PEIR: Responses to Comment Letters
5. Site Layout
6. Master Plan CAS Fiscal Scenarios

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE CERTIFYING THE ENVIRONMENTAL  
IMPACT REPORT, MAKING FINDINGS REQUIRED BY  
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,  
ADOPTING THE MITIGATION AND MONITORING  
REPORTING PROGRAM, AND STATING OVERRIDING  
CONSIDERATIONS IN THE APPROVAL OF THE  
SUNNYVALE WATER POLLUTION CONTROL PLANT  
MASTER PLAN**

WHEREAS, the California Environmental Quality Act (Public Resources Code Sections 21000 *et seq.*), ("CEQA") and the Guidelines for Implementation of the California Environmental Quality Act (14 California Code of Regulations, Sections 15000 *et seq.*) (the "CEQA Guidelines") requires local agencies to consider environmental consequences of projects for which they have discretionary authority; and

WHEREAS, a Draft Program Environmental Impact Report ("DPEIR") and Final Program Environmental Impact Report ("FPEIR", collectively, the "PEIR") has been prepared for and by the City of Sunnyvale for the Sunnyvale Water Pollution Control Plant Master Plan ("the Project") pursuant to CEQA and the CEQA Guidelines; and

WHEREAS, the PEIR addresses the environmental impacts of the Project, which is further described in Sections VI of Exhibit A attached hereto; and

WHEREAS, in conformance with CEQA, the City has issued notices, held public hearings, and taken other actions as described in Section IV of Exhibit A attached hereto; and

WHEREAS, the PEIR is incorporated by this reference in this Resolution, and consists of those documents referenced in Section IV of Exhibit A attached hereto; and

WHEREAS, a public hearing was held by the City Council on August 23, 2016, regarding the Project and the PEIR, following notice duly and regularly given as required by law, and all interested persons expressing a desire to comment thereon or object thereto were heard, and the PEIR was considered; and

WHEREAS, by this resolution, the City Council, as the lead agency under CEQA for preparing the PEIR and the entity responsible for approving the Project, desires to comply with the requirements of CEQA and the CEQA Guidelines for consideration, certification, and use of the PEIR in connection with the approval of the Project.

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

1. The City Council hereby finds and certifies that the PEIR has been completed in compliance with CEQA and the CEQA Guidelines; that the PEIR adequately addresses the environmental issues of the Project; that the PEIR was presented to the City Council; that the City Council has reviewed and considered the information contained in the PEIR prior to approving the Project; and that the PEIR reflects the independent judgment and analysis of the City Council.
2. The City Council hereby identifies the significant effects, adopts the mitigation measures, adopts the Mitigation Monitoring and Reporting Program to be implemented for each mitigation measure, makes the findings, and adopts a statement of overriding considerations set forth in detail in the attached Exhibit A, which is incorporated in this Resolution by this reference. The statements, findings and determinations set forth in Exhibit A are based on the above certified PEIR and other information available to the City Council, and are made in compliance with Sections 15091, 15092, 15093, and 15096 of the CEQA Guidelines and Sections 21081 and 21081.6 of CEQA.
3. The City Council hereby finds the Master Plan consistent with the City's General Plan and approves and adopts the Master Plan.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



## **EXHIBIT A**

### **CITY OF SUNNYVALE**

#### **SUNNYVALE WATER POLLUTION CONTROL PLANT MASTER PLAN**

#### **SIGNIFICANT ENVIRONMENTAL EFFECTS, FINDINGS OF FACT, MITIGATION MEASURES, MONITORING PROGRAM, AND STATEMENT OF OVERRIDING CONSIDERATIONS**

##### **I. PURPOSE OF THE FINDINGS**

The purpose of these findings is to satisfy the requirement of Public Resources Code Section 21000, *et seq.*, and Sections 15091, 15092, 15093 and 15097 of the CEQA Guidelines, 14 Cal. Code Regs. Sections 15000, *et seq.*, associated with approval of the Sunnyvale Water Pollution Control Plan Master Plan (the "Project"). These findings provide the written analysis and conclusions of the City Council regarding the Sunnyvale Water Pollution Control Plant Master Plan. They are divided into general sections, each of which is further divided into subsections. Each addresses a particular impact topic and/or requirement of law. At times, these findings refer to materials in the administrative record, which is available for review in the City's Department of Public Works.

##### **II. PROJECT OBJECTIVES**

As noted in the Draft Program Environmental Impact Report for the Project, the City established overall planning objectives for the WPCP Master Plan in 2013. These planning objectives include:

- Develop process improvements to meet current and foreseeable water quality, biosolids, and air quality requirements.
- Identify process improvements that are cost effective, incorporate innovative solutions and technologies, and promote City goals to maximize water recycling opportunities.
- Provide the WPCP with a more reliable power supply through renewable energy generation that provides means to meet future heat and power demands.
- Maximize the use of available space, enhance safety through improved traffic circulation and access, and improve public access to the WPCP while ensuring site security.
- Maintain wastewater operations to meet regulatory standards during the course of implementing the Master Plan improvements.
- Provide flexibility in responding to financial and regulatory uncertainty.
- Maximize the useful life of the existing WPCP facilities in a manner that minimizes rate impacts while maintaining regulatory compliance.
- Incorporate a level of redundancy which provides operations and maintenance flexibility to deal with planned and unplanned process downtime.

- In partnership with other agencies, protect the WPCP from flooding and risks associated with sea level rise.
- Minimize life-cycle costs (capital and operation and maintenance) to City rate payers.

### **III. PROJECT DESCRIPTION**

In the Draft Environmental Impact Report (EIR) for the Sunnyvale Water Pollution Control Plant (WPCP or Plant) Master Plan (Master Plan), the City proposes to approve the *Sunnyvale Water Pollution Control Plant Master Plan* for the Donald M. Somers Water Pollution Control Plant. The proposed Master Plan will serve as a long-term guide for upgrading and replacing the WPCP's facilities and operations. The purpose of the Master Plan is to ensure that the WPCP can meet changing regulations, treat existing and projected wastewater flows reliably and cost-effectively, and increase recycled water production. The Master Plan yielded a preferred site plan and a series of capital improvement projects, including replacement of existing and construction of new facilities, to be phased in over the next 20 or more years at and near the WPCP. Many of the existing buildings and processes at the WPCP site would be decommissioned and replaced with new buildings and processes. Improvements planned outside of the main plant area include construction of basins and tanks for emergency water storage and relocation of Bay Trail access to Caribbean Drive. The Master Plan would be implemented at and near the Sunnyvale WPCP, 1444 Borregas Avenue, Sunnyvale CA.

### **IV. THE CEQA PROCESS**

A draft and a final Program Environmental Impact Report (collectively, the "PEIR") has been prepared for and by the City in accordance with the California Environmental Quality Act ("CEQA", Public Resources Code Sec 21000 *et seq.*), and the State CEQA Guidelines (14 Cal. Code of Regulations, Sections 15000 *et seq.*) in connection with the Project. The PEIR for the Project consists of the following:

- A. Draft Program Environmental Impact Report ("DPEIR"), issued February 2016;
- B. All appendices to the DPEIR;
- C. Final Program Environmental Impact Report ("FPEIR"), dated July 2016, containing all written comments and responses on the DPEIR, refinements and clarifications to the DPEIR, the mitigation monitoring and reporting program; and
- D. All of the comments and staff responses entered into the record orally and in writing, as well as accompanying technical memoranda or evidence entered into the record.

In conformance with CEQA, the City has taken the following actions in relation to the PEIR:

- A. On June 15, 2015, a Notice of Preparation (NOP) was distributed to appropriate agencies and parties for the purpose of obtaining written comments from the agencies and parties regarding the scope and content of environmental information and analysis which they wanted addressed in the PEIR.

- B. On June 24, 2015, the City held two scoping meetings with interested parties for the purpose of receiving comments on the scope of the PEIR.
- C. A Draft Program Environmental Impact Report (DPEIR) was prepared for the Project and was circulated for public review and comment from February 29, 2016 through April 14, 2016. The DPEIR was submitted to the State Clearinghouse for review on February 26, 2016 (State Clearinghouse No. 2015062037). On February 29, 2016, notice of the availability of the DPEIR was provided to appropriate agencies and the general public via a Notice of Completion sent to the State Clearinghouse and via mailed notice to all interested parties, and listed in the legal advertisements in the San Jose Mercury News on February 29, 2016, and the Sunnyvale Sun on March 4, 2016.
- D. On April 14, 2016, all comments received on the PEIR during the public comment period were responded to and included in a Final PEIR, made available for public review on July 12, 2016.
- E. Pursuant to CEQA Guidelines §15088(b), a written response was provided to each public agency on comments made by that public agency at least 10 days prior to the date of this certification.
- F. The Project and the PEIR came before the City Council on August 23, 2016 at a duly and properly noticed public hearing. On this date, the City Council adopted the following findings, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations.

## **V. FINDINGS ARE DETERMINATIVE**

The City Council certifies that the PEIR has been completed in compliance with CEQA and that it was presented to, and reviewed and considered by, the City Council prior to acting on the Project. In so certifying, the City Council recognizes that there may be differences in and among the different sources of information and opinions offered in the documents and testimony that make up the PEIR and the administrative record; that experts disagree; and that the City Council must base its decision and these findings on the substantial evidence in the record that it finds most compelling. Therefore, by these findings, the City Council ratifies, clarifies, and/or makes insignificant modifications to the PEIR and resolves that these findings shall control and are determinative of the significant impacts of the Project.

The mitigation measures proposed in the PEIR are adopted in this Exhibit A, substantially in the form proposed in the PEIR, with such clarifications and non-substantive modifications as the City Council has deemed appropriate to implement the mitigation measures. Further, the mitigation measures adopted in this Exhibit A are expressly incorporated into the Project pursuant to the adopted conditions of approval.

The findings and determinations in this Exhibit A are to be considered as an integrated whole and, whether or not any subdivision of this Exhibit A fails to cross-reference or incorporate by reference any other subdivision of this Exhibit A, that any finding or determination required or permitted to be made shall be deemed made if it appears in any portion of this document. All of

the text included in this document constitutes findings and determinations, whether or not any particular caption sentence or clause includes a statement to that effect.

Each finding herein is based on the entire record. The omission of any relevant fact from the summary discussions below is not an indication that a particular finding is not based in part on the omitted fact.

Many of the mitigation measures imposed or adopted pursuant to this Exhibit A to mitigate the environmental impacts identified in the administrative record may have the effect of mitigating multiple impacts (e.g., conditions imposed primarily to mitigate traffic impacts may also secondarily mitigate air quality impacts, etc.). The City Council has not attempted to exhaustively cross-reference all potential impacts mitigated by the imposition of a particular mitigation measure; however, such failure to cross-reference shall not be construed as a limitation on the potential scope or effect of any such mitigation measure.

Reference numbers to impacts, mitigation measures, and page numbers in the following sections are to the page numbers used in the PEIR, as specified.

## **VI. IMPACTS, MITIGATION MEASURES AND FINDINGS**

In conformance with Section 15091 of the State CEQA Guidelines, this section of the findings lists each significant environmental effect of the project listed in the PEIR; describes those mitigation measures recommended in the PEIR; and, as required by Section 15091(a), finds that either: the adopted mitigation measures have substantially lessened the significant effect; the adopted mitigation measures, though implemented, do not substantially lessen the significant effect; the mitigation measures cannot be adopted and implemented because they are the responsibility of another public agency; or that specific considerations make infeasible the mitigation measures identified in the PEIR.

All feasible mitigation measures listed below have been incorporated into the Mitigation Monitoring and Reporting Program ("MMRP"), further described in Section X, below. Compliance with the MMRP is a condition of approval of the Project, and the construction of the Project will incorporate all conditions contained in the MMRP.

### **1. Transportation**

**1.1 Impact.** The activities associated with the project would temporarily reduce roadway capacity and increase traffic delays on area roadways, which could conflict with applicable measures of effectiveness for the performance of the circulation system.

**Mitigation.** The project shall implement the following mitigation measures to reduce impacts related to construction traffic:

MM-TR-1a: As part of pre-construction submittals, the contractor(s) shall submit a truck route plan to the City of Sunnyvale Public Works Department for review and approval to help minimize impacts to adjacent roadways.

MM-TR-1b: The City contractor(s) shall prepare and implement a traffic control plan using the City's Temporary Traffic Control guidelines to reduce traffic impacts on the roadways at and near the work site, as well as to reduce potential traffic safety hazards and ensure adequate access for emergency responders. The City shall coordinate development and implementation of this plan with City departments (e.g., Emergency Services, Fire, Police, Transportation), as appropriate. To the extent applicable, the traffic control plan shall conform to the Caltrans' California Manual on Uniform Traffic Control Devices, Part 6 (Temporary Traffic Control; Caltrans, 2014). The traffic control plan shall include, but not be limited to, the following elements:

- Circulation and detour plans to minimize impacts on local road circulation during road and lane closures. Flaggers and/or signage shall be used to guide vehicles through and/or around the construction zone.
- Controlling and monitoring construction vehicle movement through the enforcement of standard construction specifications by onsite inspectors.
- Sufficient staging areas for trucks accessing construction zones to minimize disruption of access to adjacent public rights-of-way.
- Scheduling truck trips outside the peak morning and evening commute hours to the extent possible.
- Maintaining pedestrian and bicycle access and circulation during project construction where safe to do so. If construction activities encroach on bicycle routes or multi-use paths, advance warning signs (e.g., "Bicyclists Allowed Use of Full Lane" and/or "Share the Road") shall be posted that indicate the presence of such users.
- Identifying detours for bicycles and pedestrians, where applicable, in all areas affected by project construction.
- Implementing roadside safety protocols. Advance "Road Work Ahead" warning and speed control signs (including those informing drivers of State legislated double fines for speed infractions in a construction zone) shall be posted to reduce speeds and provide safe traffic flow through the work zone.
- Coordinating construction with administrators of police and fire stations (including all fire protection agencies), and recreational facility managers. Operators shall be notified in advance of the timing, location, and duration of construction activities and the locations of detours and lane closures, where applicable.
- Storing all equipment and materials in designated contractor staging areas on or adjacent to the worksite, such that traffic obstruction is minimized.

**Finding.** Implementation of the above PEIR mitigation measure will reduce impacts on the performance of the circulation system to **less than significant** levels.

**1.2 Impact.** The project would increase traffic safety hazards for vehicles, bicyclists, and pedestrians on public roadways due to roadway design features, incompatible uses, or project-related vehicle trips.

**Mitigation.** The project shall implement a Temporary Traffic Control Plan (Mitigation Measure MM-TR-1b) to reduce impacts related to traffic safety hazards.

**Finding.** Implementation of the above PEIR mitigation measure will reduce impacts related to traffic safety hazards to **less than significant** levels.

**1.3 Impact.** The project could result in inadequate emergency access.

**Mitigation.** The project shall implement a Temporary Traffic Control Plan (Mitigation Measure MM-TR-1b) to reduce impacts related to emergency access.

**Finding.** Implementation of the above PEIR mitigation measure will reduce impacts related to emergency access to **less than significant** levels.

**1.4 Impact.** Implementation of the Master Plan and WPF, in combination with other projects, could result in cumulative impacts related to transportation.

**Mitigation.** Prior to construction, the City's or District's respective contractor(s) shall develop a Coordinated Transportation Management Plan, and the City/District and its contractor(s) shall work with other projects' contractors and appropriate County and/or City departments (e.g., Emergency Services, Fire, Police, Transportation) as needed to prepare and implement a transportation management plan for roadways adjacent to and directly affected by the Master Plan improvements or the WPF, and to address the transportation impact of the overlapping construction projects within the vicinity of the Master Plan or the WPF in the region. The transportation management plan shall include, but not be limited to, the following requirements:

- Coordination of individual traffic control plans for the Master Plan or WPF with nearby projects.
- Coordination between the contractor and other project contractors in developing circulation and detour plans that include safety features (e.g., signage and flaggers). The circulation and detour plans shall address:
  - Full and partial roadways closures
  - Circulation and detour plans to include the use of signage and flagging to guide vehicles through and/or around the construction zone, as well as any temporary traffic control devices
  - Bicycle/Pedestrian detour plans, where applicable
  - Parking along public roadways

- Haul routes for construction trucks and staging areas for instances when multiple trucks arrive at the work sites
- Protocols for updating the transportation management plan to account for delays or changes in the schedules of individual projects.

**Finding.** Implementation of the above PEIR mitigation measure will reduce cumulative transportation impacts to **less than significant** levels.

## 2. Noise and Vibration

**2.1 Impact.** Demolition and construction associated with the implementation of the WPCP improvements would result in temporary increases in ambient noise levels in the WPCP vicinity above existing noise levels and could generate noise levels in excess of standards established in the City of Sunnyvale General Plan and Municipal Code.

**Mitigation.** For any Master Plan improvements involving construction activities at, or truck trips to or from, the WPCP between the hours of 6:00 p.m. and 7:00 a.m., the City will incorporate into the contract specifications required compliance with a Construction Noise Logistics Plan developed by the City or its contractor, which will specify hours of construction, identify noise and vibration minimization measures, require posting or notification of construction schedules and hours, and identify a designated noise disturbance coordinator who shall respond to noise complaints. The Plan shall include measures such as, but not limited to the following:

- Consistent with Section 16.08.030 of the Sunnyvale Municipal Code, all noise generating construction activities at the project site shall be limited to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday and between 8:00 a.m. and 5:00 p.m. on Saturdays as much as possible. There shall be no construction activity at the project site on Sundays and national holidays when city offices are closed. Any critical construction activities that will need to take place outside the hours stated above shall be completed as expeditiously as possible to reduce the duration of the impact. No extreme noise generating activities at the project site shall take place outside the hours listed above.
- Any onsite construction activities that will need to take place outside the above mentioned hours will need prior approval from the City.
- Signs shall be posted at the construction site that include construction days and hours, a day and evening contact number for the job site, and a day and evening contact number for the City or contractor in the event of problems.
- All construction vehicles and equipment, fixed and mobile, shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use

of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible)

- Construction staging areas shall be located as far as practicable from existing recreational uses so as to cause minimal disruption to these activities.
- Construction traffic to and from the project site shall be routed via designated truck routes that use freeways to the extent possible. Trucks shall not traverse through or adjacent to any residential areas, including along Lawrence Expressway, between the hours of 6:00 p.m. and 7:00 a.m. Preferred access to the site shall be from SR-237 through Caribbean Drive or North Mathilda Avenue.
- Prohibit unnecessary idling of internal combustion engines.

**Finding.** Implementation of the above PEIR mitigation measure will reduce noise and vibration impacts to **less than significant** levels.

#### 4. Air Quality

**3.1 Impact.** Implementation of the Master Plan would generate emissions that would conflict with the 2010 Clean Air Plan.

**Mitigation.** The project shall implement BAAQMD Basic Construction Measures (Mitigation Measure AQ-2a) and BAAQMD Additional Construction Mitigation Measures (Mitigation Measure AQ-2b) to reduce impacts related to consistency with the 2010 Clean Air Plan.

**Finding.** Construction of the Master Plan would generate emissions in excess of significance levels (described further below), conflicting with the primary goals of the 2010 Clean Air Plan. Implementation of Mitigation Measures AQ-2a and AQ-2b would reduce potential impacts primarily from fugitive dust and, to a lesser extent, from exhaust. While these measures would reduce construction impacts from fugitive dust to a less-than-significant level, they are not likely to reduce emissions from construction equipment exhaust to levels below significance. This impact would remain **significant and unavoidable**.

**3.2 Impact.** Construction activities associated with Master Plan improvements would generate emissions that could contribute to air quality violations.

**Mitigation.** The project shall implement the following mitigation measures to reduce impacts related to construction emissions:

MM-AQ-2a: The City shall implement the following applicable BAAQMD Basic Construction Mitigation Measures to reduce emissions of fugitive dust and equipment exhaust:



- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material offsite shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall 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]). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
- Post a publicly visible sign with the telephone number and person to contact at the City or City's contractor regarding dust complaints. This person shall respond and the contractor shall take corrective action within 48 hours.

MM-AQ-2b: The City shall implement the following applicable BAAQMD Additional Construction Mitigation Measures Recommended for Projects with Construction Emissions Above the Thresholds to further reduce emissions of fugitive dust and exhaust:

- All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.
- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
- Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.
- Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.

- The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.
- All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
- Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel.
- Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.
- Minimizing the idling time of diesel powered construction equipment to two minutes.
- The City shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NOx reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions include the use of newer model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available.
- All construction equipment, diesel trucks, and generators must be equipped with Best Available Control Technology for emission reductions of NOx and PM.
- All contractors must use equipment that meets CARB's most recent certification standard for off-road heavy duty diesel engines.

**Finding.** Construction of the Master Plan would generate emissions that could contribute to air quality violations. Implementation of Mitigation Measures AQ-2a and AQ-2b would reduce potential impacts for most, but not all, stages of construction. It cannot be substantiated that implementation of Mitigation Measures AQ-2a and AQ-2b would be adequate to reduce the associated impact. This impact would remain **significant and unavoidable**.

**3.3 Impact.** Implementation of the Master Plan would have a considerable contribution to cumulative air quality impacts in the region.

**Mitigation.** No mitigation was identified for the cumulative impact on air quality in the region.

**Finding.** Insufficient information is currently available about the nature of construction activities associated with some stages of Master Plan construction, and emissions of criteria pollutants during construction of these stages could be significant even with mitigation. Therefore, the Master Plan's construction emissions would be cumulatively considerable. This impact would remain **significant and unavoidable**.

## 5. Biological Resources

**4.1 Impact.** The Master Plan could result in the loss of or damage to special-status plants.

**Mitigation.** The project shall implement the following mitigation measures to reduce impacts special-status plants:

**MM-BIO-1a:**

- Within 2 years prior to initial ground disturbance for activities outside the main plant fenceline, the City will retain a qualified biologist, or require the contractor to retain a qualified biologist, to conduct protocol-level surveys for Congdon's tarplant in suitable habitat in, and within 50 feet of, the proposed construction footprint. These surveys will be conducted in accordance with the protocols established by the CDFW and CNPS, and shall coincide with the bloom period for the species (May through November).
- If Congdon's tarplant is present in the survey area, the City contractor will avoid impacts on individuals of this species to the extent feasible during implementation of the Master Plan.
- If Congdon's tarplant is present near the limits of disturbance, the City contractor will maintain a buffer free from construction-related activities around the tarplant occurrence; this buffer will be at least 50 feet if feasible, but large enough to avoid indirect impacts such as dust mobilization and alteration of hydrology. The City contractor shall demarcate the buffer in the field with orange fencing. No equipment or vehicles shall be permitted within the buffer area during construction.
- If 15 percent or more of the known population of Congdon's tarplant within five miles of the Master Plan area at the time of impact would be affected by the Master Plan, the City will provide compensatory mitigation. To compensate for loss of individual Congdon's tarplants, offsite habitat either occupied by the species or suitable for restoration to support the species and revegetated with this species (such as Sunnyvale Baylands Park) shall be preserved and managed in perpetuity at a minimum 1:1 mitigation ratio (at least one plant preserved for each plant affected). Seeds from the affected population shall be collected and used to seed the mitigation area.

**MM-BIO-1b:**

- The City will retain a qualified biologist, or require the contractor to retain a qualified biologist, to develop an Invasive Species Management Plan to reduce the presence and spread of non-native, invasive plant species in the Master Plan area. The Invasive Species Management Plan shall be developed prior to any grading or import of fill material outside of, or within 20 feet of the western and northern sections of the main

plant fenceline. Once a concrete flood wall is built around the facility, no invasive species management will be necessary for project activities within the main plant fenceline. The overarching goal of this mitigation is to halt the further expansion of existing invasive species and introduction of new invasives into sensitive habitats in project areas. The Invasive Species Management Plan shall include, but not be limited to, the following:

- Prior to construction outside of, or within 20 feet of the western and northern sections of, the main plant fenceline, the extent and locations of invasive species occurrences will be mapped within all areas proposed to be graded, including access roads and staging areas, and within all sensitive habitats (e.g., wetlands) across the project areas.
- Areas identified to have weed infestations shall be treated prior to ground disturbance according to weed control methods detailed below:
  - Weed control treatments shall include all legally permitted herbicide, manual, and mechanical methods approved for application. The application of herbicides shall be in compliance with all state and federal laws and regulations under the prescription of a Pest Control Advisor (PCA), where concurrence has been provided by the City of Sunnyvale, and implemented by a Licensed Qualified Applicator. Herbicides shall not be applied during or within 72 hours of a scheduled rain event. Where manual and/or mechanical methods are used, disposal of the plant debris will take place at an appropriate offsite location. The timing of the weed control treatment shall be determined for each plant species with the goal of controlling populations before they start producing seeds and/or encroach into adjacent areas from rhizomatous shoots. Consultation with a qualified wildlife biologist and plant ecologist shall be required prior to weed control treatments in sensitive habitats with the intent of avoiding any adverse impacts on special-status species in the area.
  - Surveying and monitoring for weed infestations shall occur over the course of any grading operations outside of, or within 20 feet of the western and northern sections of, the main plant fenceline. Treatment of all identified weed populations shall occur at a minimum of once annually.
  - Once grading ceases, invasive plant populations within all sensitive habitats (such as wetlands) that are not impacted, but that are within 200 feet of grading/construction areas located outside of or within 20 feet of the western and northern sections of the main plant fenceline, shall be mapped and the areal extent and location of invasive populations documented. Sensitive habitats include portions of the Sunnyvale West Channel, the Cargill Channel, Ponds 1 and 2, and SCVWD Pond A4. This shall occur on an annual basis for

a minimum of 3 years following grading operations.

- If, in any monitoring year, the size of existing populations within sensitive habitats expands by 20 percent or more in terms of surface area in comparison to the population size documented prior to construction, the weed control measures described above shall be implemented (inter-annual variation due to climate differences may account for as much as 10 percent of change).
- During construction activities located outside of or within 20 feet of the western and northern sections of the main plant fenceline, all seeds and straw materials used on site shall be weed-free rice straw, and all gravel and fill material shall be certified weed free.
- During construction activities located outside of or within 20 feet of the western and northern sections of the main plant fenceline, vehicles and all equipment shall be washed (including wheels, undercarriages, and bumpers) before entering the project areas adequately to ensure that weed seeds from other sites are not transported to these construction areas. Vehicles shall be cleaned at existing construction yards or legally operating car washes. In addition, tools such as chainsaws, hand clippers, pruners, etc., shall be washed before entering the work areas.

**Finding.** Implementation of the above PEIR mitigation measure will reduce impacts related to special-status plants to **less than significant** levels.

**4.2 Impact.** The Master Plan could result in the loss of or damage to special-status wildlife species.

**Mitigation.** The project shall implement the following mitigation measures to reduce impacts special-status wildlife:

MM-BIO-2a: The City will retain, or require the contractor to retain, a qualified biologist to conduct mandatory contractor/worker environmental awareness training for all construction personnel working on project activities outside of the main plant, including but not limited to Ponds 1 and 2, the diurnal equalization and emergency storage basins, channel levees, and the Bay Trail parking relocation area. The awareness training will be provided to all construction personnel to brief them on the potential for special-status species to occur on the site, the need to avoid effects to special-status species and their habitats, and all project mitigation measures pertaining to biological resources and water quality. If new construction personnel are added, the contractor will ensure that the personnel receive the mandatory training before starting work. A representative will be appointed during the employee education program to be the contact for any employee or contractor who might inadvertently kill or injure a special-status species or who finds a dead, injured, or entrapped individual. The representative's name and telephone number will be provided to the City prior to the initiation of construction activities outside of the main plant.

MM-BIO-2b: The following measures will be incorporated into the construction stormwater pollution prevention plan and implemented during construction of Master Plan improvements to avoid or minimize impacts on water quality:

- Earth-moving in areas draining directly to wetlands and aquatic habitats will not occur during days when rain is occurring or predicted to occur (i.e., greater than 40 percent chance) during the work period. This measure applies to all Project areas with potential to drain directly to wetlands or aquatic habitats, particularly in or adjacent to the Southeast Channel, the Sunnyvale West Channel, the Cargill Channel, Ponds 1 and 2, and SCVWD Pond A4.
- All permit conditions, legal requirements, and appropriate dredging and engineering practices shall be followed to avoid and minimize water quality impacts associated with Master Plan activities. Suitable erosion control, sediment control, source control, treatment control, material management, and stormwater management BMPs will be implemented consistent with the latest edition of the California Stormwater Quality Association “Stormwater Best Management Practices Handbook,” available at [www.capmphandbooks.com](http://www.capmphandbooks.com).
- Spill prevention kits shall always be in close proximity when using hazardous materials (e.g., crew trucks and other logical locations). Feasible measures shall be implemented to ensure that hazardous materials are properly handled and the quality of aquatic resources is protected by all reasonable means when removing vegetation and sediments from the channels.
- No fueling shall be done in areas immediately adjacent to (i.e., within 50 feet of) channels, ponds, or wetlands. For stationary equipment that must be fueled on site, containment shall be provided in such a manner that any accidental spill of fuel shall not be able to enter the water or contaminate sediments that may come in contact with water. Any equipment that is readily moved out of the channels, ponds, or wetlands shall not be fueled in these sensitive habitat areas or the immediate floodplains surrounding them.
- A hazardous materials management/fuel spill containment plan will be developed and implemented by the construction contractor and given to all contractors and biological monitors working on the Master Plan, with at least one copy of the plan located onsite at all times. The purpose of the plan is to provide onsite construction managers, environmental compliance monitors, and regulatory agencies with a detailed description of hazardous materials management, spill prevention, and spill response/cleanup measures associated with the construction of Master Plan elements. The primary objective of the plan is to prevent a spill of hazardous materials. Elements of the plan will include, but are not limited to the following:

- A discussion of hazardous materials management, including delineation of hazardous material and hazardous waste storage area, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;
  - Materials Safety Data Sheets for all chemicals used and stored on site;
  - An inventory list of emergency equipment;
  - Spill control and countermeasures including employee spill prevention/response training;
  - Notification and documentation procedures; and
  - A monthly reporting plan.
- Vehicles will be checked daily for oil or fuel leaks and will be washed only at an approved area as described above for Mitigation Measure BIO-1b. No washing of vehicles will occur in Master Plan areas located outside of the main plant fenceline.
  - The work site, areas adjacent to the site, and access areas will be maintained in an orderly condition, free and clear from debris and discarded materials. This measure includes all Master Plan areas located outside of the main plant fenceline. Personnel will not sweep, grade, or flush surplus materials, rubbish, debris, or dust onto adjacent areas or waterways. Upon completion of work, all building materials, debris, unused materials, concrete forms, and other construction-related materials will be removed from the Master Plan areas located outside of the main plant fenceline.
  - Stockpiled materials outside of the main plant fenceline will be covered by plastic sheeting, tarps, or similar material that can be secured during wind and rain. A sediment fence or berm will be installed around stockpiled dredged material to prevent runoff from transporting sediment into sensitive habitats (such as the channels, ponds, and wetlands). Heavy equipment will not be operated in the active channels or within wetland habitats, but instead from existing hardscape, access roads, and levees.
  - Water conservation methods will ensure that water used in the Master Plan area does not create surface flows capable of carrying pollutants to the nearby creek channel. All personnel, including sub-contractors will be instructed on the practical methods of preventing leaks or over-use of watering, and will be required to adhere to the practices in the detail sheets provided. Woody debris from tree trimming and other activities will not be left in the active channels or in wetland habitats.
  - In-channel vegetation removal may result in increased local erosion in the channels due to increased flow velocity. To minimize such erosion, the toe of the bank will be

protected by leaving vegetation within the channel to the maximum extent practicable.

- Cofferdams or silt fencing will be used to the extent feasible during construction and maintenance activities that could potentially result in substantial siltation of open water. For any work within aquatic or wetland habitats, such as Ponds 1 and 2 or the Cargill Channel, silt curtains will be installed to prevent suspended sediments from migrating out of the immediate work area, and dredging will be conducted on incoming tides to the extent feasible to further reduce the potential for sediment mobilization outside the Master Plan area. Dredging within aquatic or wetland habitats will be conducted with a closed clamshell-style dredge to reduce the amount of suspended sediment produced. Dredge volumes will be documented to ensure compliance with and adequate performance of these measures.

MM-BIO-2c: The following measures will be implemented during construction of the Master Plan to avoid or minimize impacts on special-status fish species:

- Impacts on tidal waters where special-status fish and Essential Fish Habitat may occur will be minimized to the extent feasible.
- Construction activities in, or directly adjacent to, waters where green sturgeon, longfin smelt, steelhead, or Chinook salmon may be present will be performed between June 1 and November 30. These waters include but are not limited to the Moffett Channel and the Sunnyvale West Channel.
- Activities that extend into the waters where special-status fish may be present, such as levee breaching for active restoration of Ponds 1 and 2, will be performed at low tide and/or under de-watered conditions, to the extent practicable.
- If pile driving or installation of temporary sheet piles is necessary during construction or restoration activities outside of the main plant fenceline, such as for earthwork, foundations, or dewatering, then pile driving will be performed using a vibratory hammer to minimize the potential effects of noise and pressure-waves on fish.
- National Marine Fisheries Service personnel will be immediately notified of any observed fish mortality events associated with Master Plan activities.
- Tidally restored ponds will contain channels that are adequate for the ingress and egress of fish with tidal circulation to avoid fish stranding.
- Treated wood will not be used in structures that may come into contact with water.

MM-BIO-2d: The following measures will be implemented to avoid and minimize impacts on western pond turtles in portions of the Master Plan area outside of the main plant fenceline, particularly in or near the Sunnyvale West Channel:



- Impacts on aquatic habitat of the western pond turtle, such as the Sunnyvale West Channel, will be minimized to the extent feasible.
- A qualified biologist shall conduct a survey for western pond turtles and their nests immediately (i.e., within 2 hours) prior to commencement of work along the Sunnyvale West Channel. If a western pond turtle is found in an area where it could be injured or killed by Master Plan improvement activities, the biologist will relocate the turtle to an appropriate site outside the construction disturbance area.
- Following the initial survey, a construction crewmember who has been trained to identify western pond turtles by a qualified biologist shall conduct a survey of the work area along the Sunnyvale West Channel area each morning prior to the onset of construction activities. If a turtle is located, all work in the vicinity shall immediately cease, and a qualified biologist shall be contacted. Work within the area shall not resume until the turtle has been relocated or has moved on its own out of the construction disturbance area.
- If an active western pond turtle nest is detected within the activity area, a 25 foot-buffer zone around the nest will be established and maintained during the nesting season (April 1 through August 31) until the young have left the nest or it is no longer active due to predation, as determined by a qualified biologist.

MM-BIO-2e: The following measures will be implemented to avoid and minimize impacts on burrowing owls in the Master Plan area, particularly on the closed landfill and along the Sunnyvale West Channel but also including areas within the main plant fenceline that may support ground squirrel burrows:

- Preconstruction surveys for burrowing owls will be conducted by a qualified biologist prior to all construction activities that occur within 250 feet of potential burrowing owl habitat on the closed landfill or along the Sunnyvale West Channel, in conformance with CDFW protocols. This measure applies to construction activities inside of the main plant fenceline only where ground squirrel burrows are present or for those activities located within 250 feet of suitable burrowing owl habitat on the closed landfill or Sunnyvale West Channel. The final survey will occur no more than 2 days prior to the start of any ground-disturbing activity such as clearing and grubbing, excavation, or grading, or any similar activity within 250 feet of suitable habitat that could disturb nesting owls. If no burrowing owls are located during these surveys, no additional action would be warranted. However, if burrowing owls are located on or immediately adjacent to impact areas, the following measures would be implemented.
- If burrowing owls are present during the nonbreeding season (generally 1 September to 31 January), the City/contractor would maintain a 150-foot buffer zone, within which no new Master Plan-related activity would occur, around the occupied

burrow(s) if feasible. However, this buffer distance would not apply to existing operations and maintenance activities in the main plant. A reduced buffer distance is acceptable during the nonbreeding season as long as construction avoids direct impacts on the burrow(s) used by the owls. During the breeding season (generally 1 February to 31 August), a 250-foot buffer, within which no new Master Plan-related activity would be permissible, would be maintained between Master Plan activities and occupied burrows. Owls present at burrows on the site after 1 February would be assumed to be nesting on or adjacent to the site unless evidence indicates otherwise. This protected area would remain in effect until 31 August, or based upon monitoring evidence, until young owls are foraging independently or until the nest is no longer active.

- In the unlikely event that an occupied burrowing owl burrow is within the construction footprint (e.g., on the bank of a levee), and the burrow cannot be avoided, the owl will be evicted from the burrow by a qualified biologist using one-way doors. The biologist will leave the one-way doors in place for at least 48 hours, checking them daily to ensure that they are functioning properly. If the biologist cannot be certain that the owl is outside the burrow (e.g., if the one-way doors were installed when the owl was inside the burrow and the owl cannot be detected outside later), then the burrow will be excavated by hand prior to being filled to ensure that no owl is trapped inside. Otherwise, the burrow will be backfilled after the owl has been evicted. No burrowing owls will be evicted from burrows during the nesting season unless evidence indicates that nesting is not actively occurring (e.g., because the owls have not yet begun nesting early in the season, or because young have already fledged late in the season).

MM-BIO-2f: The following measures will be implemented for activities outside of the main plant fenceline to avoid and minimize impacts on California Ridgway's rails and California black rails, particularly in tidal marsh habitats associated with the Moffett Channel:

- Impacts on tidal wetland habitat of these species will be minimized to the extent feasible. Tidal wetland habitat for these species occurs in the northern portions of the Master Plan area, in association with the Moffett Channel. Suitable tidal wetland habitat for these species is not present within the main plant fenceline.
- To avoid causing the abandonment of an active nest, construction activities within 700 feet of vegetated tidal marsh providing suitable breeding habitat for Ridgway's rails or black rails (i.e., the area along Moffett Channel where the marsh begins to widen just upstream from its confluence with Guadalupe Slough, or the large marsh area along Guadalupe Slough north of Pond 1) will be avoided during the breeding season from February 1 through August 31 unless protocol-level surveys are conducted to determine rail locations and territories the same year in which those

construction activities occur. If breeding Ridgway's rails or black rails are determined to be present, activities will not occur within 700 feet of areas in which Ridgway's rails or black rails were heard calling during protocol-level surveys. If the intervening distance across a major slough channel (e.g., Moffett Channel or Guadalupe Slough) or across a substantial barrier between the locations of rail detections and any construction activity area is greater than 200 feet, then it may proceed at that location within the breeding season. Aside from continued use of recreational trails established prior to the start of the breeding season (which may continue), only routine inspection, maintenance, or monitoring activities that have little potential for effects on rails due to their short durations, distance from rail habitat, or low-magnitude effects may be performed during the breeding season in areas within or adjacent to rail breeding habitat. Otherwise, with USFWS and CDFW approval on a case-by-case basis, construction activities may take place after July 15 in a given area if the activity is thought to be minimally disturbing to breeding rails.

- The extent of impacts on tidal marsh will be clearly demarcated in the field, and no impacts (including construction access) will occur outside those limits.
- Silt fencing or similar material will be installed between all areas of earth-moving and marsh outside the impact area to prevent dirt and other materials from entering marsh areas that are not intended to be affected.
- No animals can be brought to the project site to avoid harassing, killing, or injuring wildlife.
- The project site will be maintained trash-free, and food refuse will be contained in secure bins and removed daily during construction and dredging.
- Nighttime work near tidal marsh habitat will be avoided to the extent feasible. If nighttime work cannot be avoided, lighting will be directed to the work area and away from tidal marsh habitat.

MM-BIO-2g: The following measures will be implemented for activities outside of the main plant fenceline to avoid and minimize impacts on the salt marsh harvest mouse and salt marsh wandering shrew, particularly in marsh habitat associated with the Moffett Channel:

- Impacts on pickleweed and wetland habitat that may support these species will be minimized to the extent feasible. Wetland habitat that may support these species occurs in the northern portion of the Master Plan area, in association with the Moffett Channel and the Cargill Channel. No suitable habitat for these species occurs within the main plant fenceline.
- To avoid the loss of individual harvest mice or wandering shrews from any excavation, fill, or construction activities in suitable habitat, vegetation removal and

fill in marsh habitats, including the Moffett Channel and the Cargill Channel, will be limited to the minimum amount necessary to implement the Master Plan improvements. Wherever feasible, sufficient pickleweed habitat will remain adjacent to the activity area to provide refugia for displaced individuals.

- In areas where salt marsh harvest mice or wandering shrew habitat will be affected, vegetation and debris that could provide cover for mice will be removed using only hand tools at least three weeks prior to the commencement of construction activities. Vegetation removal will occur under the supervision of a qualified biologist. The vegetation will be removed on a progressive basis, such that the advancing front of vegetation removal moves toward vegetation that would not be disturbed. In some cases, temporary shelter consisting of dead vegetation may be positioned to provide escape routes to suitable habitat. A qualified biologist will monitor the vegetation removal and make specific recommendations with respect to the rate of vegetation removal (to ensure that any harvest mice or wandering shrews present are able to escape to cover that will not be affected), whether vegetation needs to remain in a certain area temporarily to facilitate dispersal of mice into habitat outside the impact area, and whether any berms are necessary to allow mice or shrews to disperse across wetted channels.
- Following the hand-removal of vegetation in areas where these species may be affected, exclusion fencing will be erected as needed between construction areas and harvest mouse/wandering shrew habitat that is to remain unaffected to define and isolate protected habitat for these species. This fencing will consist of heavy plastic sheeting or metal material that cannot be climbed by harvest mice or wandering shrews, or similar Resource Agency-approved exclusion materials, buried at least 4 inches below the ground's surface and with at least 1 foot (but no more than 4 feet) above the ground. All supports for the fencing will be placed on the inside of the work area. A 4-foot buffer will be maintained free of vegetation around the outside of the exclusion fencing. The fencing will be inspected daily during construction, and any necessary repairs will be made within 24 hours of when they are found. If any breaks in the fencing are found, a qualified biologist will inspect the work area for salt marsh harvest mice or wandering shrews. If any individual harvest mice are found within the impact footprint, they will be allowed to move on their own (although shrews may be relocated by a qualified biologist) to vegetated areas outside the impact footprint.
- During construction in areas where salt marsh harvest mice and wandering shrews may be affected, a qualified biologist will check underneath vehicles and equipment for these species before such equipment is moved during each day of construction, unless the equipment is surrounded by exclusion fencing. Based on current design concepts, the Master Plan is expected to affect approximately 1.5 acres of tidal

coastal brackish marsh (in the Moffett Channel) and another 0.5 acre of non-tidal salt marsh (in the Cargill Channel) that could potentially support these species through raising (and as a result widening) an access road and construction of a new pipeline segment to the diurnal equalization basins. To compensate for these habitat impacts, the City will provide mitigation through a combination of (a) the purchase of credits in an approved conservation bank that provides habitat suitable for use by these species and/or (b) tidal marsh habitat restoration onsite or offsite. Owing to the relatively low quality of habitat provided by the wetlands to be affected by Master Plan activities, this mitigation will be provided at a minimum ratio of 1:1 (mitigation:impact) on an acreage basis. This mitigation can be provided using the same mitigation area as described in Mitigation Measure BIO-3b for wetlands as long as the habitat is suitable for the salt marsh harvest mouse and salt marsh wandering shrew and provides vegetated wetlands adequate to compensate for impacts on these species' habitats at a 1:1 ratio.

Prior to construction, the City will purchase credits from an approved conservation bank and/or prepare a Habitat Mitigation and Monitoring Plan (HMMP) describing the proposed creation of mitigation habitats that will satisfy the mitigation requirements. Impacts on habitat of the salt marsh harvest mouse and salt marsh wandering shrew may not commence until the adequate credits in a conservation bank have been purchased and/or the City prepares the HMMP. The HMMP will be prepared by a qualified restoration ecologist and will include the following:

- A summary of impacts on these species' habitats and the proposed mitigation acreage
- Goals of the restoration to achieve no net loss of habitat functions and values for these species
- The location of the mitigation site and description of existing site conditions
- Mitigation design:
  - Existing and proposed site hydrology, geomorphology, and geotechnical stability, if applicable
  - Grading plan if appropriate, including bank stabilization or other site stabilization features
  - Soil amendments and other site preparation elements as appropriate
  - Planting plan
  - Irrigation and maintenance plan
  - Construction schedule
- Monitoring plan (including specific, objective final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule,

etc.). Performance criteria will include demonstration of the presence of appropriate vegetation for these species within 10 years of mitigation implementation and presence of at least one of these two small mammal species within 10 years of the establishment of appropriate vegetated habitat.

- A contingency plan for mitigation elements that do not meet performance or final success criteria; this plan will include specific triggers for remediation if performance criteria are not being met.

MM-BIO-2h: The following measures will be implemented throughout the Master Plan area to minimize impacts on nesting San Francisco common yellowthroat, Alameda song sparrow, and other native bird species:

- Nesting deterrence can be implemented to minimize the potential for nesting birds to constrain project activities or to be adversely affected by those activities. The most effective nesting deterrence in non-developed portions of the main plant is vegetation removal to remove nesting substrate. Vegetation that is to be affected by the project should be removed during the nonbreeding season (i.e., September 1 through January 31) if feasible. If necessary, removal of nest-starts (incomplete nests that do not yet contain eggs or young) by qualified biologists may occur during the breeding season. Such nest-start removal may begin early in the breeding season (e.g., February) and continue regularly until vegetation can be removed and construction commences. Some species, such as barn swallows or black phoebes, may establish nests on buildings or other structures. To deter birds from nesting on structures, netting or other deterrence devices may be installed to preclude birds from constructing nests. Such nesting deterrence should be implemented under the supervision of qualified biologists in order to prevent death or injury of birds as a result of improperly installed deterrence devices, and such devices will require regular maintenance to ensure that they are functioning properly.
- Prior to commencement of new activities (i.e., activities that are not currently ongoing in any given area) during the breeding season (February 1 through August 31), preconstruction surveys will be conducted by a qualified biologist no more than 7 days prior to the initiation of new disturbance in any given area to ensure that no active nests of species protected by the Migratory Bird Treaty Act or California Fish and Game Code will be disturbed during Master Plan implementation. During this survey, the biologist will inspect all potential nesting habitats (e.g., trees, shrubs, buildings, and various substrates on the ground) in the project area for nests. This survey will include suitable nesting substrates both within and outside the main plant fenceline. Surveys will be conducted within search radii corresponding to disturbance-free buffer zones described below for raptors (300 feet) and non-raptors

(100 feet), including offsite areas adjacent to the Master Plan area (where such areas are accessible and are contained in the buffer zones).

- If an active nest is found, a qualified biologist will determine the extent of a disturbance-free buffer zone to be established around the nest until nesting has been completed. Disturbance-free buffer zones are typically 300 feet for raptors and 100 feet for non-raptors, although factors such as existing disturbance and vegetation or structures that screen construction activities from a nest will be considered in determining the appropriate buffer. Nests will be considered active until surveys conducted by a qualified ornithologist confirm nesting is complete. However, construction within these radii may proceed if, based on monitoring of the birds behavior, a qualified biologist determines that such activities are not likely to result in the abandonment of the nest. Per CDFW recommendations, monitoring will be conducted as follows:
  - A qualified biologist will monitor activity at each nest for three days prior to the onset of construction activities to develop a baseline of the normal behavior of the birds attending the nest. If the behavior observed at the nest is consistent on Days 1 and 2 of monitoring, Day 3 of monitoring may be skipped.
  - A qualified biologist will monitor activity at each nest for 8 hours on the first day that construction occurs within the standard buffer (e.g., within 100 feet of a non-raptor nest). If the biologist determines that the birds' behavior is not adversely affected, Master Plan activities may continue. The biologist should continue to monitor the nests for 1 hour/day on any day when construction activities occur within the standard buffer around an active nest.
  - If at any time the biologist determines that Master Plan activities within the standard buffer is adversely affecting the behavior of the birds such that the nest is in jeopardy of failing, construction activities should retreat to honor the standard buffer until the nest is no longer active (i.e., the young have fledged).

**Finding.** Implementation of the above PEIR mitigation measures will reduce impacts related to special-status wildlife to **less than significant** levels.

**4.3 Impact.** The Master Plan could result in the loss of or damage to open water and wetland habitats that are considered Waters of the U.S. and/or State.

**Mitigation.** The project shall implement the following mitigation measures to reduce impacts on open water and wetland habitats that are considered Waters of the U.S. and/or State:

MM-BIO-3a:

- Detailed design of WPCP improvements for the Master Plan will avoid and minimize impacts on open water and wetland resources to the extent feasible.
- If open water and wetland habitats are present within 100 feet or less of the limits of disturbance in the Master Plan area, avoidance buffers shall be maintained between those habitats and construction areas that drain directly to them. These buffers should be at least 50 feet for general construction activities and 100 feet for grading, to the extent feasible. The avoidance buffers shall be designated as Environmentally Sensitive Areas and clearly identified in the field using orange fencing. No equipment, vehicles, or personnel are permitted within Environmentally Sensitive Areas. Environmentally Sensitive Areas shall be shown on Project plan sets. All Environmentally Sensitive Area fencing shall be maintained intact and in good condition throughout the duration of construction.
- Any temporarily affected aquatic and wetland habitats will be restored to preconstruction elevations and contours, and temporarily affected wetlands will be revegetated using native plant species appropriate for the salinity, elevation, and location of the affected area.

MM-BIO-3b: The City shall obtain permits from the USACE, RWQCB, and CDFW as needed to obtain authorization to affect jurisdictional waters. In order to ensure that the proposed Master Plan results in no net loss of wetland and aquatic habitat functions and values, the City shall compensate for the permanent loss of jurisdictional wetland and aquatic habitats through a combination of on-site and/or off-site restoration/creation and protection and enhancement of wetland habitat. The size and location(s) of the area(s) to be restored/created will be determined based on appropriate mitigation ratios derived in consultation with USACE, RWQCB, and CDFW, but the amount of compensatory mitigation provided shall be at least 1:1 (i.e., at least equivalent to the acreage of jurisdictional wetlands and other waters permanently affected). Prior to construction, the City of Sunnyvale will purchase credits from a mitigation bank approved by the applicable resource agencies and/or prepare a Mitigation and Monitoring Plan describing the proposed creation of mitigation wetlands that will satisfy the mitigation requirements. Impacts on jurisdictional wetlands and other waters may not commence until the adequate credits in a mitigation bank have been purchased and/or the City of Sunnyvale prepares the Mitigation and Monitoring Plan.

The Mitigation and Monitoring Plan will be prepared by a qualified restoration ecologist and will include the following:

- A summary of wetland impacts and the proposed wetland creation mitigation
- Goals of the restoration to achieve no net loss of habitat functions and values
- The location of the mitigation site and description of existing site conditions



- Mitigation design:
- Existing and proposed site hydrology, geomorphology, and geotechnical stability, if applicable
- Grading plan if appropriate, including bank stabilization or other site stabilization features
- Soil amendments and other site preparation elements as appropriate
- Planting plan
- Irrigation and maintenance plan
- Construction schedule
- Monitoring plan (including specific, objective final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule, etc.). Performance criteria will include the establishment of wetland vegetation on any vegetated wetland mitigation area within 5 years of mitigation implementation.
- A contingency plan for mitigation elements that do not meet performance or final success criteria within 5 years; this plan will include specific triggers for remediation if performance criteria are not being met.

**Finding.** Implementation of the above PEIR mitigation measures will reduce impacts on open water and wetland habitats that are considered Waters of the U.S. and/or State to **less than significant** levels.

**4.4 Impact.** The Master Plan could result in the loss of or damage to protected trees.

**Mitigation.** The project shall implement the following mitigation measures to reduce impacts on protected trees:

MM-BIO-4a: During detailed design of Master Plan activities, either within or outside the main plant fenceline, ordinance-sized trees will be avoided to the extent feasible. If it is determined during detailed design that impacts on some trees can be avoided, a construction-phase Tree Preservation Plan shall be prepared by a certified arborist prior to initiation of construction to describe how trees that will not be removed will be protected. The construction-phase Tree Preservation Plan shall include the following tree protection measures, which are based on guidelines established by the International Society for Arboriculture:

- Establish an area surrounding individual trees or groups of trees to be protected during construction as defined by a circle concentric with each tree with a radius 1-1/2 times the diameter of the tree canopy drip line. This Tree Protection Zone is established to protect the tree trunk, canopy and root system from damage during construction activities and to ensure the long-term survival of the protected trees. The

Tree Protection Zone shall: (1) ensure that no structures or buildings, that might restrict sunlight relative to the existing condition, will be constructed in proximity to the trees; and (2) that no improvements are constructed on the ground around the tree within the Tree Protection Zone, thus ensuring that there is sufficient undisturbed native soil surrounding the tree to provide adequate moisture, soil nutrients and oxygen for healthy root growth.

- Protect tree root systems from damage caused by (a) runoff or spillage of noxious materials while mixing, placing, or storing construction materials and (b) ponding, eroding, or excessive wetting caused by dewatering operations through use of the following measures during excavation and grading:
  - Excavation: Do not trench inside tree protection zones. Hand excavate under or around tree roots to a depth of 3 feet. Do not cut main lateral tree roots or taproots. Protect exposed roots from drying out before placing permanent backfill.
  - Grading: Maintain existing grades within tree protection zones. Where existing grade is 2 inches or less below elevation of finish grade, backfill with topsoil or native site soil. Place fill soil in a single uncompacted layer and hand grade to required finish elevation.
  - Apply 6-inch average thickness of wood bark mulch inside tree protection zones. Keep mulch 6 inches from tree trunks.
- Provide 48-inch tall orange plastic construction fencing fastened to steel T-posts, minimum six (6) feet in length, using heavyweight plastic ratchet ties. Install fence along edges of tree protection zones before materials or equipment are brought on site and construction operations begin. Maintain fence in place until construction operations are complete and equipment has been removed from site.
- Provide temporary irrigation to all trees in protection zones that may have important root systems impacted by construction.

MM-BIO-4b: At the discretion of the Director of Community Development, the City will either replace any removed protected trees at a 1:1 ratio or pay an in-lieu fee into a fund.

**Finding.** Implementation of the above PEIR mitigation measures will reduce impacts protected trees to **less than significant** levels.

**4.5 Impact.** The Master Plan could result in impacts on nesting birds.

**Mitigation.** The project shall implement Nesting Bird Measures (Mitigation Measure MM-BIO-2h) to reduce impacts related to nesting birds.

**Finding.** Implementation of the above PEIR mitigation measure will reduce impacts related to nesting birds to **less than significant** levels.

**4.6 Impact.** Implementation of the Master Plan and WPF, in combination with other projects, would have a potentially significant contribution to cumulative impacts on biological resources.

**Mitigation.** No mitigation was identified for the cumulative impact on biological resources.

**Finding.** Ruddy ducks breed in limited numbers in ponds and non-tidal marshes throughout the South Bay, but the majority of individuals occur as nonbreeders during migration and winter, when thousands occur on managed ponds around the Bay. Because this species occurs in the South Bay almost exclusively in managed pond habitats, making little use of tidal habitats, regional planned tidal restoration of south bay ponds (such as South Bay Salt Ponds Restoration Project) is not feasible while maintaining sufficient habitat for maintenance of South Bay wintering ruddy duck numbers. If Ponds 1 and 2 are not maintained and managed for waterfowl such as ruddy ducks, their conversion to other habitat types under the Master Plan or WPF would result in a cumulatively considerable contribution to a potentially significant cumulative impact on ruddy ducks. This impact would remain **significant and unavoidable**.

## **6. Hydrology**

**6.1 Impact.** The project would alter the existing drainage pattern in such a manner that could result in substantial erosion, siltation, or flooding.

**Mitigation.** Prior to design of the diurnal equalization and emergency storage facilities, or any Master Plan improvement that would require widening of the existing levee and road between the main plant and Pond 1, the City or its contractor will conduct a hydraulic analysis assessing the potential secondary effects of levee widening on water surface elevation and channel scour in Moffett Channel. Recommendations of the hydraulic analysis will be incorporated into project design and contractor specifications such that any changes to water surface elevation or the channel do not adversely affect channel capacity. The project will acquire a No-Rise Certification to confirm that the selected alternative will not cause an increase in water surface elevations along the Moffett Channel. This finding will be confirmed and certified by a registered professional engineer.

**Finding:** Implementation of the above PEIR mitigation measure will reduce impacts related to the existing drainage pattern to a **less than significant** level.

**6.2 Impact.** Implementation of the Master Plan would place structures within a 100-year flood area, which could expose people or structures to a significant risk of loss, injury or death involving flooding.

**Mitigation.** The project shall implement the following mitigation measures to reduce impacts related to flooding:

MM-HYD-3a: Prior to design of proposed WPCP improvements along Moffett Channel or within the oxidation ponds, the City will conduct a vulnerability analysis of project facilities to flooding, assess potential risks, and evaluate additional improvements that could reduce identified flood hazard risks. The evaluation will identify the flood safe elevation (FSE) as the sum of the (then) current base flood elevation (BFE) for the project area, the projected sea level rise during the project's design service lifetime, and additional three to four feet of freeboard as determined necessary by a registered professional engineer. The risk assessment will address the construction and design of facilities below the FSE and the potential for significant loss, injury, or upset that could result from flooding, and identify feasible measures that could reduce flood hazard risks. Project design will incorporate the findings from the flood hazard assessment. Project design measures could include, but are not limited to, the following:

- Elevating the ground floor elevation of the diurnal equalization pump station above the FSE;
- Anchoring structures to prevent flotation, collapse and lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- Design of the extension of the primary effluent pipeline and associated support structures to minimize corrosion and ensure stability during occasional flooding;

The flood hazard assessment and selected design improvements for implementation shall be certified by a registered professional engineer to avoid a substantial risk of loss involving flooding.

MM-HYD-3b: Prior to restoration of the oxidation ponds, the City shall develop a restoration plan for the oxidation ponds, to be implemented upon decommissioning. The plan must include:

- Hydraulic analysis of the flooding and erosion effects resulting from breaching the levees surrounding Ponds 1 and 2.
- An assessment of the effects of breaching on the floodplain surrounding the WPCP.
- Regular inspection of the diurnal equalization and emergency storage facilities in coordination with a qualified engineer following breaching to look for evidence of erosion that appears to be associated with restoration of Ponds 1 and 2. If inspections identify excessive erosion, develop and implement a plan to protect the diurnal equalization and emergency storage facilities.
- Restoration designs that reflect recommendations made by a qualified engineer.

MM-HYD-3c: The City of Sunnyvale shall not breach levees to restore Ponds 1 and 2 until adequate flood protection is provided for the landward uses that could be affected by such breaching, as determined in the assessment of effects to the surrounding floodplain included in the Restoration Plan for Ponds 1 and 2.

**Finding:** The implementation of the above PEIR mitigation measures will reduce impacts involving flooding to a **less than significant** level.

## 7. Water Quality

**7.1 Impact.** Oxidation pond breaching and/or restoration could increase methylmercury production.

**Mitigation.** During design of oxidation pond breaching and/or restoration, the City, in coordination with other agencies directly involved in planning and implementing of restoration activities, shall require preparation of a water quality evaluation for the proposed levee breach and associated pond restoration activities. The water quality evaluation shall evaluate anticipated construction activities, including disturbance and potential mobilization of pond sediments, and anticipated changes to pond area and nearby hydrodynamics, and evaluate their potential to influence each of the water quality parameters discussed in this analysis: temperature, salinity, DO, metals, mercury, methyl mercury, phytoplankton blooms, and nuisance algae. The water quality evaluation shall consider applicable water quality standards and goals defined in the Basin Plan, the Bay Conservation and Development Commission's Bay Plan Policies on Water Quality, as applicable, and other applicable water quality standards. The water quality evaluation shall provide recommendations for the minimization of each category of potential water quality pollutants described above, sufficient to ensure that downstream beneficial uses would not be adversely affected, and that applicable water quality standards would not be exceeded. The City shall implement all recommendations identified in the water quality evaluation needed to preserve water quality and maintain consistency with the Basin Plan and other applicable water quality standards and requirements, and protect beneficial uses on site and downstream. The water quality evaluation shall also identify protocols and procedures for the deployment of long-term monitoring for temperature, salinity, dissolved oxygen, metals including mercury, methylmercury, phytoplankton blooms, and nuisance algae, and shall, in the event of exceedance of applicable standards established to protect beneficial use by the Regional Board, identify measures and actions as warranted to reduce pollutant emissions and protect beneficial uses using an adaptive management approach. Measures and actions warranted to reduce pollutant emissions and protect beneficial uses could include, but would not be limited to, characterization, monitoring or remediation of pond sediments, changing hydraulic residence times or manipulating other factors affecting the generation or presence of methylmercury.

**Finding.** The implementation of the above PEIR mitigation measure will reduce methylmercury production impacts to a **less than significant** level.

## 8. Hazards and Hazardous Materials

**8.1 Impact.** Project construction activities could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

**Mitigation.** The project shall implement the following mitigation measures to reduce the release of hazardous materials into the environment.

MM-HAZ-2a: The City shall ensure that, prior to demolition, the building is surveyed for hazardous building materials including, electrical equipment containing polychlorinated biphenyl (PCBs), fluorescent light ballasts containing PCBs or bis(2-ethylhexyl) phthalate (DEHP), and fluorescent light tubes containing mercury vapors. These materials shall be removed and properly disposed of prior to the start of demolition or renovation. Light ballasts that are proposed to be removed during renovation shall be evaluated for the presence of PCBs and in the case where the presence of PCBs in the light ballast cannot be verified, they shall be assumed to contain PCBs, and handled and disposed of as such, according to applicable laws and regulations. Any other hazardous building materials identified either before or during demolition or renovation shall be abated according to federal, state, and local laws and regulations.

MM-HAZ-2b: For each Master Plan improvement involving ground disturbing activities, the City or its contractor will prepare a Health and Safety Plan in accordance with federal OSHA regulations (29 CFR 1910.120) and Cal/OSHA regulations (8 CCR Title 8, Section 5192). Each Plan will be based on all activities proposed as part of the specific project and include designated personnel responsible for implementation of the Plan. The City will require each contractor for each individual construction contract to implement a Plan. Each Plan will include all required measures to protect construction workers and the general public potentially exposed to hazardous materials or wastes by including engineering controls, monitoring, and security measures to prevent dangerous levels of exposure and unauthorized entry to the construction area, and to reduce hazards outside of any construction area. If prescribed contaminant exposure levels are exceeded, personal protective equipment shall be required for workers in accordance with state and federal regulations. Compliance with the Health and Safety Plan will not be construed as approval of the adequacy of the contractor's health and safety professional's qualifications or any safety measure taken in or near the construction site. The contractor will be solely and fully responsible for compliance with all laws, rules, and regulations applicable to health and safety during the performance of the construction work.

MM-HAZ-2c: For any elements involving ground disturbing activities, the City will require the construction contractor to implement a Soil and Groundwater Management Plan, subject to review by the City that specifies the method for handling and disposal of contaminated soil and groundwater prior to demolition, excavation, and construction activities. The plan will include all necessary procedures to ensure that any excavated materials and fluids from throughout the Master Plan area generated during construction are stored, managed, and disposed of in a manner that is protective of human health and in accordance with applicable laws and regulations. The plan will include the following information.

- Step-by-step procedures for evaluation, handling, stockpiling, storage, testing, and disposal of excavated material, including criteria for reuse and offsite disposal. All excavated materials shall be inspected prior to initial stockpiling, and spoils that are visibly stained and/or have a noticeable odor shall be stockpiled separately to minimize the amount of material that may require special handling.
- Procedures to be implemented if unknown subsurface conditions or contamination are encountered, such as previously unreported tanks, wells, or contaminated soils.
- Detailed control measures for use and storage of hazardous materials to prevent the release of pollutants to the environment, and emergency procedures for the containment and cleanup of accidental releases of hazardous materials to minimize the impacts of any such release. These procedures shall also include reporting requirements in the event of a reportable spill or other emergency incident. At a minimum, the City or its contractor shall notify applicable agencies in accordance with guidance from the California Office of Emergency Services as well as the Santa Clara County Environmental Health Department.
- Procedures for containment, handling and disposal of groundwater generated from construction dewatering, the method used to analyze groundwater for hazardous materials likely to be encountered at specific locations and the appropriate treatment and/or disposal methods.

**Finding.** The implementation of the above PEIR mitigation measures will reduce impacts associated with hazardous materials release to a **less than significant** level.

**8.2 Impact.** Portions of the project could be located on sites included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, could create a significant hazard to the public or the environment.

**Mitigation.** The project shall implement a Health and Safety Plan (Mitigation Measure MM-HAZ-2b) and a Soil and Groundwater Management Plan (Mitigation Measure MM-HAZ-2c) to reduce impacts related to hazardous materials sites.

**Finding.** The implementation of the above PEIR mitigation measures will reduce impacts related to hazardous materials sites to a **less than significant** level.

**8.3 Impact.** The project would not impair or interfere with an adopted emergency response plan or emergency evacuation plan but could interfere with emergency response provider access in the WPCP vicinity.

**Mitigation.** The project shall implement a Temporary Traffic Control Plan (Mitigation Measure MM-TR-1b) to reduce impacts related to interference with emergency response provider access.

**Finding.** Implementation of the above PEIR mitigation measure will reduce impacts related to interference with emergency response provider access to **less than significant** levels.

## **9. Cultural Resources**

**9.1 Impact.** The project could result in a substantial adverse change in the significance of a historical resource.

**Mitigation.** Prior to implementation of the Diurnal Equalization and Emergency Storage Facilities project or other action that could affect the Cargill Channel, the City will retain a qualified historian or architectural historian to complete a specific assessment of effects of this action. If effects are found to be adverse, additional mitigation measures may be necessary, including supplemental Historic American Landscapes Survey documentation, as well as public interpretation efforts such as videotaping resources, a public outreach program, or signage at appropriate points near publically accessible viewsheds of Cargill Channel.

**Finding.** The implementation of the above PEIR mitigation measure will reduce impacts to historic resources to a **less than significant** level.

**9.2 Impact.** The project could result in a substantial change in the significance of an archaeological resource.

**Mitigation.** If prehistoric or historic-period archaeological resources are encountered, all construction activities within 100 feet will halt and the City of Sunnyvale will be notified. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (“midden”) containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include deposits of metal, glass, and/or ceramic refuse. A Secretary of the Interior-qualified archaeologist will inspect the findings within 24 hours of discovery. If it is determined that the project could damage a historical resource or a unique archaeological resource (as defined pursuant to the CEQA Guidelines), mitigation will be implemented in accordance with PRC Section 21083.2 and Section 15126.4 of the CEQA Guidelines, with a preference for preservation in place. Consistent with Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If avoidance is not feasible, a qualified archaeologist will prepare and implement a detailed treatment plan in consultation with City of Sunnyvale and, for prehistoric resources, the appropriate Native American representative. Treatment of unique archaeological resources will follow the applicable requirements of PRC Section 21083.2. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important



scientific data contained in the portion(s) of the significant resource to be impacted by the project. The treatment plan will include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.

**Finding.** The implementation of the above PEIR mitigation measure will reduce impacts on archaeological resources to a **less than significant** level.

**9.3 Impact.** The project could result in direct or indirect impacts on paleontological resources, a less-than-significant impact with mitigation.

**Mitigation.** If paleontological resources, such as fossilized bone, teeth, shell, tracks, trails, casts, molds, or impressions are discovered during ground-disturbing activities, work will stop in that area and within 100 feet of the find until a qualified paleontologist can assess the nature and importance of the find and, if necessary, develop appropriate treatment measures in conformance with Society of Vertebrate Paleontology standards, and in consultation with the City of Sunnyvale (or, for the WPF, the District).

**Finding.** The implementation of the above PEIR mitigation measure will reduce the significant paleontological resources impact to a **less than significant** level.

**9.4 Impact.** The project could result in disturbance of human remains.

**Mitigation.** In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find will cease until the Santa Clara County Coroner has been contacted to determine that no investigation of the cause of death is required. The NAHC will be contacted within 24 hours if it is determined that the remains are Native American. The NAHC will then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the City of Sunnyvale (or, for the WPF, the District) for the appropriate means of treating the human remains and any grave goods.

**Finding.** The implementation of the above PEIR mitigation measure will reduce impacts associated with disturbance of human remains to a **less than significant** level.

## 10. Aesthetics

**10.1 Impact.** The Master Plan would change the existing visual character of the site.

**Mitigation.** The design of the access road and levee will include landscape plantings. Planting design will retain safety, structural integrity, and functionality of the access road and levee, and accessibility for maintenance, inspection, monitoring, and flood control. Design of the landscape plantings and vegetation management program will be coordinated with a civil engineer and landscape architect, along with the City of Sunnyvale, to ensure that landscaping and maintenance practices chosen are ecologically compatible, feasible, and compatible with flood damage protection. The levee planting

plans chosen for implementation will be certified by a registered professional engineer to ensure reliable operation and maintenance of the access road and levee and reviewed by a qualified biologist to ensure compatibility of the plants with the existing plant mosaic.

The Master Plan will also include fencing around the proposed equalization tanks and pump station. The fencing will be of sufficient height to block views of these facilities (i.e., six to eight feet above grade) and include aesthetic treatment to make the structure less visually obtrusive and blend in with the surrounding background. Possible aesthetic treatment can include architectural features such as color application, surface texture and pattern treatment.

**Finding.** The implementation of the above PEIR mitigation measure will reduce aesthetic impacts to a **less than significant** level.

## **11. Growth Inducement Potential and Secondary Effect of Growth**

**11.1** The project would support planned growth in the WPCP and District service areas that would result in secondary effects on the physical environment. Implementation of the project's wastewater treatment capacity improvements could also support a degree of population and/or employment above that planned for in Sunnyvale's adopted General Plan.

**Mitigation.** Prior to implementation of Stage 2 of the conventional activated sludge and Stage 2 of solids thickening and dewatering facilities and processes, Stage 2 of the MBR facilities and Stage 2 of WPF solids thickening and dewatering facilities, or construction of a fifth digester, the City will initiate a new investigation of flows and loads capacity requirements to ensure that these facilities are appropriately sized to accommodate projected capacity needs consistent with (then) adopted plans and policies. Upon completion of construction of the above-noted facilities, the City will require that CEQA documents on development projects evaluate nitrogen deposition impacts on serpentine habitat and associated special-status species, and mitigate significant project-specific and cumulative impacts to less-than-significant levels. The analysis requirements and specific mitigation strategy(ies) will depend on the environmental setting at the time the Master Plan or WPF improvements are implemented, characteristics of the proposed development, and its relative contribution to the significant impact.

**Finding.** The project would indirectly support growth by removing obstacles to growth, thereby enabling growth under the approved general plans within the WPCP service areas to occur. Mitigation would ensure that the Master Plan would not result in additional or more severe impacts associated with growth beyond that evaluated in the CEQA documents prepared for the City's current General Plan. However, CEQA documents prepared by other agencies within the WPCP service area have identified significant and unavoidable impacts associated with growth, which the Master Plan would support. This impact would remain **Significant and Unavoidable**.

## **VII. SUMMARY OF UNAVOIDABLE SIGNIFICANT ADVERSE EFFECTS.**

The following significant adverse effect of the project is found to be unavoidable despite the adoption by the City Council of all feasible mitigation measures identified in the PEIR: emissions that would conflict with the 2010 Clean Air Plan, emissions that would contribute to air quality violations, emissions that would have a considerable contribution to cumulative air quality impacts in the region, cumulative impacts to wildlife, and some secondary effects of growth.

## **VIII. PROJECT ALTERNATIVES**

### **A. Legal Requirements.**

Section 15126.6(a) of the State CEQA Guidelines requires that an environmental impact report include a "reasonable range of alternatives to the project, or to the location of the project, which would avoid or substantially lessen any significant effects of the project." Based on the analysis in the PEIR, the Project would be expected to result in significant and unavoidable impacts to Air Quality, Biological Resources, and Secondary Effects of Growth. The PEIR alternatives were designed to avoid or reduce these significant unavoidable impacts, while attaining the proposed objectives of the Project. The City Council has reviewed the significant impacts associated with the reasonable range of alternatives as compared to the Project, and in evaluating the alternatives has also considered each alternative's feasibility, taking into account a range of economic, environmental, legal, and other factors. In evaluating the alternatives, the City Council has also considered the important factors listed in the Statement of Overriding Considerations listed in Section IX below.

Public Resources Code Section 21081(a)(3) provides that when approving a project for which an environmental impact report has been prepared, a public agency may find that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report and, pursuant to Section 21081(b) with respect to significant effects which were subject to a finding under paragraph (3) of subdivision (a), the public agency finds that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment as more fully set forth in Article IX below.

### **B. Alternative 1: No Project Alternative**

1. **Description.** The No Project Alternative is defined as a continuation of existing conditions, as well as conditions that are reasonably expected to occur in the event that the proposed project is not implemented. If the Master Plan were not implemented, conditions at the site would generally be expected to remain largely the same. Existing facilities would remain in operation and continue to age. Consequently, the reliability of the WPCP would likely decline. Because the WPCP must provide adequate wastewater treatment in compliance with applicable permits and for projected increases in flows and

loads, it is reasonable to expect that the City would ultimately have to either retrofit existing facilities or construct new facilities to continue to meet existing and changing requirements, including those pertaining to limits for nitrogen in discharges, disinfection byproducts, constituents of emerging concern, air quality, and standby power.

2. **Comparison to the Proposed Project.** To the extent that existing conditions within the Master Plan area persist into the future, then none of the environmental impacts attributable to the Master Plan would occur. Assuming reliability of the WPCP declines in the future, the No Project Alternative would increase the potential for upset conditions which, if they occurred, would result in adverse effects on effluent water quality and beneficial uses of receiving waters, and potential permit violations. Likewise, the WPCP would remain vulnerable to damage resulting from tidal flooding and/or seismic activity, which in addition to damaging the WPCP could result in water quality degradation if untreated or partially treated wastewater is released. The environmental impacts of continued use of the existing facilities could include degradation of habitat and other beneficial uses of Moffett Channel, Guadalupe Slough, and the San Francisco Bay if pollutants are not effectively removed by the aging facilities.
3. **Finding.** The No Project Alternative would avoid most environmental impacts identified for the proposed WPCP improvements, including the significant and unavoidable impacts on air quality and biological resources, and the significant but mitigable impacts associated with traffic, noise, biological resources, hydrology, water quality, hazards and hazardous materials, cultural resources, and aesthetics. However, it is likely that the secondary effects of growth (both significant and unavoidable and significant but mitigable) would still occur with or without implementation of the Master Plan. This alternative does not, however, meet the majority of the project objectives, and therefore is not considered feasible.

### **C. Alternative 2: Realigned Access Road**

1. **Description.** The intent of this alternative is to reduce impacts to threatened and endangered species habitat and wetlands/waters of the United States along Moffett Channel attributable to proposed Master Plan improvements to the existing pond access road, which also functions as a levee. With the project as proposed, implementation of diurnal equalization and emergency storage would include raising the existing levee approximately 5-6 feet to address sea level rise for the design life of the facility. To accommodate the raising of the levee, the existing access road and portions of the berms adjacent to Pond 1 would need to be fortified and widened. Under the Realigned Access Road Alternative, these improvements would be realigned to the west, reducing the amount of fill placed in Moffett Channel. A greater portion of the Cargill Channel (part of the Don Edwards San Francisco Bay National Wildlife Refuge) would be filled than is proposed for the Master Plan. Additional improvements to the existing above-ground primary effluent pipeline, which currently is adjacent to the western edge of the access road, would be implemented to ensure the structural integrity of the pipeline. All other aspects of the Master Plan would be the same as the proposed project.

2. **Comparison to the Proposed Project.** By shifting the alignment of the access road to the west, into a greater portion of Cargill Channel, the amount of fill placed within Moffett Channel would be reduced. Direct impacts to aquatic habitat in Cargill Channel would be greater than under the Master Plan; however, while salt- and brackish-water invertebrates and fish are present in the Cargill Channel, special-status fish species are not likely to be present due to the poor connection with San Francisco Bay. The narrow strip of salt marsh along the edge of the Cargill Channel is so limited in extent, and is separated from more extensive tidal marsh along Moffett Channel, that it provides relatively low-quality habitat for salt marsh animals. As habitat quality is poorer in Cargill Channel than Moffett Channel, and impacts to special status fish species would decline because these species are more likely to be present in Moffett Channel than in Cargill Channel, the potential impacts of this alternative on special-status wildlife species would be reduced compared to the Master Plan. Similarly, shifting the alignment of the access road to the west would incrementally reduce the adverse effect on visual character due to vegetation removal in Moffett Channel. This alternative would also reduce the potential for erosion, siltation, and flooding in Moffett Channel. Other impacts of Alternative 2 would be the same as or similar to impacts identified for the Master Plan, including traffic and noise generated during construction and operation of the WPCP, air quality impacts, potential for hazardous materials exposure, impacts to special-status plant habitat, the effects on the Alviso Historic District cultural landscape, changes in flooding patterns (except in Moffett Channel as noted above) and potential for flood damage to structures, indirect impacts on nesting birds and the movement of native birds, and tree removal.
3. **Finding.** This alternative would reduce the extent of potentially significant impacts to biological resources and floodwater conveyance along Moffett Channel, as well as incrementally reducing adverse effects on visual character associated with vegetation removal. However, this alternative would not reduce any significant and unavoidable impacts of the Project. Other impacts would generally be similar to those identified for the Master Plan. This alternative would likely result in higher costs, reducing its ability to meet objectives related to costs or flexibility to respond to financial uncertainty, but would otherwise meet most of the basic objectives of the Master Plan. However, this alternative does not meet the project objectives to the same extent as the project.

#### **D. Alternative 3: Diurnal Equalization/Emergency Storage in Pond 2**

1. **Description.** The intent of this alternative is to reduce impacts to threatened and endangered species habitat and wetlands/waters of the U.S. and state near Moffett Channel. These impacts of the Master Plan are associated with improvements to the existing pond access road and the diurnal equalization and emergency storage basins in Pond 1. Under this alternative, the City would construct the proposed diurnal equalization tanks and emergency storage basins in Pond 2, which would be accessed via a new access

road and bridge across the Cargill Channel. The existing berm between the Cargill Channel and the Pond 2 recirculation channel would require fortification along the outer edge of the proposed diurnal equalization and emergency storage basins for tidal flood protection, as would the location where the bridge would make landfall. Under the Master Plan as proposed, Pond 1 would be taken out of operation to accommodate construction of diurnal equalization and emergency storage facilities. Given the amount of treatment provided by Pond 2, it would not be possible to take Pond 2 out of service during construction. Under current conditions, return flow from the oxidation ponds is pumped from Pond 2 back to the main plant for additional treatment via a pump station located along the southeastern edge of Pond 2. Construction of diurnal equalization and emergency storage facilities in Pond 2 would require alterations to Pond 2's return flow facilities (pumping plant relocation and return flow pipeline extension, and installation of one or more temporary pipelines and pump stations to convey flows from the ponds to the main plant during construction). In addition, roughly half of the pipes that move water from the recirculation channel would need to be sealed off; this would affect pond hydraulics and the relative distribution of wastewater to the two ponds, potentially affecting effluent water quality. Modifications to the recirculation system would be necessary to prevent these changes in pond hydraulics. The remaining improvements proposed for implementation of the diurnal equalization and emergency storage would be similar to those described for the Master Plan, but would occur at the Pond 2 site. The area proposed for restoration following decommissioning of Ponds 1 and 2 would be similar in concept and acreage to that proposed under the Master Plan, as the size of the area used in Pond 2 would be the same as proposed for Pond 1 in the Master Plan.

Although the City operates pipelines adjacent to and across the Cargill Channel that convey effluent between the main plant and the oxidation ponds, the channel is owned by the U.S. Fish and Wildlife Service (USFWS). This alternative would require agreement between the City of Sunnyvale and the USFWS (as would the project as proposed and Alternative 2) as well as the support of numerous other resource agencies (including the US Army Corps of Engineers, RWQCB, the District, the Bay Conservation and Development Commission, and Coastal Conservancy).

2. **Comparison to the proposed project.** This alternative would entail far less activity along Moffett Channel than would the Master Plan. As a result, impacts related to raising the existing access road and filling Moffett Channel, such as impacts on special-status wildlife species, wetland habitat, protected trees, nesting birds, and visual quality would be reduced compared to the Master Plan. This alternative also reduces the area of Cargill Channel that would be affected. The extent of impacts on suitable habitat for special-status plants along Cargill Channel would thus be reduced relative to the Master Plan. However, direct impacts to the levee adjacent to these channels as part of access road construction would potentially increase impacts on western pond turtles compared to the Master Plan. With regard to aesthetics, constructing diurnal equalization and emergency storage in Pond 2 and attendant access road improvements would disrupt views of surrounding landscape, but effects would be less extensive (due to location of and extent of disturbed area associated with access road) than with the Master Plan. The diurnal equalization and emergency storage basins would be protected from tidal flooding

because they would be constructed to an appropriate elevation and protected by the fortified berm along the outer edge of the basins, and construction of the new access road and bridge would include the same considerations regarding 100-year flood hazard and future sea level rise as the Master Plan. Because Pond 2 provides more treatment capacity than Pond 1, would have to remain in service during construction, and would require modifications to return flow and pond circulation facilities, Alternative 3 would increase the risk of process upsets, which in turn could result in permit violations and adverse impacts on receiving water quality and beneficial uses. Similar to the Master Plan, about 400 acres of the oxidation ponds would be available for restoration with this alternative, and thus would have a similar beneficial effect.

Other impacts of Alternative 3 would be the same as or similar to impacts identified for the Master Plan, including traffic and noise generated during construction and operation of the WPCP, air quality impacts, water quality impacts (except as related to increased likelihood of risk of upset), effects on the Alviso Historic District cultural landscape, changes in flooding patterns and potential for flood damage to structures, and interference with the movement of native birds.

3. **Finding.** This alternative would reduce the extent of potentially significant impacts to biological resources and floodwater conveyance along Moffett Channel. The extent of change to visual character of the landscape would be less extensive than with the Project. However, construction of the diurnal equalization tanks and emergency storage basins within Pond 2 would incrementally increase the likelihood of occurrence of upset conditions and potential permit violations due to associated engineering and treatment challenges and would potentially affect western pond turtles. This alternative would not reduce any significant or unavoidable impacts of the Project. Other impacts would generally be similar to those identified for the Master Plan. This alternative would likely result in higher costs, reducing its ability to meet objectives related to costs or flexibility to respond to financial uncertainty, but would otherwise meet most of the basic objectives of the Master Plan. However, this alternative does not meet the project objectives to the same extent as the project. This alternative, implemented with Alternative 5, is the environmentally superior alternative.

#### **E. Alternative 4: Diurnal Equalization and Emergency Storage in SCVWD Pond A4**

1. **Description.** Like Alternative 3, the intent of this alternative is to reduce impacts attributable to proposed Master Plan improvements to the existing pond access road and provision of flood protection for the proposed diurnal equalization and emergency storage basins in Pond 1. However, under this alternative the diurnal equalization and emergency storage basins and attendant flood protection would instead be constructed within SCVWD Pond A4, much closer to the main plant than either the proposed project or Alternative 3. Constructing these facilities closer to the main plant is preferable to a site within either Pond 1 or Pond 2, where the facilities would be almost completely surrounded by water and wetlands (managed ponds and Moffett Channel). Locating the facilities as close as practicable to the land mass would be advantageous in terms of constructability, ease of operations and maintenance, long-term flood protection and shoreline resilience, and restoration (particularly if the Cargill Channel and the balance of

SCVWD Pond A4 were restored as well), and would be more conducive to integrated flood control and restoration concepts such as a horizontal levee or seepage slope.

Under this alternative, a new access road and associated pipeline connections for the diurnal equalization and emergency storage facilities would be constructed at the northeast corner of the main plant. As with the proposed project, the City would also construct an equalization pump station and plant water supply pipeline for washdown uses for the diurnal equalization and emergency storage facilities. The acreage of the area proposed for restoration by the City following decommissioning of Ponds 1 and 2 would be greater than proposed under the Master Plan. The remaining improvements would be similar to those described in Chapter 3 for the Master Plan.

2. **Comparison to the proposed project.** While this alternative would lessen some impacts, it would worsen others. Compared to the Master Plan, this alternative would substantially increase the loss of open water habitat that is considered waters of the U.S. and/or state, because SCVWD Pond A4 is considered jurisdictional waters of the U.S. and/or state, whereas Ponds 1 and 2 are not expected to be considered jurisdictional. This alternative would lessen impacts on special-status wildlife species, specifically salt marsh mammals and marsh-associated birds and other nesting birds compared to the Master Plan (because it would lessen impacts on Moffett Channel), and would lessen impacts on Western pond turtle and special-status fish species (because it would lessen impacts in the vicinity of Sunnyvale West Channel). However, impacts to pond-associated birds would be incrementally greater than with the proposed project because a portion of SCVWD Pond A4 would be developed. This alternative would also reduce potential impacts to protected trees since fewer trees would need to be removed compared to the proposed project. Constructing diurnal equalization and emergency storage in SCVWD Pond A4 and constructing the attendant access road would disrupt views of the surrounding landscape, but effects would be incrementally less extensive (due to the location and extent of disturbance associated with the access road) than with the Master Plan. With respect to water quality, because the area proposed for restoration would be somewhat greater, the potential for mercury resuspension and methylation would be greater as well. In addition, construction of diurnal equalization and emergency storage facilities in Pond A4 would avoid the increased risk of upset and resultant water quality impacts associated with construction in Ponds 1 or 2.
3. **Finding.** While this alternative would reduce significant impacts on biological resources in Moffett Channel and Sunnyvale West Channel, construction of diurnal equalization and emergency storage in SCVWD Pond A4 would increase the extent of loss of open water and wetland habitat. The area available for restoration would be greater, with associated increases in potential mercury resuspension and methylation. The extent of change to visual character of the landscape would be less extensive than with the Project, however. All other impacts associated with this alternative would be similar to those associated with the proposed project. This alternative would not reduce any significant unavoidable impacts of the Project. This alternative would likely result in higher costs, reducing its ability to meet objectives related to costs or flexibility to respond to financial uncertainty, but would otherwise meet most of the basic objectives of the Master Plan. The City does not own or otherwise control SCVWD Pond A4; as such, the feasibility of



this alternative depends on the cooperation and concurrence of the District (owner of SCVWD Pond A4), and various permitting agencies. The use of SCVWD Pond A4 would require an agreement between the City of Sunnyvale and the District. In addition, this potential alternative—as well as the proposed project and Alternatives 2 and 3—should be considered in conjunction with plans for regional flood protection, currently in the early stages of planning.

#### **F. Alternative 5: Construction Emissions Reduction Alternative**

1. **Description.** The intent of this alternative is to reduce significant unavoidable impacts associated with construction-phase NO<sub>x</sub> and other criteria pollutant emissions. Criteria pollutant emissions could not be estimated for Stage 1A, Existing WPCP Rehabilitation, Stage 4A, Split Flow Conventional Activated Sludge Expansion (Diurnal Equalization), and Stage 5A (Decommissioning of Ponds 1 and 2); consequently, emissions occurring during construction of these improvements were assumed to be significant and unavoidable. Based on experience with projects of comparable scale and type, NO<sub>x</sub>, and potentially ROG, emissions are considered more likely to exceed significance thresholds than emissions of other criteria pollutants generated during construction.

The Construction Emissions Reduction Alternative would require of all contractors that off-road equipment greater than 50 horsepower be equipped with engines that meet or exceed U.S. EPA “Tier 4” emission standards. The Tier 4 emissions standards for off-road engines began implementation in model year 2008 for certain engines and for all engines types in 2012. Recent analysis indicates that 22 percent of the statewide off-road equipment fleet is equipped with Tier 4 engines as of 2014. This alternative would also include the development of a Construction Emissions Minimization Plan as part of the project. The contents of the Plan would include but not be limited to:

- i. Certification by the City or contractor that all off-road equipment greater than 50 horsepower will have engines that meet U.S. EPA Tier 4 emissions standards
- ii. Require that all construction equipment, diesel trucks, and generators operate on clean diesel fuels. These products can reduce NO<sub>x</sub> emissions by 14.5 percent and are available within 6 miles of the project site
- iii. Truck idling time limits and signage
- iv. Equipment maintenance and tune up requirements
- v. Construction equipment usage reporting requirements
- vi. City certification of compliance with the Plan
- vii. Avoid overlapping construction stages requiring extensive haul of materials (greater than 10,000 cubic yards)

The construction timeframes and stages proposed for implementation of the Master Plan would likely be extended because there is less equipment available that meets the highest Clean Air Act emissions standards (e.g., Tier 4 engines) and it may therefore be less available due to demand for such equipment, and because this alternative requires that

some construction stages (i.e., those involving substantial earthwork and attendant truck trips) be implemented in succession rather than concurrently, to avoid exceeding daily emissions limits. All other aspects of the Master Plan would be the same. This alternative could be combined with Alternatives 2, 3, or 4.

2. **Comparison to the proposed project.** NO<sub>x</sub>, ROG, and particulate matter emissions, and associated impacts on public health and the environment, would be reduced under this alternative compared to the project. In particular, construction-phase NO<sub>x</sub> emissions for all Master Plan improvements including 1A, Existing WPCP Rehabilitation, 4A, Split Flow Conventional Activated Sludge Expansion (Diurnal Equalization), and 5a, Decommissioning of Ponds 1 and 2, could be reduced to less-than-significant levels. All other proposed aspects of the Master Plan would remain the same, and impacts would be the same as or similar to those identified for the Master Plan with the exception of air quality impacts during construction. However, since construction duration could increase, the duration of the period during which some impacts could occur (e.g., impacts associated with construction traffic, construction noise, and accidental release of hazardous materials) could increase.
3. **Finding.** Alternative 5 would reduce the potential for air quality violations to less-than-significant levels by requiring the use of construction equipment engines that meet or exceed U.S. EPA Tier 4 emissions standards, but could result in longer construction duration with subsequent increases in associated impacts. All other impacts would be similar to those resulting from the proposed project. This alternative, implemented with Alternative 3, is the environmentally superior alternative. However, this alternative would likely result in higher costs, reducing its ability to meet objectives related to costs or flexibility to respond to financial uncertainty, and would also prolong the overall construction schedule, potentially increasing costs, prolonging other construction phase impacts, and delaying attainment of other Master Plan objectives (such as meeting regulatory requirements). For these reasons, this alternative is considered infeasible.

## IX. STATEMENT OF OVERRIDING CONSIDERATIONS

The City Council of the City of Sunnyvale adopts and makes the following Statement of Overriding Considerations regarding the significant, unavoidable impacts of the Project and the anticipated benefits of the Project.

The Council has carefully balanced the benefits of the Project against any adverse impacts identified in the PEIR that could not be feasibly mitigated to a level of insignificance. Notwithstanding the identification and analysis of impacts that are identified in the PEIR as being significant and which have not been eliminated, lessened or mitigated to a level of insignificance, the Council, acting pursuant to CEQA Guidelines Section 15092 and 15093, hereby determines that significant effects on the environment found to be unavoidable in Section VII above (temporary effects on air quality during construction, loss of ruddy duck habitat upon pond restoration, and secondary effects of growth), are acceptable due to overriding concerns described herein. Based on the objectives identified in the proposed project and PEIR, the Council has determined that the Project should be approved, and the unmitigated environmental impacts attributable to the Project are outweighed by the following specific environmental,

technological, economic, fiscal, and other overriding considerations, each one being a separate and independent basis upon which to approve the Project. Substantial evidence in the record demonstrates that the City would drive the benefits listed below from adoption and implementation of the Project.

- A. The Project incorporates all feasible mitigation measures to reduce potential environmental impacts to the greatest extent feasible. No feasible mitigation measures have been identified to mitigate the significant and unavoidable adverse effects of the Project.
- B. The Plant has operated continuously since its construction in 1956. The Master Plan improvements would upgrade, replace, and repair facilities and equipment at the Plant to meet new safety and technology standards, including improving protection from flood or earthquake damage, thus addressing repair and replacement needs identified in condition assessments completed by the City in 2009.
- C. The improvements to treatment processes in the Project, including the phasing of the improvements, are designed to ensure ongoing compliance with current and future water quality regulations, as well as with biosolids quality and air quality requirements. Protection of public and environmental health is the purpose of the City's compliance with these requirements.
- D. Phasing of the Project would maximize the useful life of existing facilities while protecting the WPCP from flooding risks associated with sea level rise.
- E. The potential environmental benefits of decommissioning and restoration of the oxidation ponds could include creation of habitat and protection of the Plant and surrounding low-lying areas from flooding and other hazards associated with sea level rise. Decommissioning and restoration of the ponds would also be consistent with regional flood protection and restoration planning in the South Bay.
- F. Technological improvements proposed in the Project would not only ensure water quality requirements are met currently and into the future, but would allow the City flexibility to expand recycled water supplies, consistent with the City's long-term goal to reuse 100 percent of all wastewater generated at the WPCP as stated in the 2000 Recycled Water Master Plan.
- G. Proposed improvements to facilities associated with power generation, waste heat use, standby power, and power distribution at the Plant would reduce reliance on natural gas, consistent with the 2014 Climate Action Plan goal of increasing the amount of renewable energy produced in Sunnyvale.

The above statements of overriding considerations are consistent with, and substantially advance, the following goals and policies of the City's General Plan:

*Goals EM-7:* Continue to operate and maintain the water pollution control plant, using cost effective methods, so that all sewage and industrial wastes generated within the city receive

sufficient treatment to meet the effluent discharge and receiving water standards of regulatory agencies.

*Policy EM-7.1:* Monitor water pollution control plant operations and maintenance to meet regulatory standards.

*Policy EM-7.4:* Produce quality recycled water and seek to maximize the use of this resource.

*Policy SN-1.2:* Take measures to protect life and property from the effects of a 1 percent (100 year) flood.

*Policy SN-1.4:* Monitor and plan for hydraulic changes due to global warming, earthquakes, and/or subsidence.

Based on the detailed findings made above, the City Council hereby finds that environmental, technological, legal, and economic considerations outweigh the remaining environmental effects of approval and implementation of the Project, and the City Council hereby concludes that the Project should be approved.

## **X. MITIGATION MONITORING AND REPORTING PROGRAM**

The Mitigation Monitoring and Reporting Program ("MMRP") sets forth specific monitoring actions, timing requirements and monitoring/verification entities for each mitigation measure adopted in this Exhibit A, in compliance with Public Resources Code Section 21081.6(a)(1) and CEQA Guidelines Section 15097. The City Council hereby adopts the MMRP and determines that compliance with the MMRP is a condition of approval of the Project.

## **XI. THE RECORD**

The environmental analysis provided in the PEIR and these findings are based on and are supported by the following documents, materials and other evidence, which constitute the administrative record for the approval of the Project:

- A. All materials for the Project and supporting documents prepared for the Master Plan, including but not limited to those materials constituting the Project and listed in Section III of this Exhibit A.
- B. The NOP, comments received on the NOP and all other public notices issued by the City in relation to the PEIR (e.g., Notice of Availability).
- C. The Draft PEIR, the Final PEIR, all appendices to any part of the PEIR, all technical materials cited in any part of the PEIR, comment letters, oral testimony, responses to comments, as well as all of the comments and staff responses entered into the record orally and in writing between February 29, 2016 and April 14, 2016, as well as accompanying technical memos or evidence entered into the record.
- D. All non-draft and/or non-confidential reports and memoranda prepared by the City and consultants related to the PEIR, its analysis and findings.

- E. Minutes and transcripts of the discussions regarding the Project and/or Project components at public hearings or scoping meetings held by the Department of Public Works and the City Council.
- F. Staff reports associated with Department of Public Works and Council Meetings on the Project and supporting technical memoranda and any letters or other material submitted into the record by any party; and
- G. Matters of common knowledge to the City Council which they consider, such as the Sunnyvale General Plan, any other applicable specific plans or other similar plans, and the Sunnyvale Municipal Code.

## **XII. LOCATION AND CUSTODIAN OF RECORDS**

The documents and other materials that constitute the record of proceedings on which the Council findings regarding the mitigation measures and statement of overriding considerations are based are located and in the custody of the Department of Public Works, 456 West Olive Avenue, Sunnyvale, California 94086. The location and custodian of these documents is provided in compliance with Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines Section 15091(e).

## **XIII. FILING NOTICE OF DETERMINATION**

The Council hereby directs the Department of Public Works to file a Notice of Determination regarding the approval of the Project within five business days of adoption of this resolution.

# The WPCP Master Plan

## Executive Summary

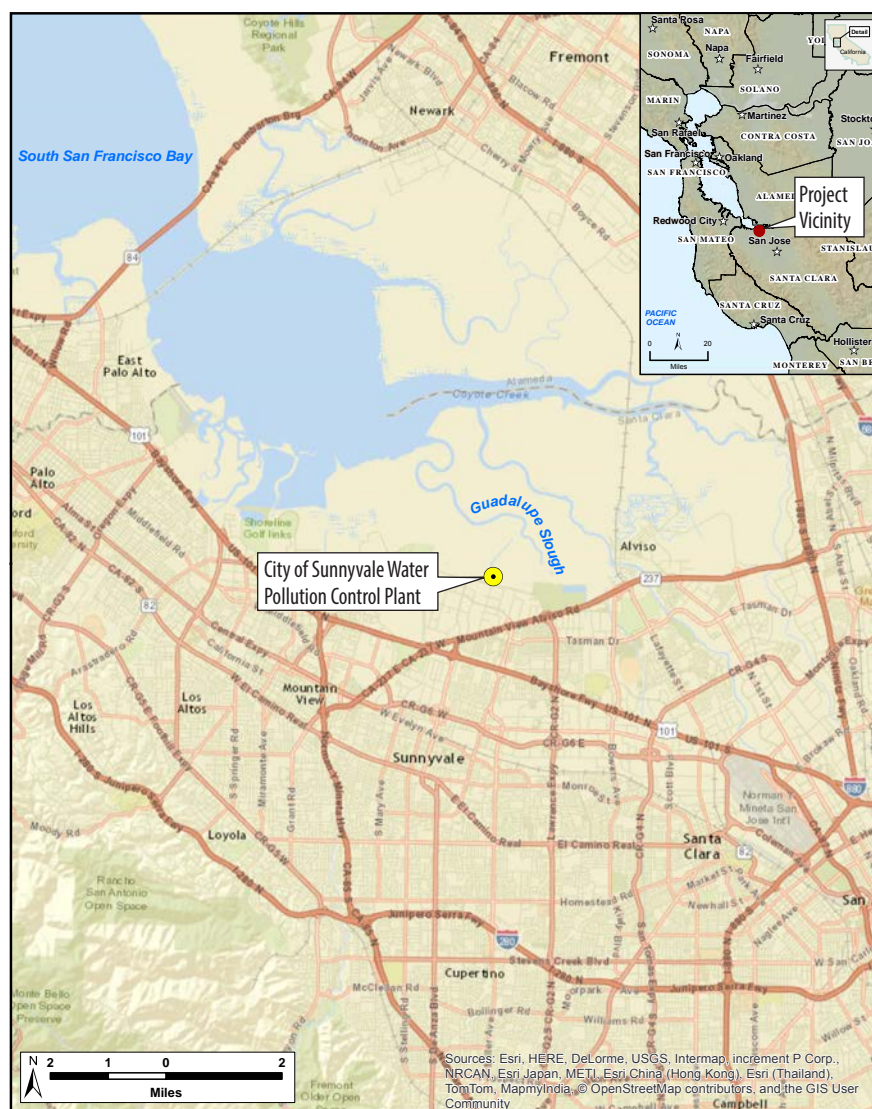
## The Donald M. Somers Water Pollution Control Plant

### Purpose of the Plant

The Donald M. Somers Water Pollution Control Plant (WPCP) provides treatment of wastewater from residential, commercial, and industrial sources from the City of Sunnyvale, the Rancho Rinconada portion of Cupertino, and Moffett Federal Airfield. The WPCP is designed to combine physical, chemical, and natural biological processes to treat wastewater. This wastewater treatment process provides advanced treatment to produce a high quality effluent, suitable

for discharge into the San Francisco Bay (Bay) under a National Pollutant Discharge Elimination System (NPDES) permit.

In addition to preventing pollution, the WPCP is a source of recycled water and renewable power, reducing demand on the potable water supply and returning power to the grid. Over the next 20-plus years, the City will take advantage of recent technological innovations, transforming the WPCP into a highly-automated resource recovery center.

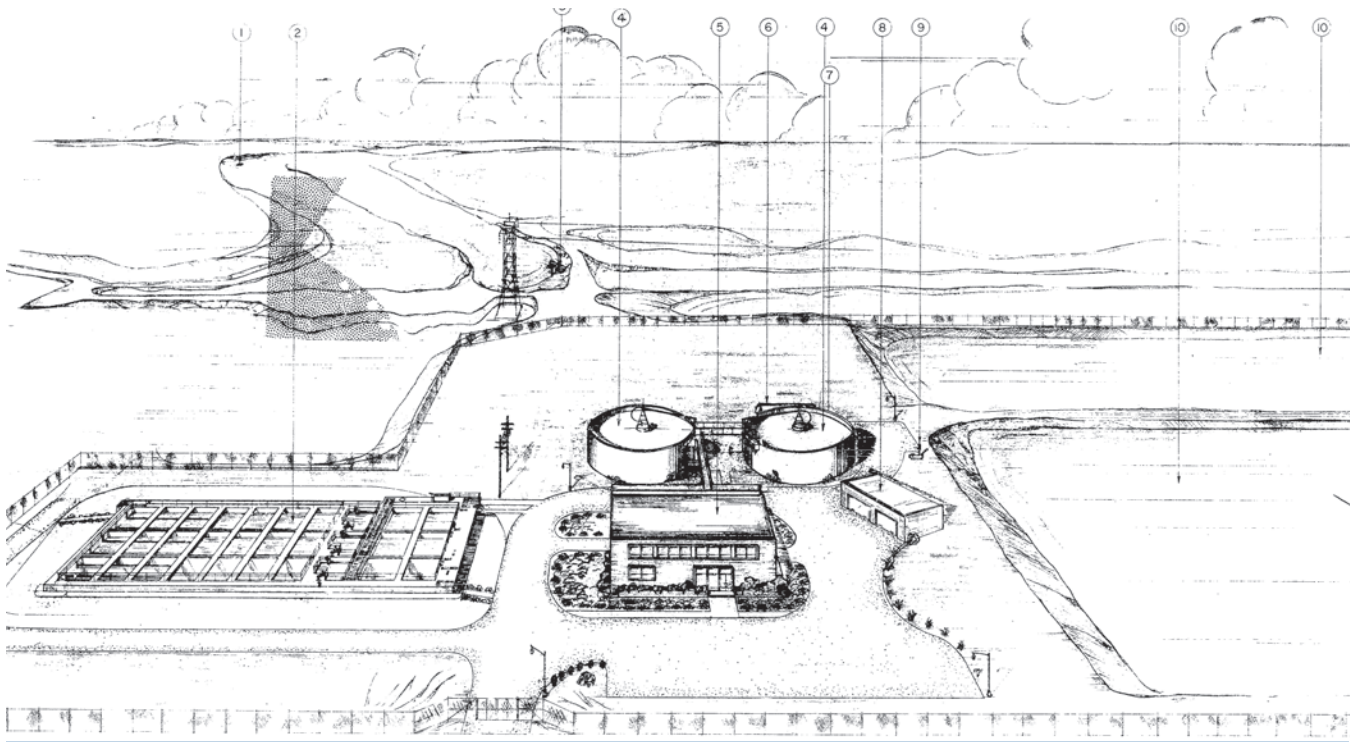


### WASTEWATER TREATMENT TERMS

- ❖ **Flow:** Daily volume of water that moves through a facility; measured in millions of gallons per day (MGD)
- ❖ **Load:** The mass of solids and organic material carried into the plant as part of wastewater
- ❖ **Preliminary treatment:** Initial treatment step which removes larger material, like grit and paper, from wastewater
- ❖ **Primary treatment:** Gravity settling step which removes solid material that floats or sinks
- ❖ **Secondary treatment:** Biological treatment step which removes organic matter
- ❖ **Tertiary treatment:** Filtering, disinfecting, and dechlorinating the wastewater, making it clean for discharge
- ❖ **Final Effluent:** Cleaned water that is piped out of the treatment plant
- ❖ **Recycled water :** Final effluent which is distributed through purple pipes for irrigation, decorative ponds, and other non-potable uses
- ❖ **Biogas:** Byproduct of wastewater treatment that can be used as fuel; similar to natural gas
- ❖ **Cogeneration:** Using an internal combustion engine to produce heat and electrical power from biogas, rather than purchasing it from PG&E
- ❖ **Biosolids:** Organic byproduct of wastewater treatment; biosolids resemble dark soil and can be used as a nutrient-rich soil amendment



## The Plant — Then and Now



1955 Sketch of the Plant

### History of the Plant

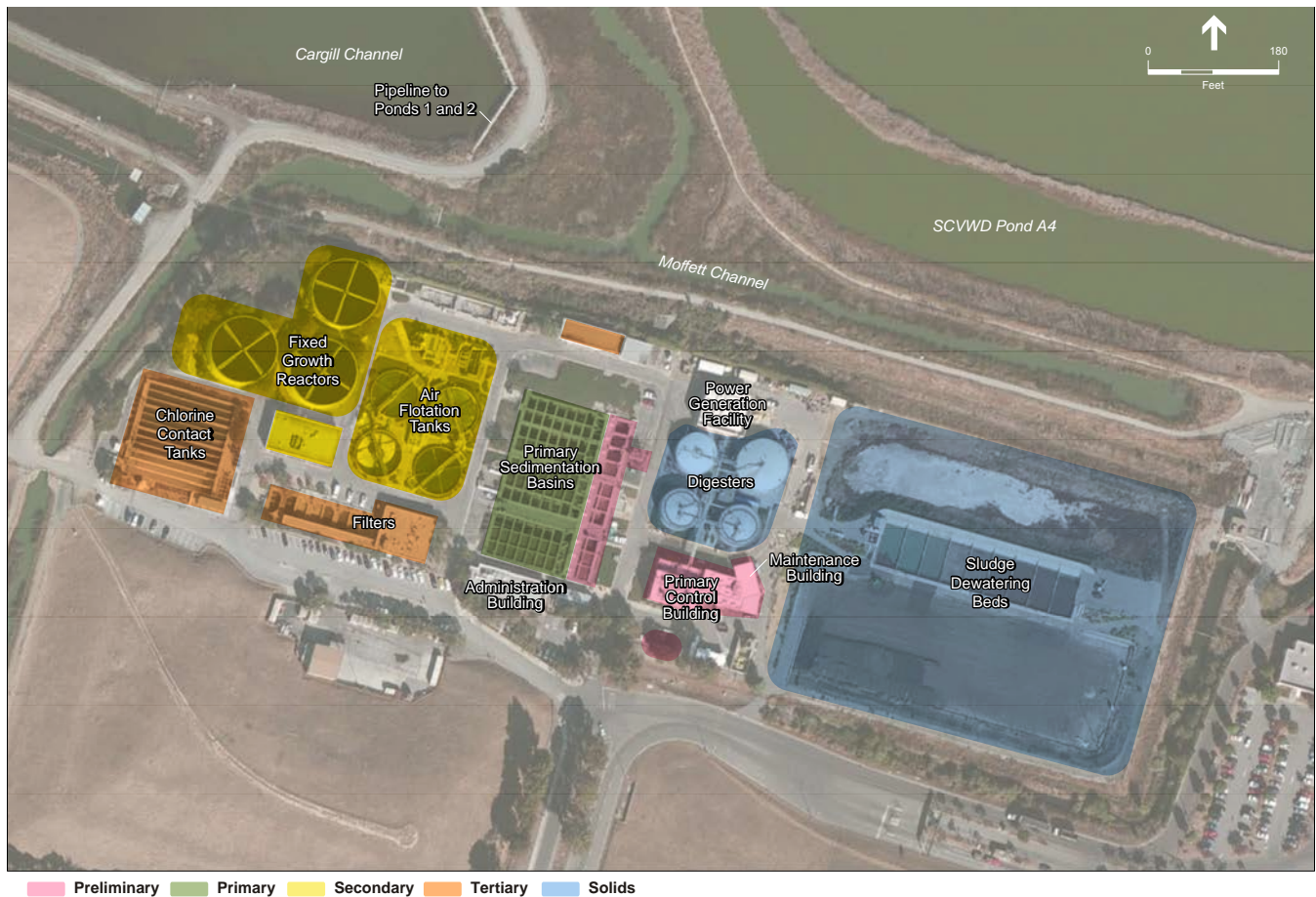
When first constructed in 1956, the WPCP consisted only of primary treatment facilities. As the population boomed, the plant was expanded to increase capacity. Ponds were purchased from the Leslie Salt Company (which is now Cargill) to naturally treat the effluent and avoid depleting the oxygen in the Bay's aquatic ecosystem. In the 1970s, the enactment of the Clean

Water Act prompted the construction of additional treatment processes to improve effluent quality.

The final upgrade to increase the WPCP to its present capacity was completed in 1984. While minor projects have continued, no major facility changes have occurred in more than 30 years.

### SUNNYVALE CLEAN WATER PROGRAM - HISTORY TIMELINE





*Aerial view of the WPCP*

## The Plant Today

Today, the WPCP handles wastewater treatment for more than 148,000 residents and business people. In its present form, the WPCP is designed to treat 29.5 million gallons of wastewater per day (MGD). While “wastewater treatment” may sound simple, it involves a number of physical, chemical, and natural biological process steps and facilities to get the job done. The three major treatment levels are primary, secondary, and tertiary treatment. Throughout the treatment, the WPCP focuses with great attention on these imperatives: safety, compliance, efficiency, and cost-effectiveness.

Some 60 talented employees from various backgrounds keep the WPCP humming and in service. Staffing includes managers, operations

staff, maintenance staff, laboratory staff, industrial pretreatment inspectors and technicians, compliance and technical support. WPCP operations are performed by a highly skilled group of State Water Board-certified Operators organized into five shifts. A minimum of four Operators are on duty at all times.

With decades of operation under its belt, some components of the WPCP are nearing the end of their useful lives and much of the aging infrastructure needs replacing. Fortunately, the City is well into planning for the future.



## Three Steps for Effective Treatment

The Water Pollution Control Plant is a tertiary treatment facility (three major steps) serving the City of Sunnyvale. The objective of the Plant is to remove pollutants and produce a high quality effluent suitable either for safe discharge to the South San Francisco Bay or for non-potable (non-drinking) uses. The Plant combines physical, chemical, and natural biological processes to consistently maintain this high quality.

### PRIMARY TREATMENT:

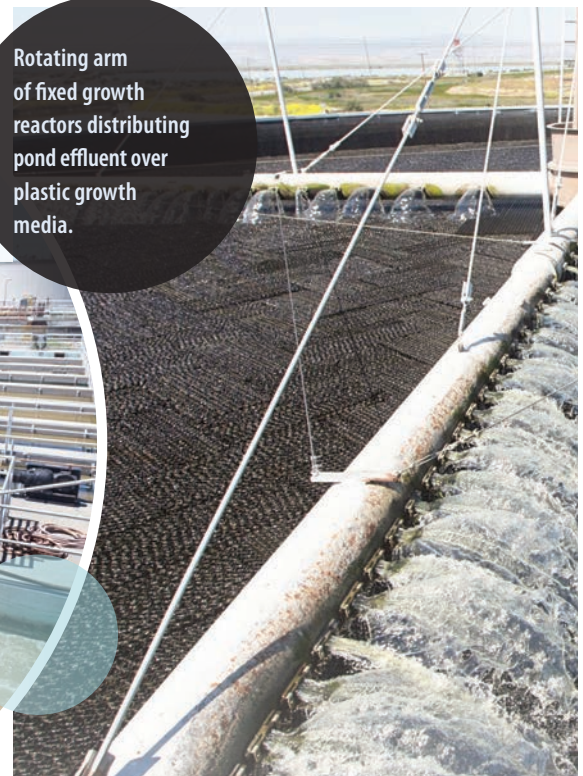
**Main objective:** remove solids, influent screening/grinding, raw sewage pumping and metering, grit removal and primary sedimentation. Following primary treatment, 60% of influent solids will have been removed.



Preaeration tanks and primary sedimentation basins.

Secondary Treatment: aerial Photo of 440 Acres of Oxidation Ponds

Rotating arm of fixed growth reactors distributing pond effluent over plastic growth media.



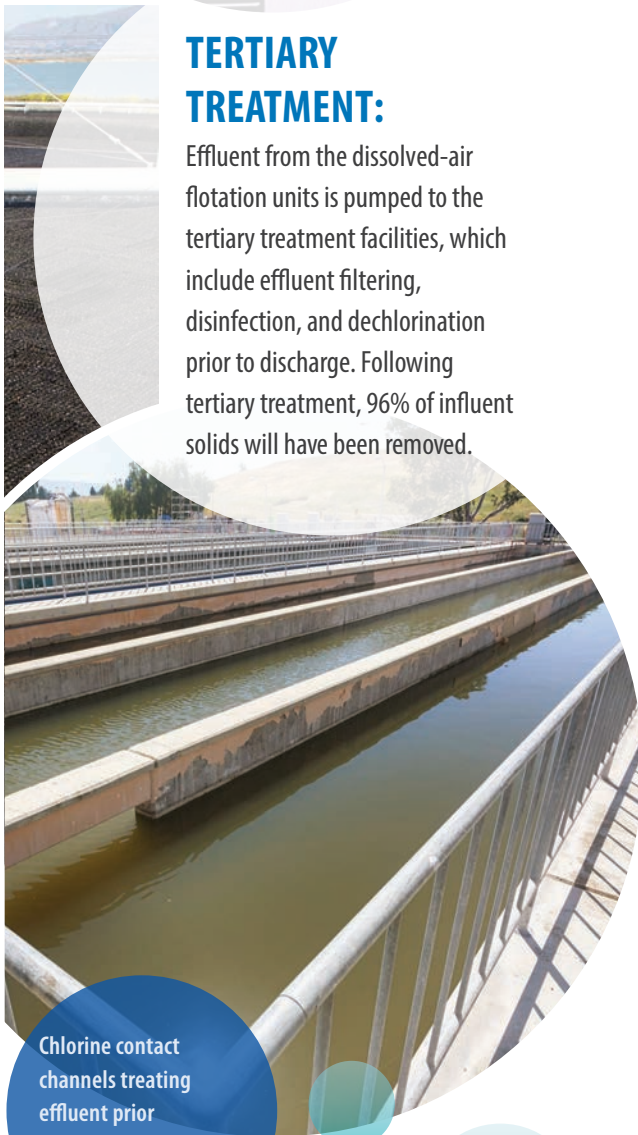
### SECONDARY TREATMENT:

Biological treatment using 440 acres of oxidation ponds and fixed-growth reactors. The goal of secondary treatment is to remove most of the remaining dissolved and suspended solids and nutrients. After most of the heavy solids have been removed, the water flows by gravity into the ponds, from where it is pumped to the fixed-growth reactors, followed by the dissolved-air flotation units. Following secondary treatment, 92% of influent solids will have been removed.



### **TERTIARY TREATMENT:**

Effluent from the dissolved-air flotation units is pumped to the tertiary treatment facilities, which include effluent filtering, disinfection, and dechlorination prior to discharge. Following tertiary treatment, 96% of influent solids will have been removed.



Chlorine contact channels treating effluent prior to discharge to Moffett Channel.

## **The Water Pollution Control Plant Master Plan**

### **Master Plan Purpose**

The Master Plan will serve as a long-term guide for replacing the WPCP's facilities and operations. The purpose of the Master Plan is to ensure that the WPCP can meet changing regulations, treat existing and projected wastewater flows reliably and cost-effectively, and increase recycled water production.

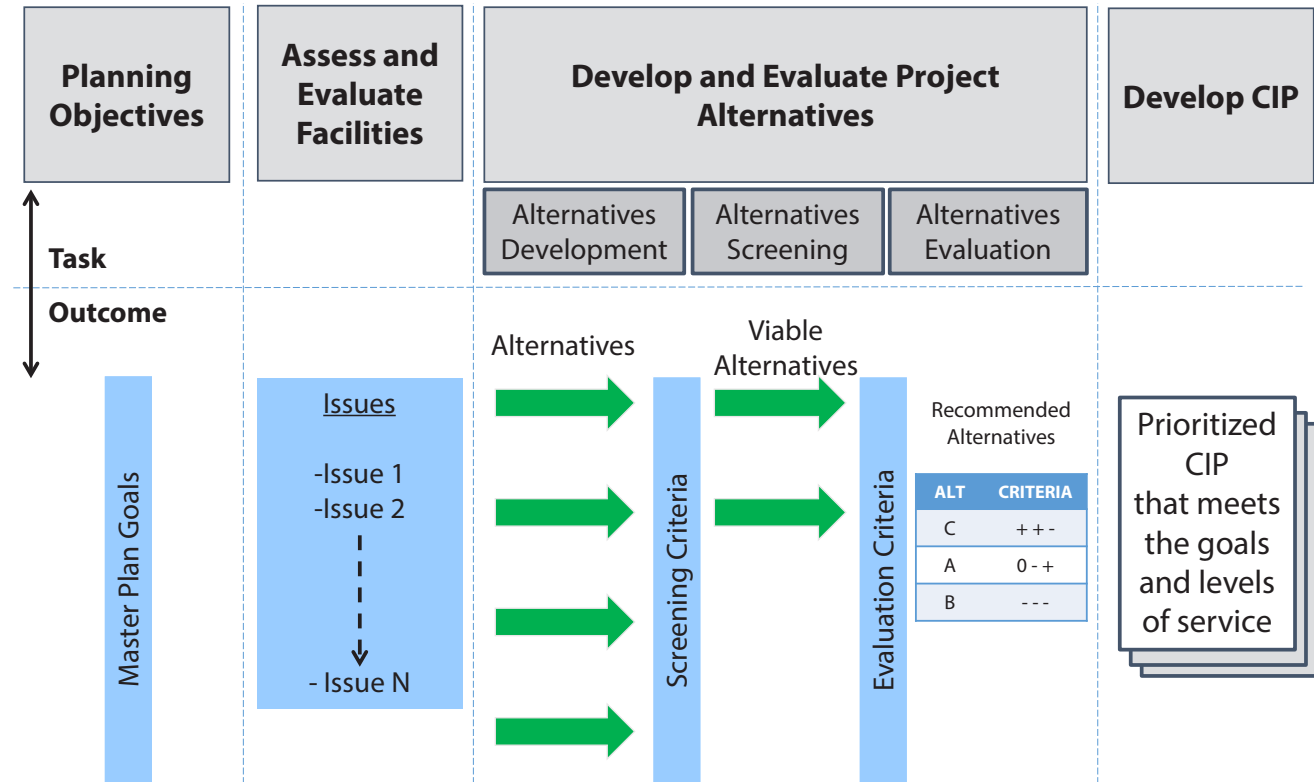
### **Master Plan Objectives**

The City established overall objectives for the Master Plan in 2013. These objectives include:

1. Meet current and future water quality, biosolids and air quality treatment needs.
2. Minimize capital and operational costs for rate payers.
3. Add efficiency through innovative technologies and by promoting water recycling.
4. Provide a more reliable power supply through renewable energy produced by the Plant.
5. Maximize use of space and enhance safety.
6. Meet regulatory requirements.
7. Provide flexibility related to financial and regulatory uncertainty.
8. Maximize the useful life of existing facilities.
9. Incorporate back-up plans and facilities to ensure uninterrupted operations.
10. Protect against flooding and risks of sea level rise.

## Master Planning Process

The Master Plan identifies challenges confronting the WPCP, evaluates solutions to overcome these challenges, and presents recommendations for the best path forward. These recommendations were developed through a multi-year analytical and collaborative process, utilizing national wastewater experts and engaging both internal and external stakeholders.



### Building on Previous Studies

In 2006, a condition assessment of the WPCP's aboveground assets was conducted. This assessment estimated the remaining useful life of the WPCP's equipment, piping, and structures and identified near-term needs for repair and replacement. The condition assessment consultant recommended that the City proceed with a facilities Master Plan, so that needed replacements could be implemented efficiently.

In 2008-2011, a Strategic Infrastructure Plan (SIP) was completed, and peer reviews were conducted. The SIP compared the broad alternative of renovating and optimizing the existing plant facilities against the broad alternative of generally replacing the existing facility with new treatment processes. Council considered the outcome of the SIP in 2011 and again in 2012, and issued direction to proceed with developing a plan that included reconstructing the plant with new treatment processes.



Channel Monster corrosion

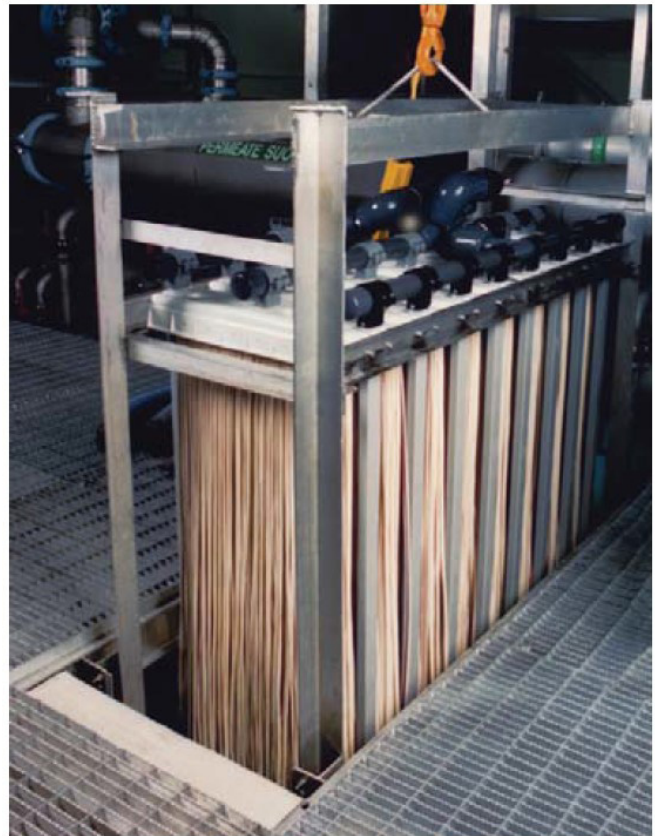


## Site Planning and Alternatives Analysis

After validating and updating the assumptions from the SIP, the Master Plan drilled down to identify the specific site layout, treatment process technologies, support facility configurations, and design standards that will be used as the plan is executed. For each issue, the master planning consultant developed several alternatives and presented the pros and cons in a series of formal workshops with the City. The resulting decisions and supporting analysis are documented in technical memoranda. All reports were independently reviewed by the program management consultant.

In addition to contending with the urgent issue of failing infrastructure, the Master Plan addresses the complex technical decision of how to solve the WPCP's reliance on natural ponds for secondary treatment. Since temperature and other natural parameters are not easily controlled in the ponds, treatment effectiveness is subject to seasonal variability. This variability will not be sufficient to meet future water quality requirements. Plus the pond levees are all in varying condition of disrepair and are subject to further damage and inundation due to sea level rise. To solve these challenges while maximizing the benefit of existing infrastructure, the master plan centers on a split flow concept: most flow will be treated in new conventional activated sludge (CAS) facilities, and the existing facilities will help during periods of high flow. Beyond 20 years, depending on actual flows, regulatory requirements and the state of the levees and original infrastructure, the second phase of the CAS facilities will be built and the ponds will be repurposed for other beneficial uses, such as further polishing of the treated effluent, wildlife habitat, and terraced levee creation for protection from sea level rise.

As an alternative to the split-flow CAS implementation, the Santa Clara Valley Water District (SCVWD) has funded an engineering evaluation for a water purification facility (WPF) that uses a membrane bioreactor (MBR) to treat wastewater to indirect potable reuse standards. The City and SCVWD have formed a recycled water joint committee to provide policy direction on partnership opportunities between the two agencies, including exploration of the WPF. This concept reflects current regional water supply planning efforts, including the South Bay Water Recycling Strategic and Master Plan, which identify recycled and purified water sources as significant supply additions for Santa Clara County.

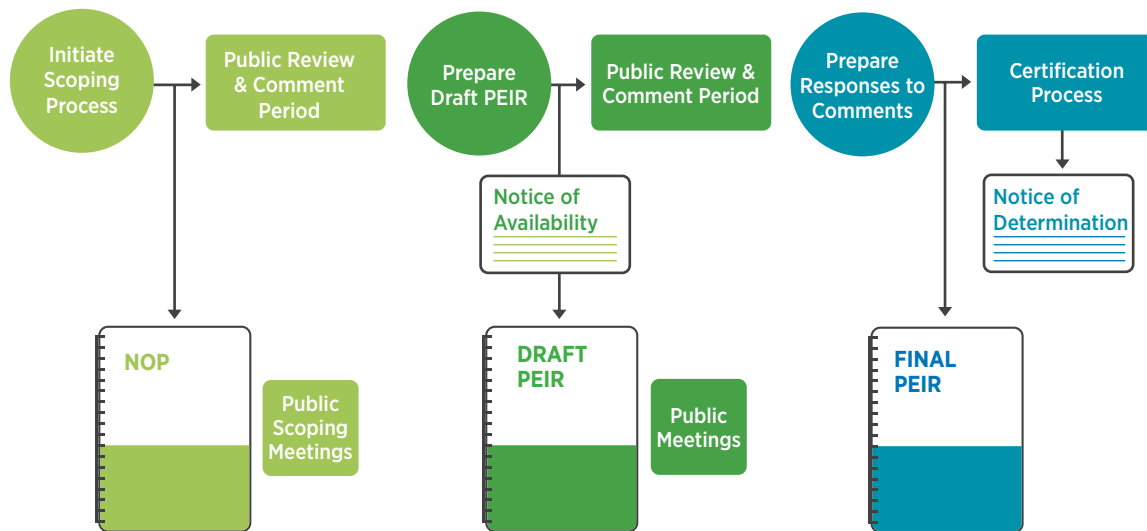


*Membranes in an example MBR facility*

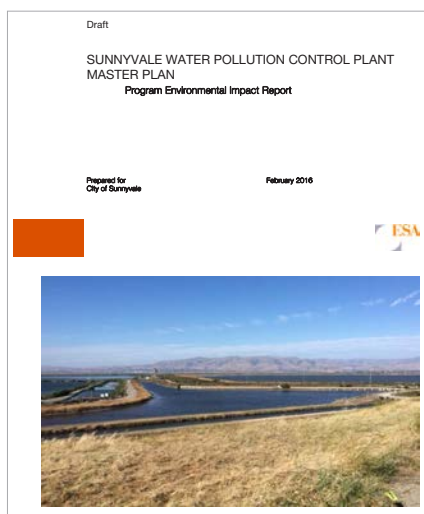
## Stakeholder Involvement and the Program Environmental Impact Report (PEIR)

Potential environmental impacts of both implementations are analyzed in the Program Environmental Impact Report (PEIR), pursuant to the California Environmental Quality Act (CEQA). The purpose of a PEIR is to provide public agencies and the public with detailed information about the effects and cumulative impacts which a series of proposed activities are likely to have on the environment. Beyond identifying environmental impacts, a PEIR

also identifies ways to mitigate those impacts. The PEIR process provides for technical study of a variety of environmental issues, as well as public input and participation. The City has hosted open houses, conducted tours, published newsletter articles, and established a website to communicate these changes to the public. In addition, the SCVWD is engaged in extensive outreach efforts related to potable reuse planning highlighting the regional efforts to boost water supplies, including the WPF alternative at the Sunnyvale WPCP.



### CEQA Process for Program EIR (PEIR)



### STAKEHOLDER INVOLVEMENT

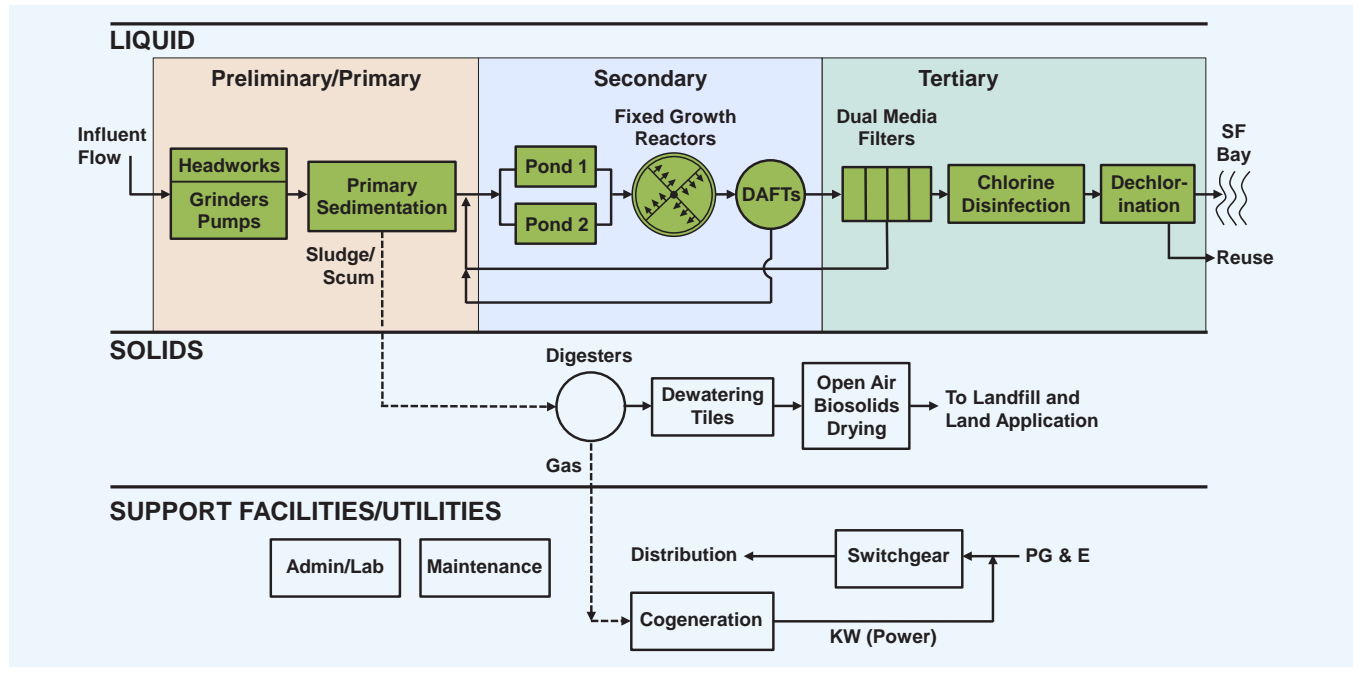
Throughout the master planning and PEIR process, the City has worked collaboratively with the public and other agencies in the region. The City presented an overview of the improvements to the Regional Water Quality Control Board in 2014 and the State Water Resources Control Board in 2015. Santa Clara Valley Water District has partnered with the City on a possible alternative that would allow them to inject purified effluent into their aquifer to be reused as drinking water.



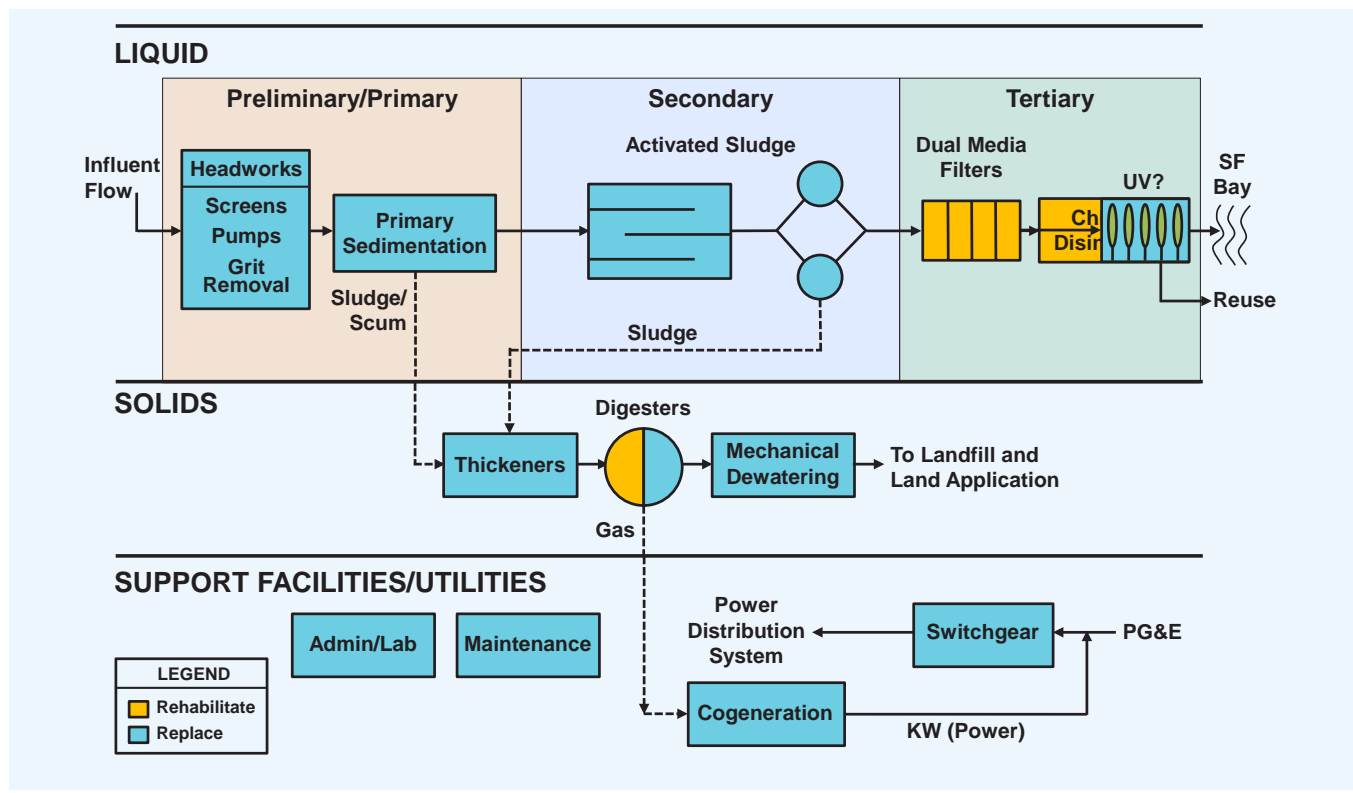
## The Water Pollution Control Plant Transformation

The master planning process concludes with a roadmap for two Capital Improvement Programs (CIPs): CAS and MBR. These CIPs define projects, their schedules, costs, and linkages with other projects within the program.

If SCVWD commits to provide funding for the MBR option, the MBR CIP will be implemented. Otherwise, the CAS CIP will be implemented.



Existing WPCP Flow Schematic



Proposed WPCP Flow Schematic

## Project Drivers

The projects identified in the Master Plan were developed in response to five drivers: Condition, Economic Savings, Regulations, Policy Decisions, and Flows & Loads. In many cases, a project may be triggered by more than one driver.

### 1. Condition

Aging infrastructure is the most urgent challenge facing the WPCP today. Projects with a Condition trigger will be implemented as facilities reach the end of their useful life. For example, the primary treatment facility and the primary effluent pipeline are past the end of their economic life. Extensive repairs to air floatation tanks (AFTs) were completed in 2015. Other components of the secondary and tertiary treatment processes have been gradually deteriorating. Implementing the split-flow CAS concept means many elements of these treatment processes will stay in service longer than if the WPCP converted to CAS all at once. To get the most of the existing equipment and facilities, an additional condition assessment will be conducted in 2017 to confirm which assets need to be rehabilitated or replaced.



*Older structures show signs of deterioration*

### 2. Economic Savings

Projects with an Economic Savings trigger will be implemented when doing so can reduce operating and maintenance costs sufficiently to offset the capital cost of the project. By recovering resources that would otherwise be eliminated as waste, the WPCP is able to save money and function more sustainably. For example, upgrading the cogeneration facility with modern equipment will reduce maintenance costs and increase the efficiency of heat and power generation. In addition to the hot water needed for plumbing, the WPCP has four large tanks (digesters) that must be kept around 95°F so the bacteria that treat sludge can thrive. Without its own means of generating heat and power, the WPCP's utility bill would be very high.



*Modern cogeneration engines efficiently convert biogas to heat and power*

### 3. Regulations

The Regional Water Quality Control Board (RWQCB) regulates discharges into the Bay through NPDES permits. Every five years, the WPCP must obtain a permit renewal. The quality of recycled water, treated biosolids, and air emissions are similarly regulated. Additionally, the WPCP is required to protect all facilities from earthquakes and flooding.

There is a general trend toward increasing regulatory stringency over time. The Master Plan anticipates tightening regulations so the City can prepare for change. Projects with a Regulations trigger will be implemented in time to comply with new regulations.



*Corroded equipment needs replacement*



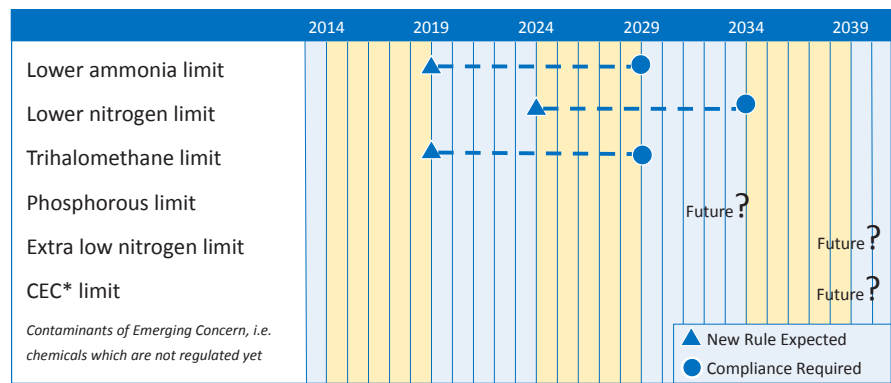
### SEA LEVEL RISE AND FLOOD RISKS AT THE WPCP

Global warming is expected to raise the Bay by up to two feet in the 21st century. The WPCP was not built to withstand sea level rise. Protection of inland properties is addressed at a regional level in the South San Francisco Bay Shoreline Study, which will define long-term alternatives around the South Bay.

Meanwhile, efforts are underway to fortify the WPCP against the flood risk it faces today. The primary treatment facility upgrade includes a perimeter wall to protect the WPCP from tidal flooding. Also, SCVWD is completing design of flood walls along West Channel, which will prevent water from overflowing its banks during storms.

## 4. Policy Decision

The policy direction of the WPCP is to provide sustainable stewardship of land and resources while controlling customers' rates. By capitalizing on new technology and partnering with local businesses and other agencies, the WPCP can be repurposed as a resource recovery center that delivers more than wastewater treatment. Projects with a Policy Decision trigger will be implemented when opportunities are available to further community goals, such as restoration of salt marsh habitat, protection from sea level rise, increased supply of recycled water, and enhancement of recreational access.



*New rules will trigger the implementation of projects that enable the WPCP to achieve lower limits before the compliance deadline.*

## 5. Flows & Loads

The permitted capacity of the WPCP is 29.5 MGD, which is greater than projected future flows. Current average flows are around 12 MGD. The phased implementation of CAS means that the WPCP would initially be able to treat 17 MGD to a higher standard, and any excess would be treated by the existing ponds. If future standards necessitate treating all flow by CAS, flows are expected to exceed 17 MGD, and/or the existing secondary treatment facilities are failing, then CAS would be modularly expanded to increase its capacity.

Furthermore, the amount of solid material carried into the WPCP and the additional mass of microorganisms coming out of the CAS will eventually necessitate a fifth digester. Projects with a Flows & Loads trigger add more units to treatment processes which may require an increase in capacity.



## Specific Improvements

Over the next 30 years, almost every process and building in the WPCP will be rehabilitated or replaced. This will be accomplished through up to 35 individual projects, each including several major elements and some involving multiple facilities.

The WPCP today, and the WPCP after the Master Plan is implemented, is shown schematically in the diagrams below. For at least a decade during the transformation, both the existing and the new secondary treatment facilities will run in parallel, should the City proceed with the split-flow CAS implementation.

## Rehabilitation of Existing Facilities

Next year, the City will perform an assessment to determine the repairs and replacements needed to keep secondary and tertiary treatment facilities operating in a split flow configuration for up to 20 years. Assessment of the pipeline from the primary treatment facility to the ponds has already been conducted. The pipeline is corroded, but not severely enough to require complete replacement. The pipeline can be rehabilitated in place. Rehabilitation of the tertiary, disinfection, and anaerobic digestion facilities are also anticipated. The extent of rehabilitation varies for each component based on its current condition and the expected life prior to replacement.

## New Primary Treatment Facilities

The primary treatment facilities are now 60 years old. The controls are outdated, the structures may not be able to withstand current earthquakes, the engines are no longer allowed by air quality regulations, bits of concrete are chipping off, and metal parts are rusted. Due to this extensive deterioration, construction of a new facility is already underway under a separate project that aligns with the goals and objectives of the Master Plan. The new facility will feature electric pumps, screenings/grit handling, odor control, and six primary sedimentation tanks.

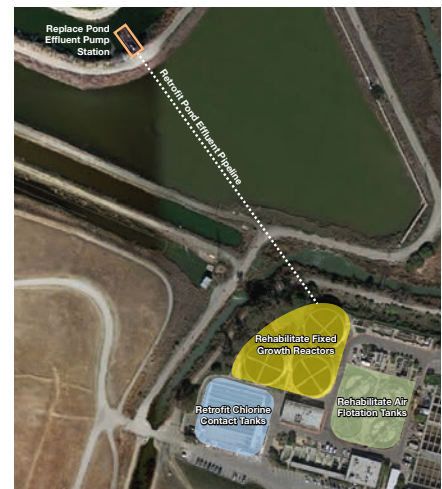
### ODOR CONTROL AT THE WPCP

The WPCP does not have any equipment specifically used to control odor. Although no complaints have been received, City staff wish to plan ahead for odor control, so the WPCP can continue to be a good neighbor and avoid sanctions.

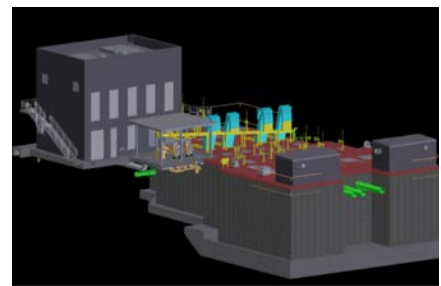
Odor control at treatment plants is typically accomplished by ventilating air through "bioscrubbers," i.e. towers which house bacteria that consume and neutralize sulfurous gases. The Master Plan makes provisions for odor control equipment at primary treatment and solids handling facilities, where odors are most likely to be a concern.



*Existing pipelines are corroded*



*Planned Rehab Activities*



*Rendering of New Primary Treatment Facilities*



*When they are no longer needed to treat wastewater, Ponds 1 and 2 may be restored as salt marshes.*

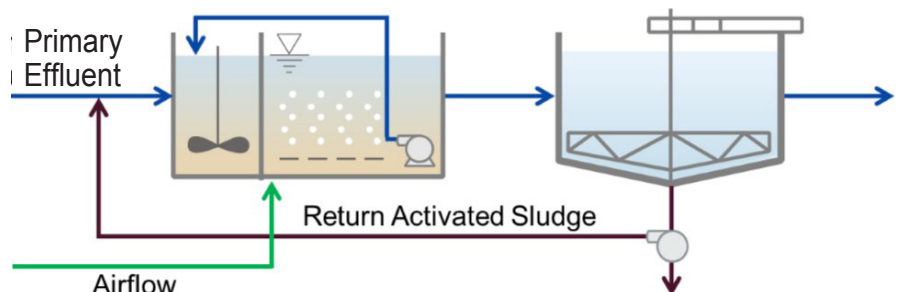


*The ponds can provide habitat for protected species like the salt marsh harvest mouse.*

## New Secondary Treatment Facilities (CAS)

CAS will replace the ponds, fixed growth reactors, and AFTs as the main method to provide secondary treatment. During periods of higher flows, the existing ponds and associated facilities will continue to be used in a “split flow mode.” When this is no longer adequate, the CAS facility will be expanded and the current secondary facilities will be demolished.

Although they are not optimal for treatment, the ponds have the advantage of being able to store wastewater during peak inflow and then steadily release it back to the plant. Without storage, a sewage plant has to be large enough to treat the wastewater as fast as it enters from the sewer. A plant that is able to equalize its flows can perform just as effectively with smaller facilities. Also, equipment lasts longer because

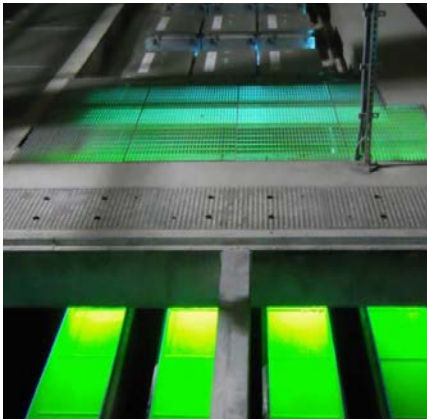


*Diagram of Secondary Treatment*





*Future facilities may include Denitrification Filters*



*Example of UV treatment*



*Rotary drum thickener*



*Rotary drum thickener for solids handling*

it is protected from overloading. When the ponds are decommissioned, their storage will be replaced by smaller circular concrete tanks in the same vicinity as the ponds. These tanks would store up to one day's worth of wastewater.

## New Tertiary Treatment Facilities

A new building with updated electrical equipment, instrumentation, and controls will be constructed for the tertiary treatment facilities. With some repairs, these treatment facilities are expected to continue working into the 2030s. The chlorine contact tanks, built in 1978, may eventually be replaced with ultraviolet (UV) disinfection. With this technology, wastewater slowly flows past lamps that emit UV rays, killing almost all bacteria. Depending on the timing of future effluent limits and increasing demand for recycled water, the existing filters may also ultimately be replaced with more sophisticated equipment.

## New Solids Handling Facilities

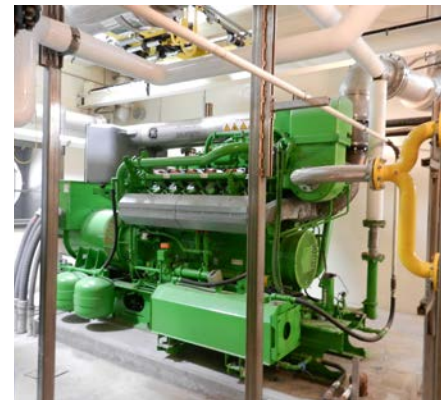
Once new secondary treatment facilities are constructed, a thickening and dewatering facility will be needed to handle the additional solid material generated. Solids handling equipment will be housed in a new building and the ventilated air will be treated by an odor control system prior to discharge to the atmosphere. When the new solids handling system is completed, Sunnyvale will no longer have to engage an outside vendor to perform this function.

## Power, Automation, and Heating Upgrades

The electrical service and distribution system at the WPCP will be upgraded to serve the higher power needs at the new facilities.

Automation equipment will be modernized and standardized, increasing the WPCP's reliability. With better automation equipment, operators will be able to monitor data in real-time and optimize the WPCP's operations and energy usage.

The existing on-site power generation facility will be refurbished, including installation of new engines and replacement of controls, heat recovery equipment, and piping. This system reduces the utility bill, by generating electrical power and hot water used for process heating.



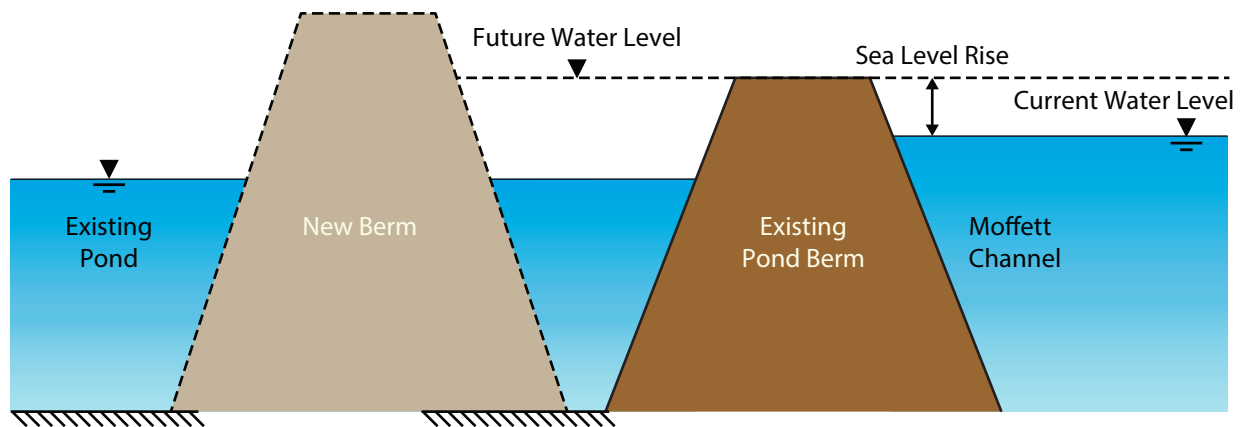
*Example cogeneration engine to produce heat and power*

## New Support Facilities

A new Administration Building will be constructed on the south side of Carl Road. This building will consolidate several functions under one roof. A new Maintenance Building with shops and storage will be constructed on the site of the existing Administration Building. Public access to the San Francisco Bay Trail will be relocated from Carl Road to Caribbean Drive. This maintains accessibility for recreational users while avoiding conflicts of the public with operations at the

WPCP by keeping Carl Road dedicated to deliveries and maintenance vehicles.

Concrete and vinyl sheet walls will be constructed around the WPCP, to protect it from tidal flooding. There will be a retractable floodgate at each access entrance gate. Security fencing and cameras will be included with the perimeter wall. Future parking needs for staff and the public have been assessed and incorporated into the overall site layout.



*New Berm Constructed Against Sea Level Rise*

## Phasing and Cost

The projects are grouped into five phases, correlating with the timing and types of improvements. It is clear that all projects in Phases 1 through 3 will be needed by 2030. The cost for these projects is budgeted at \$456 million and includes design, permitting, program management, construction management, and construction. Estimates for future years have been escalated to account for price inflation. Contingencies have been included to manage risk. Since engineering is still at the conceptual stage, these costs are approximate and may shift between projects and fiscal years. Note that the budget does not include operating costs (staff salaries, utilities, chemicals, and other consumables).

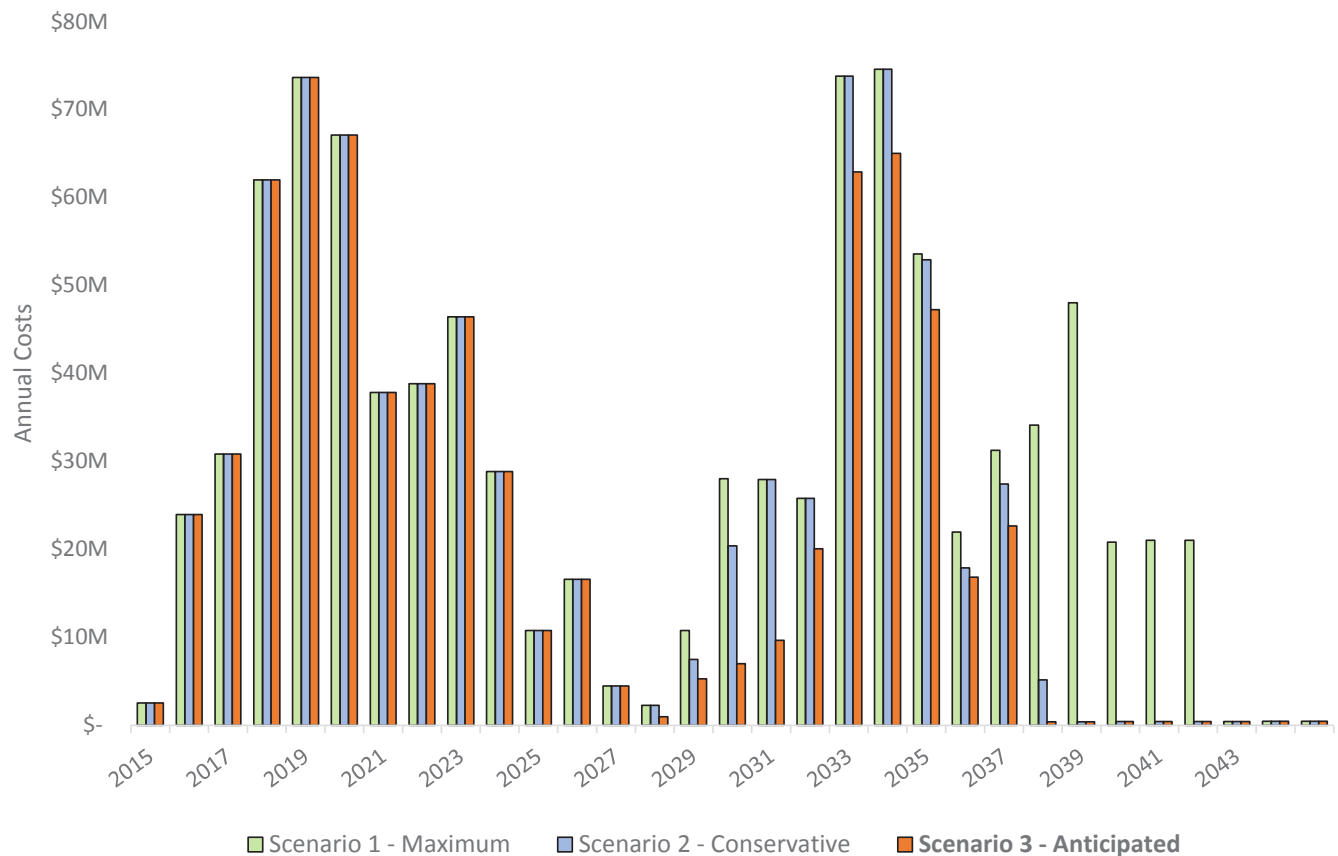
The scope and cost for Phases 4 and 5—transition to full CAS and tertiary treatment upgrades—is less certain. Three potential scenarios are envisioned:

- ❖ Scenario 1 is maximum build-out, driven by the most comprehensive resource recovery and tightest foreseeable regulations;
- ❖ Scenario 2 is still conservative but involves less stringent regulations and lower recycled water demand;
- ❖ Scenario 3 is the least aggressive, assuming a smaller expansion for the transition to full CAS and no need for increased biosolids processing.

At this time, Scenario 3 is most likely. However, this will be reevaluated periodically as part of the City budgeting cycle. Specific project costs and contingencies will also be confirmed as design detail develops for each project through implementation. Current annual cash flow projections are shown on the following page.

WPCP Process	Master Plan Components	2015-2020	2020-2025	2025-2030	2030-2035	2035 +
<b>Secondary</b>	Rehabilitation of Existing Facilities					
	Split Flow Conventional Activated Sludge					
	Air Flotation Tank Pump Station, Pipeline					
	Conventional Activated Sludge					
	Diurnal Equalization, Emergency Storage					
	Chemical Phosphorus Removal					
	Decommissioning of Ponds 1 and 2					
<b>Tertiary</b>	Rehabilitation of Existing Facilities					
	Filter Control Building					
	Chloramine Disinfection					
	Filter Backwash Storage					
	Denitrification Filters					
	Microfiltration					
	Ultraviolet Disinfection					
<b>Solids</b>	Thickening/Dewatering (Stage 1)					
	Digester No. 5					
	Fats, Oils, and Grease Facility					
	Thickening/Dewatering (Stage 2)					
	Biosolids Post-processing					
	Phosphorus Recovery (Struvite)					
<b>Energy</b>	Power Generation Building					
<b>Support</b>	Bay Trail Access Relocation					
	Administration Building					
	Tidal Flood Protection					
	Maintenance Building					

### Five Phases of Project Implementation



*Forecasted Cost to Implement the Master Plan for CAS Treatment*

## Conclusion

For 60 years, the WPCP has protected the Bay from pollution and met the needs of a growing population. Due to deteriorating infrastructure, tightening regulations, economic efficiencies, and opportunities to improve stewardship, it is time to start rebuilding what has worked so well. Through a rigorous and collaborative three-year process, the WPCP Master Plan was developed to define the projects necessary to execute this rebuild. Along the way, the City has engaged internal and external stakeholders in outreach for CEQA requirements and regional planning.

The improvements identified include rehabilitation of existing facilities; new primary, secondary, and tertiary treatment facilities; new support facilities; and upgrades to power, automation, and heating. Over the next 20 years, 21 projects with an estimated cost of \$456 million must be completed. Beyond that horizon, a range of scenarios are possible. The Master Plan is robust with respect to future uncertainty, so the City can accommodate changes as they occur.

SUNNYVALE WATER POLLUTION CONTROL PLANT MASTER PLAN

Mitigation Monitoring and Reporting Program

TABLE 1  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Transportation						
<p><b>Mitigation Measure TR-1a: Truck Route Plan.</b></p> <p>As part of pre-construction submittals, the contractor(s) shall submit a truck route plan to the City of Sunnyvale Public Works Department for review and approval to help minimize impacts to adjacent roadways.</p>	Contractor(s) shall obtain approval of truck route plan and implement plan during construction	City of Sunnyvale Public Works Department	Verify, review and approve truck route plan.	Prior to construction	<i>Verified by:</i> <i>Date:</i>	
<p><b>Mitigation Measure TR-1b: Implement a Temporary Traffic Control Plan.</b></p> <p>The City contractor(s) shall prepare and implement a traffic control plan using the City’s Temporary Traffic Control guidelines to reduce traffic impacts on the roadways at and near the work site, as well as to reduce potential traffic safety hazards and ensure adequate access for emergency responders. The City shall coordinate development and implementation of this plan with City departments (e.g., Emergency Services, Fire, Police, Transportation), as appropriate. To the extent applicable, the traffic control plan shall conform to the Caltrans’ <i>California Manual on Uniform Traffic Control Devices</i>, Part 6 (Temporary Traffic Control; Caltrans, 2014). The traffic control plan shall include, but not be limited to, the following elements:</p> <ul style="list-style-type: none"><li>• Circulation and detour plans to minimize impacts on local road circulation during road and lane closures. Flaggers and/or signage shall be used to guide vehicles through and/or around the construction zone.</li><li>• Controlling and monitoring construction vehicle movement through the enforcement of standard construction specifications by onsite inspectors.</li><li>• Sufficient staging areas for trucks accessing construction zones to minimize disruption of access to adjacent public rights-of-way.</li><li>• Scheduling truck trips outside the peak morning and evening commute hours to the extent possible.</li><li>• Maintaining pedestrian and bicycle access and circulation during project construction where safe to do so. If construction activities encroach on bicycle routes or multi-use paths, advance warning signs (e.g., “Bicyclists Allowed Use of Full Lane” and/or “Share the Road”) shall be posted that indicate the presence of such users.</li><li>• Identifying detours for bicycles and pedestrians, where applicable, in all areas affected by project construction.</li><li>• Implementing roadside safety protocols. Advance “Road Work Ahead” warning and speed control signs (including those informing drivers of State legislated double fines for speed infractions in a construction zone) shall be posted to reduce speeds and provide safe traffic flow through the work zone.</li><li>• Coordinating construction with administrators of police and fire stations (including all fire protection agencies), and recreational facility managers. Operators shall be notified in advance of the timing, location, and duration of construction activities and the locations of detours and lane closures, where applicable.</li><li>• Storing all equipment and materials in designated contractor staging areas on or adjacent to the worksite, such that traffic obstruction is minimized.</li></ul>	Contractor(s) shall prepare plan that adheres to all measures listed  Contractor(s) shall implement plan	City of Sunnyvale Public Works Department	Verify inclusion of plan in contract specifications	Prior to construction	<i>Verified by:</i> <i>Date:</i>	

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Transportation (cont.)						
<p><b>Mitigation Measure C-TR-1: Implement Coordinated Transportation Management Plan.</b></p> <p>Prior to construction, the City’s respective contractor(s) shall develop a Coordinated Transportation Management Plan, and the City and its contractor(s) shall work with other projects’ contractors and appropriate County and/or City departments (e.g., Emergency Services, Fire, Police, Transportation) as needed to prepare and implement a transportation management plan for roadways adjacent to and directly affected by the Master Plan improvements or the WPF, and to address the transportation impact of the overlapping construction projects within the vicinity of the Master Plan or the WPF in the region. The transportation management plan shall include, but not be limited to, the following requirements:</p> <ul style="list-style-type: none"><li>• Coordination of individual traffic control plans for the Master Plan or WPF with nearby projects.</li><li>• Coordination between the contractor and other project contractors in developing circulation and detour plans that include safety features (e.g., signage and flaggers). The circulation and detour plans shall address:<ul style="list-style-type: none"><li>– Full and partial roadways closures</li><li>– Circulation and detour plans to include the use of signage and flagging to guide vehicles through and/or around the construction zone, as well as any temporary traffic control devices</li><li>– Bicycle/Pedestrian detour plans, where applicable</li><li>– Parking along public roadways</li><li>– Haul routes for construction trucks and staging areas for instances when multiple trucks arrive at the work sites</li><li>– Protocols for updating the transportation management plan to account for delays or changes in the schedules of individual projects.</li></ul></li></ul>	<p>City’s contractor(s) shall develop a plan that adheres to all measures listed.</p> <p>The City and its contractor(s) shall work with other project contractors, if necessary, and appropriate County and/or City departments for preparation and implementation of this plan.</p>	City of Sunnyvale Public Works Department	Verify inclusion of this plan in the contract specifications.	Prior to construction	<i>Verified by:</i>  <i>Date:</i>	
Noise and Vibration						
<p><b>Mitigation Measure NOI-1: Develop and Implement Construction Noise Logistics Plan.</b></p> <p>For any Master Plan improvements involving construction activities at, or truck trips to or from, the WPCP between the hours of 6:00 p.m. and 7:00 a.m., the City will incorporate into the contract specifications required compliance with a Construction Noise Logistics Plan developed by the City or its contractor, which will specify hours of construction, identify noise and vibration minimization measures, require posting or notification of construction schedules and hours, and identify a designated noise disturbance coordinator who shall respond to noise complaints. The Plan shall include measures such as, but not limited to the following:</p> <ul style="list-style-type: none"><li>• Consistent with Section 16.08.030 of the Sunnyvale Municipal Code, all noise generating construction activities at the project site shall be limited to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday and between 8:00 a.m. and 5:00 p.m. on Saturdays as much as possible. There shall be no construction activity at the project site on Sundays and national holidays when city offices are closed. Any critical construction activities that will need to take place outside the hours stated above shall be completed as expeditiously as possible to reduce the duration of the impact. No extreme noise generating activities at the project site shall take place outside the hours listed above.</li><li>• Any onsite construction activities that will need to take place outside the above mentioned hours will need prior approval from the City.</li><li>• Signs shall be posted at the construction site that include construction days and hours, a day and evening contact number for the job site, and a day and evening contact number for the City or contractor in the event of problems.</li></ul>	<p>Contractor(s) shall draft plan that adheres to all measures listed.</p> <p>Contractor(s) shall implement all measures in plan.</p>	City of Sunnyvale Public Works Department	<p>Verify inclusion of this plan in contract specifications.</p> <p>Review construction plans for inclusion of allowable construction hours and truck routes.</p> <p>Inspect construction site to confirm compliance with posting and construction staging specifications in this measure.</p>	<p>Prior to construction</p> <p>One inspection shall occur during construction, between the hours of 10:01 p.m. and 6:59 a.m.</p>	<i>Verified by:</i>  <i>Date:</i>	



TABLE 1 (Continued)

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Noise and Vibration (cont.)						
<ul style="list-style-type: none"><li>All construction vehicles and equipment, fixed and mobile, shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible).</li><li>Construction staging areas shall be located as far as practicable from existing recreational uses so as to cause minimal disruption to these activities.</li><li>Construction traffic to and from the project site shall be routed via designated truck routes that use freeways to the extent possible. Trucks shall not traverse through or adjacent to any residential areas, including along Lawrence Expressway, between the hours of 6:00 p.m. and 7:00 a.m. Preferred access to the site shall be from SR-237 through Caribbean Drive or North Mathilda Avenue.</li><li>Prohibit unnecessary idling of internal combustion engines.</li></ul>						
Air Quality						
<p><b>Mitigation Measure AQ-2a: Implement BAAQMD Basic Construction Mitigation Measures.</b></p> <p>The City shall implement the following applicable BAAQMD Basic Construction Mitigation Measures to reduce emissions of fugitive dust and equipment exhaust:</p> <ul style="list-style-type: none"><li>All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li><li>All haul trucks transporting soil, sand, or other loose material offsite shall be covered.</li><li>All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li><li>All vehicle speeds on unpaved roads shall be limited to 15 mph.</li><li>All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</li><li>Idling times shall 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]). Clear signage shall be provided for construction workers at all access points.</li><li>All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified visible emissions evaluator.</li><li>Post a publicly visible sign with the telephone number and person to contact at the City or City’s contractor regarding dust complaints. This person shall respond and the contractor shall take corrective action within 48 hours.</li></ul>	City or its contractor(s) implement BAAQMD Basic Construction Measures	City of Sunnyvale Public Works Department	<p>Verify inclusion of measures in contract specifications and construction plans.</p> <p>Inspect construction site to confirm compliance by the contractor, report non-compliance and ensure corrective action.</p>	<p>Prior to construction</p> <p>During construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	
<p><b>Mitigation Measure AQ-2b: Implement BAAQMD Additional Construction Mitigation Measures.</b></p> <p>The City shall implement the following applicable BAAQMD Additional Construction Mitigation Measures Recommended for Projects with Construction Emissions Above the Thresholds to further reduce emissions of fugitive dust and exhaust:</p> <ul style="list-style-type: none"><li>All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.</li><li>All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.</li><li>Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.</li></ul>	City or its contractor(s) implement BAAQMD additional measures	City of Sunnyvale Public Works Department	<p>Verify inclusion of measures in contract specifications and construction plans.</p> <p>Inspect construction site to confirm compliance by the contractor, report non-compliance and ensure corrective action.</p>	<p>Prior to construction</p> <p>During construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Air Quality (cont.)						
<ul style="list-style-type: none"><li>• Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.</li><li>• The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.</li><li>• All trucks and equipment, including their tires, shall be washed off prior to leaving the site.</li><li>• Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel.</li><li>• Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.</li><li>• Minimizing the idling time of diesel powered construction equipment to two minutes.</li><li>• The City shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NOx reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions include the use of newer model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available.</li><li>• All construction equipment, diesel trucks, and generators must be equipped with Best Available Control Technology for emission reductions of NOx and PM.</li><li>• All contractors must use equipment that meets CARB’s most recent certification standard for off-road heavy duty diesel engines.</li></ul>						
Biological Resources						
<p><b>Mitigation Measure BIO-1a: Reduce Impacts on Congdon’s Tarplant.</b></p> <ul style="list-style-type: none"><li>• Within 2 years prior to initial ground disturbance for activities outside the main plant fenceline, the City will retain a qualified biologist, or require the contractor to retain a qualified biologist, to conduct protocol-level surveys for Congdon’s tarplant in suitable habitat in, and within 50 feet of, the proposed construction footprint. These surveys will be conducted in accordance with the protocols established by the CDFW and CNPS, and shall coincide with the bloom period for the species (May through November).</li><li>• If Congdon’s tarplant is present in the survey area, the City contractor will avoid impacts on individuals of this species to the extent feasible during implementation of the Master Plan.</li><li>• If Congdon’s tarplant is present near the limits of disturbance, the City contractor will maintain a buffer free from construction-related activities around the tarplant occurrence; this buffer will be at least 50 feet if feasible, but large enough to avoid indirect impacts such as dust mobilization and alteration of hydrology. The City contractor shall demarcate the buffer in the field with orange fencing. No equipment or vehicles shall be permitted within the buffer area during construction.</li><li>• If 15 percent or more of the known population of Congdon’s tarplant within five miles of the Master Plan area at the time of impact would be affected by the Master Plan, the City will provide compensatory mitigation. To compensate for loss of individual Congdon’s tarplants, offsite habitat either occupied by the species or suitable for restoration to support the species and revegetated with this species (such as Sunnyvale Baylands Park) shall be preserved and managed in perpetuity at a minimum 1:1 mitigation ratio (at least one plant preserved for each plant affected). Seeds from the affected population shall be collected and used to seed the mitigation area.</li></ul>	<p>Contractor(s) shall prepare construction plans that incorporate protocol-level pre-construction surveys for Congdon’s tarplant.</p> <p>The Contractor shall identify a qualified biologist</p> <p>Qualified biologist will conduct pre-construction surveys.</p> <p>Qualified biologist to inspect construction site to confirm implementation of measures.</p>	City of Sunnyvale Public Works Department	<p>Review qualifications of Contractor-nominated biologist and either approve or recommend identification of additional candidates.</p> <p>Review pre-construction survey reports for recommended avoidance, buffer, and/or need for compensatory mitigation.</p> <p>Inspect and confirm implementation of construction buffer zone(s) based on pre-construction survey results.</p>	<p>Prior to commencement of construction.</p> <p>After completion of pre-construction survey report.</p> <p>One inspection shall occur during each phase of construction.</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
Mitigation Measure BIO-1a: Reduce Impacts on Congdon’s Tarplant (cont.)	<p>Locate compensatory mitigation site, as needed, and select qualified biologist to collect and disseminate seeds from affected population during appropriate season (generally September/ October)</p> <p>Qualified biologist shall collect and disseminate seeds from affected population during appropriate season</p>	City of Sunnyvale Public Works Department	<p>Review pre-construction survey reports for recommended avoidance, buffer, and/or need for compensatory mitigation.</p> <p>Secure record of planting from qualified biologist</p>	<p>After completion of pre-construction survey report.</p> <p>After completion of planting.</p>	<p>Verified by:</p> <p>Date:</p>	
<p>Mitigation Measure BIO-1b: Prevent the Introduction and Spread of Non-native, Invasive Species.</p> <ul style="list-style-type: none"><li>The City will retain a qualified biologist, or require the contractor to retain a qualified biologist, to develop an Invasive Species Management Plan to reduce the presence and spread of non-native, invasive plant species in the Master Plan area. The Invasive Species Management Plan shall be developed prior to any grading or import of fill material outside of, or within 20 feet of the western and northern sections of the main plant fenceline. Once a concrete flood wall is built around the facility, no invasive species management will be necessary for project activities within the main plant fenceline. The overarching goal of this mitigation is to halt the further expansion of existing invasive species and introduction of new invasives into sensitive habitats in project areas. The Invasive Species Management Plan shall include, but not be limited to, the following:<ul style="list-style-type: none"><li>Prior to construction outside of, or within 20 feet of the western and northern sections of, the main plant fenceline, the extent and locations of invasive species occurrences will be mapped within all areas proposed to be graded, including access roads and staging areas, and within all sensitive habitats (e.g., wetlands) across the project areas.</li><li>Areas identified to have weed infestations shall be treated prior to ground disturbance according to weed control methods detailed below:<ul style="list-style-type: none"><li>Weed control treatments shall include all legally permitted herbicide, manual, and mechanical methods approved for application. The application of herbicides shall be in compliance with all state and federal laws and regulations under the prescription of a Pest Control Advisor (PCA), where concurrence has been provided by the City of Sunnyvale, and implemented by a Licensed Qualified Applicator. Herbicides shall not be applied during or within 72 hours of a scheduled rain event. Where manual and/or mechanical methods are used, disposal of the plant debris will take place at an appropriate offsite location. The timing of the weed control treatment shall be determined for each plant species with the goal of controlling populations before they start producing seeds and/or encroach into adjacent areas from rhizomatous shoots. Consultation with a qualified wildlife biologist and plant ecologist shall be required prior to weed control treatments in sensitive habitats with the intent of avoiding any adverse impacts on special-status species in the area.</li><li>Surveying and monitoring for weed infestations shall occur over the course of any grading operations outside of, or within 20 feet of the western and northern sections of, the main plant fenceline. Treatment of all identified weed populations shall occur at a minimum of once annually.</li><li>Once grading ceases, invasive plant populations within all sensitive habitats (such as wetlands) that are not impacted, but that are within 200 feet of grading/construction areas located outside of or within 20 feet of the western and northern sections of the main plant fenceline, shall be mapped and the areal extent and location of invasive populations documented. Sensitive habitats include portions of the Sunnyvale West Channel, the Cargill Channel, Ponds 1 and 2, and SCVWD Pond A4. This shall occur on an annual basis for a minimum of 3 years following grading operations.</li></ul></li></ul></li></ul>	<p>City or contractor shall retain qualified biologist</p> <p>Qualified biologist will develop Invasive Species Management Plan</p> <p>City or Contractor to implement Plan prior to and during construction</p>	City of Sunnyvale Public Works Department	<p>Review qualifications of Contractor-nominated biologist and either approve or recommend identification of additional candidates.</p> <p>Verify inclusion of the Plan in contract specifications.</p> <p>Review annual monitoring report for compliance with measure</p>	<p>Prior to construction</p> <p>During construction</p>	<p>Verified by:</p> <p>Date:</p>	

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
<ul style="list-style-type: none"><li>– If, in any monitoring year, the size of existing populations within sensitive habitats expands by 20 percent or more in terms of surface area in comparison to the population size documented prior to construction, the weed control measures described above shall be implemented (inter-annual variation due to climate differences may account for as much as 10 percent of change).</li><li>– During construction activities located outside of or within 20 feet of the western and northern sections of the main plant fenceline, all seeds and straw materials used on site shall be weed-free rice straw, and all gravel and fill material shall be certified weed free.</li><li>– During construction activities located outside of or within 20 feet of the western and northern sections of the main plant fenceline, vehicles and all equipment shall be washed (including wheels, undercarriages, and bumpers) before entering the project areas adequately to ensure that weed seeds from other sites are not transported to these construction areas. Vehicles shall be cleaned at existing construction yards or legally operating car washes. In addition, tools such as chainsaws, hand clippers, pruners, etc., shall be washed before entering the work areas.</li></ul>					<i>Verified by:</i>  <i>Date:</i>	
<p><b>Mitigation Measure BIO-2a: Worker Environmental Awareness Training.</b></p> <p>The City will retain, or require the contractor to retain, a qualified biologist to conduct mandatory contractor/worker environmental awareness training for all construction personnel working on project activities outside of the main plant, including but not limited to Ponds 1 and 2, the diurnal equalization and emergency storage basins, channel levees, and the Bay Trail parking relocation area. The awareness training will be provided to all construction personnel to brief them on the potential for special-status species to occur on the site, the need to avoid effects to special-status species and their habitats, and all project mitigation measures pertaining to biological resources and water quality. If new construction personnel are added, the contractor will ensure that the personnel receive the mandatory training before starting work. A representative will be appointed during the employee education program to be the contact for any employee or contractor who might inadvertently kill or injure a special-status species or who finds a dead, injured, or entrapped individual. The representative's name and telephone number will be provided to the City prior to the initiation of construction activities outside of the main plant.</p>	<p>City or contractor(s) to retain a qualified biologist to conduct environmental awareness training for construction personnel.</p> <p>Qualified biologist to conduct training(s)</p>	City of Sunnyvale Public Works Department	<p>Review qualifications of Contractor-nominated biologist and either approve or recommend identification of additional candidates.</p> <p>Verify inclusion of the Plan in contract specifications.</p> <p>Record name of appointed representative to contact</p> <p>Record date(s) of training</p>	Prior to construction outside of the main plant	<i>Verified by:</i>  <i>Date:</i>	
<p><b>Mitigation Measure BIO-2b: Minimization of Impacts on Water Quality.</b></p> <p>The following measures will be incorporated into the construction stormwater pollution prevention plan and implemented during construction of Master Plan improvements to avoid or minimize impacts on water quality:</p> <ul style="list-style-type: none"><li>• Earth-moving in areas draining directly to wetlands and aquatic habitats will not occur during days when rain is occurring or predicted to occur (i.e., greater than 40 percent chance) during the work period. This measure applies to all Project areas with potential to drain directly to wetlands or aquatic habitats, particularly in or adjacent to the Southeast Channel, the Sunnyvale West Channel, the Cargill Channel, Ponds 1 and 2, and SCVWD Pond A4.</li><li>• All permit conditions, legal requirements, and appropriate dredging and engineering practices shall be followed to avoid and minimize water quality impacts associated with Master Plan activities. Suitable erosion control, sediment control, source control, treatment control, material management, and stormwater management BMPs will be implemented consistent with the latest edition of the California Stormwater Quality Association “Stormwater Best Management Practices Handbook,” available at <a href="http://www.capmphandbooks.com">www.capmphandbooks.com</a>.</li><li>• Spill prevention kits shall always be in close proximity when using hazardous materials (e.g., crew trucks and other logical locations). Feasible measures shall be implemented to ensure that hazardous materials are properly handled and the quality of aquatic resources is protected by all reasonable means when removing vegetation and sediments from the channels.</li><li>• No fueling shall be done in areas immediately adjacent to (i.e., within 50 feet of) channels, ponds, or wetlands. For stationary equipment that must be fueled on site, containment shall be provided in such a manner that any accidental spill of fuel shall not be able to enter the water or contaminate</li></ul>	<p>City or contractor(s) to retain a qualified water quality specialist to prepare a stormwater pollution prevention plan that adheres to all measures</p> <p>Contractor(s) to include plan in construction plans</p>	City of Sunnyvale Public Works Department	<p>Verify inclusion of plan in contract specifications</p> <p>Review monthly hazardous materials management/fuel spill containment plan reports for compliance with measure</p> <p>Document dredging volumes in compliance with measure</p>	Prior to construction  During construction	<i>Verified by:</i>  <i>Date:</i>	

TABLE 1 (Continued)

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
<p>sediments that may come in contact with water. Any equipment that is readily moved out of the channels, ponds, or wetlands shall not be fueled in these sensitive habitat areas or the immediate floodplains surrounding them.</p> <ul style="list-style-type: none"><li>• A hazardous materials management/fuel spill containment plan will be developed and implemented by the construction contractor and given to all contractors and biological monitors working on the Master Plan, with at least one copy of the plan located onsite at all times. The purpose of the plan is to provide onsite construction managers, environmental compliance monitors, and regulatory agencies with a detailed description of hazardous materials management, spill prevention, and spill response/cleanup measures associated with the construction of Master Plan elements. The primary objective of the plan is to prevent a spill of hazardous materials. Elements of the plan will include, but are not limited to the following:<ul style="list-style-type: none"><li>– A discussion of hazardous materials management, including delineation of hazardous material and hazardous waste storage area, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;</li><li>– Materials Safety Data Sheets for all chemicals used and stored on site;</li><li>– An inventory list of emergency equipment;</li><li>– Spill control and countermeasures including employee spill prevention/response training;</li><li>– Notification and documentation procedures; and</li><li>– A monthly reporting plan.</li></ul></li><li>• Vehicles will be checked daily for oil or fuel leaks and will be washed only at an approved area as described above for Mitigation Measure BIO-1b. No washing of vehicles will occur in Master Plan areas located outside of the main plant fence line.</li><li>• The work site, areas adjacent to the site, and access areas will be maintained in an orderly condition, free and clear from debris and discarded materials. This measure includes all Master Plan areas located outside of the main plant fence line. Personnel will not sweep, grade, or flush surplus materials, rubbish, debris, or dust onto adjacent areas or waterways. Upon completion of work, all building materials, debris, unused materials, concrete forms, and other construction-related materials will be removed from the Master Plan areas located outside of the main plant fence line.</li><li>• Stockpiled materials outside of the main plant fence line will be covered by plastic sheeting, tarps, or similar material that can be secured during wind and rain. A sediment fence or berm will be installed around stockpiled dredged material to prevent runoff from transporting sediment into sensitive habitats (such as the channels, ponds, and wetlands). Heavy equipment will not be operated in the active channels or within wetland habitats, but instead from existing hardscape, access roads, and levees.</li><li>• Water conservation methods will ensure that water used in the Master Plan area does not create surface flows capable of carrying pollutants to the nearby creek channel. All personnel, including sub-contractors will be instructed on the practical methods of preventing leaks or over-use of watering, and will be required to adhere to the practices in the detail sheets provided. Woody debris from tree trimming and other activities will not be left in the active channels or in wetland habitats.</li><li>• In-channel vegetation removal may result in increased local erosion in the channels due to increased flow velocity. To minimize such erosion, the toe of the bank will be protected by leaving vegetation within the channel to the maximum extent practicable.</li><li>• Cofferdams or silt fencing will be used to the extent feasible during construction and maintenance activities that could potentially result in substantial siltation of open water. For any work within aquatic or wetland habitats, such as Ponds 1 and 2 or the Cargill Channel, silt curtains will be installed to prevent suspended sediments from migrating out of the immediate work area, and dredging will be conducted on incoming tides to the extent feasible to further reduce the potential for sediment mobilization outside the Master Plan area. Dredging within aquatic or wetland</li></ul>						

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
habitats will be conducted with a closed clamshell-style dredge to reduce the amount of suspended sediment produced. Dredge volumes will be documented to ensure compliance with and adequate performance of these measures.						
<p><b>Mitigation Measure BIO-2c: Special-Status Fish Measures.</b></p> <p>The following measures will be implemented during construction of the Master Plan to avoid or minimize impacts on special-status fish species:</p> <ul style="list-style-type: none"><li>• Impacts on tidal waters where special-status fish and Essential Fish Habitat may occur will be minimized to the extent feasible.</li><li>• Construction activities in, or directly adjacent to, waters where green sturgeon, longfin smelt, steelhead, or Chinook salmon may be present will be performed between June 1 and November 30. These waters include but are not limited to the Moffett Channel and the Sunnyvale West Channel.</li><li>• Activities that extend into the waters where special-status fish may be present, such as levee breaching for active restoration of Ponds 1 and 2, will be performed at low tide and/or under de-watered conditions, to the extent practicable.</li><li>• If pile driving or installation of temporary sheet piles is necessary during construction or restoration activities outside of the main plant fenceline, such as for earthwork, foundations, or dewatering, then pile driving will be performed using a vibratory hammer to minimize the potential effects of noise and pressure-waves on fish.</li><li>• National Marine Fisheries Service personnel will be immediately notified of any observed fish mortality events associated with Master Plan activities.</li><li>• Tidally restored ponds will contain channels that are adequate for the ingress and egress of fish with tidal circulation to avoid fish stranding.</li><li>• Treated wood will not be used in structures that may come into contact with water.</li></ul>	<p>Contractor to include requirements in construction plans</p> <p>City or contractor to notify NMFS of fish mortality events observed</p>	City of Sunnyvale Public Works Department	<p>Verify inclusion of these measures in contract specifications and construction plans</p> <p>Record fish mortality events and confirm reporting to NMFS</p>	<p>Prior to construction</p> <p>During construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	
<p><b>Mitigation Measure BIO-2d: Western Pond Turtle Measures.</b></p> <p>The following measures will be implemented to avoid and minimize impacts on western pond turtles in portions of the Master Plan area outside of the main plant fenceline, particularly in or near the Sunnyvale West Channel:</p> <ul style="list-style-type: none"><li>• Impacts on aquatic habitat of the western pond turtle, such as the Sunnyvale West Channel, will be minimized to the extent feasible.</li><li>• A qualified biologist shall conduct a survey for western pond turtles and their nests immediately (i.e., within 2 hours) prior to commencement of work along the Sunnyvale West Channel. If a western pond turtle is found in an area where it could be injured or killed by Master Plan improvement activities, the biologist will relocate the turtle to an appropriate site outside the construction disturbance area.</li><li>• Following the initial survey, a construction crewmember who has been trained to identify western pond turtles by a qualified biologist shall conduct a survey of the work area along the Sunnyvale West Channel area each morning prior to the onset of construction activities. If a turtle is located, all work in the vicinity shall immediately cease, and a qualified biologist shall be contacted. Work within the area shall not resume until the turtle has been relocated or has moved on its own out of the construction disturbance area.</li><li>• If an active western pond turtle nest is detected within the activity area, a 25 foot-buffer zone around the nest will be established and maintained during the nesting season (April 1 through August 31) until the young have left the nest or it is no longer active due to predation, as determined by a qualified biologist.</li></ul>	<p>Contractor to retain qualified biologist</p> <p>Contractor to prepare construction plans that incorporate pond turtle survey</p> <p>Biologist to conduct survey prior to construction</p> <p>Biologist to train construction crew member</p> <p>Biologist to implement buffer if nest is found</p>	City of Sunnyvale Public Works Department	<p>Review qualifications of Contractor-nominated biologist and either approve or recommend identification of additional candidates.</p> <p>Verify inclusion of these measures in contract specifications and construction plans</p> <p>Review survey report</p>	<p>Prior to construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	

TABLE 1 (Continued)

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
<p><b>Mitigation Measure BIO-2e: Burrowing Owl Measures.</b></p> <p>The following measures will be implemented to avoid and minimize impacts on burrowing owls in the Master Plan area, particularly on the closed landfill and along the Sunnyvale West Channel but also including areas within the main plant fenceline that may support ground squirrel burrows:</p> <ul style="list-style-type: none"><li>• Preconstruction surveys for burrowing owls will be conducted by a qualified biologist prior to all construction activities that occur within 250 feet of potential burrowing owl habitat on the closed landfill or along the Sunnyvale West Channel, in conformance with CDFW protocols. This measure applies to construction activities inside of the main plant fenceline only where ground squirrel burrows are present or for those activities located within 250 feet of suitable burrowing owl habitat on the closed landfill or Sunnyvale West Channel. The final survey will occur no more than 2 days prior to the start of any ground-disturbing activity such as clearing and grubbing, excavation, or grading, or any similar activity within 250 feet of suitable habitat that could disturb nesting owls. If no burrowing owls are located during these surveys, no additional action would be warranted. However, if burrowing owls are located on or immediately adjacent to impact areas, the following measures would be implemented.</li><li>• If burrowing owls are present during the nonbreeding season (generally 1 September to 31 January), the City/contractor would maintain a 150-foot buffer zone, within which no new Master Plan-related activity would occur, around the occupied burrow(s) if feasible. However, this buffer distance would not apply to existing operations and maintenance activities in the main plant. A reduced buffer distance is acceptable during the nonbreeding season as long as construction avoids direct impacts on the burrow(s) used by the owls. During the breeding season (generally 1 February to 31 August), a 250-foot buffer, within which no new Master Plan-related activity would be permissible, would be maintained between Master Plan activities and occupied burrows. Owls present at burrows on the site after 1 February would be assumed to be nesting on or adjacent to the site unless evidence indicates otherwise. This protected area would remain in effect until 31 August, or based upon monitoring evidence, until young owls are foraging independently or until the nest is no longer active.</li><li>• In the unlikely event that an occupied burrowing owl burrow is within the construction footprint (e.g., on the bank of a levee), and the burrow cannot be avoided, the owl will be evicted from the burrow by a qualified biologist using one-way doors. The biologist will leave the one-way doors in place for at least 48 hours, checking them daily to ensure that they are functioning properly. If the biologist cannot be certain that the owl is outside the burrow (e.g., if the one-way doors were installed when the owl was inside the burrow and the owl cannot be detected outside later), then the burrow will be excavated by hand prior to being filled to ensure that no owl is trapped inside. Otherwise, the burrow will be backfilled after the owl has been evicted. No burrowing owls will be evicted from burrows during the nesting season unless evidence indicates that nesting is not actively occurring (e.g., because the owls have not yet begun nesting early in the season, or because young have already fledged late in the season).</li></ul>	<p>Contractor to prepare plans that incorporate preconstruction surveys, buffer zones, and relocation plan</p> <p>Contractor to identify qualified biologist to conduct preconstruction surveys</p> <p>Qualified biologist to establish buffer zones or conduct owl relocation, as needed</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Review qualifications of Contractor-nominated biologist and either approve or recommend identification of additional candidates.</p> <p>Verify inclusion of these measures in contract specifications and construction plans</p> <p>Review survey report</p> <p>If burrowing owls present, inspect construction site to confirm buffer zones</p>	<p>Prior to construction</p> <p>During construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	
<p><b>Mitigation Measure BIO-2f: California Ridgway’s Rail and California Black Rail Measures.</b></p> <p>The following measures will be implemented for activities outside of the main plant fenceline to avoid and minimize impacts on California Ridgway’s rails and California black rails, particularly in tidal marsh habitats associated with the Moffett Channel:</p> <ul style="list-style-type: none"><li>• Impacts on tidal wetland habitat of these species will be minimized to the extent feasible. Tidal wetland habitat for these species occurs in the northern portions of the Master Plan area, in association with the Moffett Channel. Suitable tidal wetland habitat for these species is not present within the main plant fenceline.</li><li>• To avoid causing the abandonment of an active nest, construction activities within 700 feet of vegetated tidal marsh providing suitable breeding habitat for Ridgway’s rails or black rails (i.e., the area along Moffett Channel where the marsh begins to widen just upstream from its confluence with Guadalupe Slough, or the large marsh area along Guadalupe Slough north of Pond 1) will be avoided during the breeding season from February 1 through August 31 unless</li></ul>	<p>Contractor to prepare construction plans incorporating requirements of the measure</p> <p>Prior to February 1 of the years during which activities would occur within 700 feet of suitable breeding habitat, qualified biologist to conduct protocol-level surveys</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Verify inclusion of these measures in contract specifications and construction plans</p>	<p>Protocol-level survey begins mid-January prior to construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
<p>protocol-level surveys are conducted to determine rail locations and territories the same year in which those construction activities occur. If breeding Ridgway’s rails or black rails are determined to be present, activities will not occur within 700 feet of areas in which Ridgway’s rails or black rails were heard calling during protocol-level surveys. If the intervening distance across a major slough channel (e.g., Moffett Channel or Guadalupe Slough) or across a substantial barrier between the locations of rail detections and any construction activity area is greater than 200 feet, then it may proceed at that location within the breeding season. Aside from continued use of recreational trails established prior to the start of the breeding season (which may continue), only routine inspection, maintenance, or monitoring activities that have little potential for effects on rails due to their short durations, distance from rail habitat, or low-magnitude effects may be performed during the breeding season in areas within or adjacent to rail breeding habitat. Otherwise, with USFWS and CDFW approval on a case-by-case basis, construction activities may take place after July 15 in a given area if the activity is thought to be minimally disturbing to breeding rails.</p> <ul style="list-style-type: none"><li>• The extent of impacts on tidal marsh will be clearly demarcated in the field, and no impacts (including construction access) will occur outside those limits.</li><li>• Silt fencing or similar material will be installed between all areas of earth-moving and marsh outside the impact area to prevent dirt and other materials from entering marsh areas that are not intended to be affected.</li><li>• No animals can be brought to the project site to avoid harassing, killing, or injuring wildlife.</li><li>• The project site will be maintained trash-free, and food refuse will be contained in secure bins and removed daily during construction and dredging.</li><li>• Nighttime work near tidal marsh habitat will be avoided to the extent feasible. If nighttime work cannot be avoided, lighting will be directed to the work area and away from tidal marsh habitat.</li></ul>						
<p><b>Mitigation Measure BIO-2g: Salt Marsh Harvest Mouse and Salt Marsh Wandering Shrew Measures.</b></p> <p>The following measures will be implemented for activities outside of the main plant fenceline to avoid and minimize impacts on the salt marsh harvest mouse and salt marsh wandering shrew, particularly in marsh habitat associated with the Moffett Channel:</p> <ul style="list-style-type: none"><li>• Impacts on pickleweed and wetland habitat that may support these species will be minimized to the extent feasible. Wetland habitat that may support these species occurs in the northern portion of the Master Plan area, in association with the Moffett Channel and the Cargill Channel. No suitable habitat for these species occurs within the main plant fenceline.</li><li>• To avoid the loss of individual harvest mice or wandering shrews from any excavation, fill, or construction activities in suitable habitat, vegetation removal and fill in marsh habitats, including the Moffett Channel and the Cargill Channel, will be limited to the minimum amount necessary to implement the Master Plan improvements. Wherever feasible, sufficient pickleweed habitat will remain adjacent to the activity area to provide refugia for displaced individuals.</li><li>• In areas where salt marsh harvest mice or wandering shrew habitat will be affected, vegetation and debris that could provide cover for mice will be removed using only hand tools at least three weeks prior to the commencement of construction activities. Vegetation removal will occur under the supervision of a qualified biologist. The vegetation will be removed on a progressive basis, such that the advancing front of vegetation removal moves toward vegetation that would not be disturbed. In some cases, temporary shelter consisting of dead vegetation may be positioned to provide escape routes to suitable habitat. A qualified biologist will monitor the vegetation removal and make specific recommendations with respect to the rate of vegetation removal (to ensure that any harvest mice or wandering shrews present are able to escape to cover that will not be affected), whether vegetation needs to remain in a certain area temporarily to facilitate dispersal of mice into habitat outside the impact area, and whether any berms are necessary to allow mice or shrews to disperse across wetted channels.</li></ul>	<p>Contractor to prepare construction plans incorporating requirements of the measure</p> <p>Qualified biologist to monitor vegetation removal</p> <p>Contractor to implement biologist recommendations</p> <p>City to purchase conservation bank credits or prepare Habitat Mitigation and Monitoring Plan</p>	City of Sunnyvale Public Works Department	<p>Verify inclusion of these measures in contract specifications and construction plans</p> <p>Verify completion of measures by biologist</p>	Prior to construction	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	



TABLE 1 (Continued)

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
<div><ul style="list-style-type: none"><li>Following the hand-removal of vegetation in areas where these species may be affected, exclusion fencing will be erected as needed between construction areas and harvest mouse/wandering shrew habitat that is to remain unaffected to define and isolate protected habitat for these species. This fencing will consist of heavy plastic sheeting or metal material that cannot be climbed by harvest mice or wandering shrews, or similar Resource Agency-approved exclusion materials, buried at least 4 inches below the ground’s surface and with at least 1 foot (but no more than 4 feet) above the ground. All supports for the fencing will be placed on the inside of the work area. A 4-foot buffer will be maintained free of vegetation around the outside of the exclusion fencing. The fencing will be inspected daily during construction, and any necessary repairs will be made within 24 hours of when they are found. If any breaks in the fencing are found, a qualified biologist will inspect the work area for salt marsh harvest mice or wandering shrews. If any individual harvest mice are found within the impact footprint, they will be allowed to move on their own (although shrews may be relocated by a qualified biologist) to vegetated areas outside the impact footprint.</li><li>During construction in areas where salt marsh harvest mice and wandering shrews may be affected, a qualified biologist will check underneath vehicles and equipment for these species before such equipment is moved during each day of construction, unless the equipment is surrounded by exclusion fencing. Based on current design concepts, the Master Plan is expected to affect approximately 1.5 acres of tidal coastal brackish marsh (in the Moffett Channel) and another 0.5 acre of non-tidal salt marsh (in the Cargill Channel) that could potentially support these species through raising (and as a result widening) an access road and construction of a new pipeline segment to the diurnal equalization basins. To compensate for these habitat impacts, the City will provide mitigation through a combination of (a) the purchase of credits in an approved conservation bank that provides habitat suitable for use by these species and/or (b) tidal marsh habitat restoration onsite or offsite. Owing to the relatively low quality of habitat provided by the wetlands to be affected by Master Plan activities, this mitigation will be provided at a minimum ratio of 1:1 (mitigation:impact) on an acreage basis. This mitigation can be provided using the same mitigation area as described in Mitigation Measure BIO-3b for wetlands as long as the habitat is suitable for the salt marsh harvest mouse and salt marsh wandering shrew and provides vegetated wetlands adequate to compensate for impacts on these species’ habitats at a 1:1 ratio.</li></ul><p>Prior to construction, the City will purchase credits from an approved conservation bank and/or prepare a Habitat Mitigation and Monitoring Plan (HMMP) describing the proposed creation of mitigation habitats that will satisfy the mitigation requirements. Impacts on habitat of the salt marsh harvest mouse and salt marsh wandering shrew may not commence until the adequate credits in a conservation bank have been purchased and/or the City prepares the HMMP. The HMMP will be prepared by a qualified restoration ecologist and will include the following:</p><ul style="list-style-type: none"><li>– A summary of impacts on these species’ habitats and the proposed mitigation acreage</li><li>– Goals of the restoration to achieve no net loss of habitat functions and values for these species</li><li>– The location of the mitigation site and description of existing site conditions</li><li>– Mitigation design:<ul style="list-style-type: none"><li>▪ Existing and proposed site hydrology, geomorphology, and geotechnical stability, if applicable</li><li>▪ Grading plan if appropriate, including bank stabilization or other site stabilization features</li><li>▪ Soil amendments and other site preparation elements as appropriate</li><li>▪ Planting plan</li><li>▪ Irrigation and maintenance plan</li><li>▪ Construction schedule</li></ul></li></ul></div>						

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
<ul style="list-style-type: none"><li>Monitoring plan (including specific, objective final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule, etc.). Performance criteria will include demonstration of the presence of appropriate vegetation for these species within 10 years of mitigation implementation and presence of at least one of these two small mammal species within 10 years of the establishment of appropriate vegetated habitat.</li><li>A contingency plan for mitigation elements that do not meet performance or final success criteria; this plan will include specific triggers for remediation if performance criteria are not being met.</li></ul>						
<p><b>Mitigation Measure BIO-2h: Nesting Bird Measures.</b></p> <p>The following measures will be implemented throughout the Master Plan area to minimize impacts on nesting San Francisco common yellowthroat, Alameda song sparrow, and other native bird species:</p> <ul style="list-style-type: none"><li>Nesting deterrence can be implemented to minimize the potential for nesting birds to constrain project activities or to be adversely affected by those activities. The most effective nesting deterrence in non-developed portions of the main plant is vegetation removal to remove nesting substrate. Vegetation that is to be affected by the project should be removed during the nonbreeding season (i.e., September 1 through January 31) if feasible. If necessary, removal of nest-starts (incomplete nests that do not yet contain eggs or young) by qualified biologists may occur during the breeding season. Such nest-start removal may begin early in the breeding season (e.g., February) and continue regularly until vegetation can be removed and construction commences. Some species, such as barn swallows or black phoebes, may establish nests on buildings or other structures. To deter birds from nesting on structures, netting or other deterrence devices may be installed to preclude birds from constructing nests. Such nesting deterrence should be implemented under the supervision of qualified biologists in order to prevent death or injury of birds as a result of improperly installed deterrence devices, and such devices will require regular maintenance to ensure that they are functioning property.</li><li>Prior to commencement of new activities (i.e., activities that are not currently ongoing in any given area) during the breeding season (February 1 through August 31), preconstruction surveys will be conducted by a qualified biologist no more than 7 days prior to the initiation of new disturbance in any given area to ensure that no active nests of species protected by the Migratory Bird Treaty Act or California Fish and Game Code will be disturbed during Master Plan implementation. During this survey, the biologist will inspect all potential nesting habitats (e.g., trees, shrubs, buildings, and various substrates on the ground) in the project area for nests. This survey will include suitable nesting substrates both within and outside the main plant fenceline. Surveys will be conducted within search radii corresponding to disturbance-free buffer zones described below for raptors (300 feet) and non-raptors (100 feet), including offsite areas adjacent to the Master Plan area (where such areas are accessible and are contained in the buffer zones).</li><li>If an active nest is found, a qualified biologist will determine the extent of a disturbance-free buffer zone to be established around the nest until nesting has been completed. Disturbance-free buffer zones are typically 300 feet for raptors and 100 feet for non-raptors, although factors such as existing disturbance and vegetation or structures that screen construction activities from a nest will be considered in determining the appropriate buffer. Nests will be considered active until surveys conducted by a qualified ornithologist confirm nesting is complete. However, construction within these radii may proceed if, based on monitoring of the birds behavior, a qualified biologist determines that such activities are not likely to result in the abandonment of the nest. Per CDFW recommendations, monitoring will be conducted as follows:<ul style="list-style-type: none"><li>A qualified biologist will monitor activity at each nest for three days prior to the onset of construction activities to develop a baseline of the normal behavior of the birds attending the nest. If the behavior observed at the nest is consistent on Days 1 and 2 of monitoring, Day 3 of monitoring may be skipped.</li></ul></li></ul>	<p>Contractor(s) to prepare construction plans that include schedule of vegetation removal, nest deterrence, preconstruction surveys, and buffer zones</p> <p>Contractor to identify qualified biologist to conduct nesting deterrence measures</p> <p>Contractor to remove vegetation within non-breeding season</p> <p>Biologist to implement nesting deterrence measures</p>	City of Sunnyvale Public Works Department	<p>Review qualifications of Contractor-nominated biologist and either approve or recommend identification of additional candidates.</p> <p>Verify inclusion of measures in contract specifications and construction plans</p>	Prior to construction	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	

TABLE 1 (Continued)

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
<div><div><div>– A qualified biologist will monitor activity at each nest for 8 hours on the first day that construction occurs within the standard buffer (e.g., within 100 feet of a non-raptor nest). If the biologist determines that the birds’ behavior is not adversely affected, Master Plan activities may continue. The biologist should continue to monitor the nests for 1 hour/day on any day when construction activities occur within the standard buffer around an active nest.</div><div>– If at any time the biologist determines that Master Plan activities within the standard buffer is adversely affecting the behavior of the birds such that the nest is in jeopardy of failing, construction activities should retreat to honor the standard buffer until the nest is no longer active (i.e., the young have fledged).</div></div></div>						
<p><b>Mitigation Measure BIO-3a: Avoidance of Open Water and Wetland Habitats.</b></p> <ul style="list-style-type: none"><li>Detailed design of WPCP improvements for the Master Plan will avoid and minimize impacts on open water and wetland resources to the extent feasible.</li><li>If open water and wetland habitats are present within 100 feet or less of the limits of disturbance in the Master Plan area, avoidance buffers shall be maintained between those habitats and construction areas that drain directly to them. These buffers should be at least 50 feet for general construction activities and 100 feet for grading, to the extent feasible. The avoidance buffers shall be designated as Environmentally Sensitive Areas and clearly identified in the field using orange fencing. No equipment, vehicles, or personnel are permitted within Environmentally Sensitive Areas. Environmentally Sensitive Areas shall be shown on Project plan sets. All Environmentally Sensitive Area fencing shall be maintained intact and in good condition throughout the duration of construction.</li><li>Any temporarily affected aquatic and wetland habitats will be restored to preconstruction elevations and contours, and temporarily affected wetlands will be revegetated using native plant species appropriate for the salinity, elevation, and location of the affected area.</li></ul>	Contractor(s) to prepare construction plans that incorporate habitat mitigation and buffer zones	City of Sunnyvale Public Works Department	<div>Verify inclusion of measures in contract specifications and construction plans</div> <div>Confirm placement of fencing at site against construction plans</div> <div>Confirm restoration to preconstruction elevations and contours</div>	<div>Prior to construction</div> <div>During construction</div> <div>After construction</div>	<div>Verified by:</div> <div>Date:</div>	
<p><b>Mitigation Measure BIO-3b: Compensatory Mitigation for Aquatic and Wetland Habitats.</b></p> <p>The City shall obtain permits from the USACE, RWQCB, and CDFW as needed to obtain authorization to affect jurisdictional waters. In order to ensure that the proposed Master Plan results in no net loss of wetland and aquatic habitat functions and values, the City shall compensate for the permanent loss of jurisdictional wetland and aquatic habitats through a combination of on-site and/or off-site restoration/creation and protection and enhancement of wetland habitat. The size and location(s) of the area(s) to be restored/created will be determined based on appropriate mitigation ratios derived in consultation with USACE, RWQCB, and CDFW, but the amount of compensatory mitigation provided shall be at least 1:1 (i.e., at least equivalent to the acreage of jurisdictional wetlands and other waters permanently affected). Prior to construction, the City of Sunnyvale will purchase credits from a mitigation bank approved by the applicable resource agencies and/or prepare a Mitigation and Monitoring Plan describing the proposed creation of mitigation wetlands that will satisfy the mitigation requirements. Impacts on jurisdictional wetlands and other waters may not commence until the adequate credits in a mitigation bank have been purchased and/or the City of Sunnyvale prepares the Mitigation and Monitoring Plan.</p> <p>The Mitigation and Monitoring Plan will be prepared by a qualified restoration ecologist and will include the following:</p> <ul style="list-style-type: none"><li>A summary of wetland impacts and the proposed wetland creation mitigation</li><li>Goals of the restoration to achieve no net loss of habitat functions and values</li><li>The location of the mitigation site and description of existing site conditions</li><li>Mitigation design:</li><li>Existing and proposed site hydrology, geomorphology, and geotechnical stability, if applicable</li><li>Grading plan if appropriate, including bank stabilization or other site stabilization features</li><li>Soil amendments and other site preparation elements as appropriate</li></ul>	<div>City to obtain all necessary regulatory permits.</div> <div>City to purchase credits from mitigation bank if required</div> <div>City or contractor(s) to retain qualified restoration ecologist to develop Mitigation and Monitoring Plan that adheres to measures listed</div> <div>Contractor to implement Mitigation and Monitoring Plan</div>	City of Sunnyvale Public Works Department	<div>Review qualifications of Contractor-nominated biologist and either approve or recommend identification of additional candidates.</div> <div>Verify inclusion of the Plan in contract specifications</div>	Prior to construction	<div>Verified by:</div> <div>Date:</div>	

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
<ul style="list-style-type: none"><li>Planting plan</li><li>Irrigation and maintenance plan</li><li>Construction schedule</li><li>Monitoring plan (including specific, objective final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule, etc.). Performance criteria will include the establishment of wetland vegetation on any vegetated wetland mitigation area within 5 years of mitigation implementation.</li><li>A contingency plan for mitigation elements that do not meet performance or final success criteria within 5 years; this plan will include specific triggers for remediation if performance criteria are not being met.</li></ul>						
<p><b>Mitigation Measure BIO-4a: Avoidance and Preservation of Trees.</b></p> <p>During detailed design of Master Plan activities, either within or outside the main plant fenceline, ordinance-sized trees will be avoided to the extent feasible. If it is determined during detailed design that impacts on some trees can be avoided, a construction-phase Tree Preservation Plan shall be prepared by a certified arborist prior to initiation of construction to describe how trees that will not be removed will be protected. The construction-phase Tree Preservation Plan shall include the following tree protection measures, which are based on guidelines established by the International Society for Arboriculture:</p> <ul style="list-style-type: none"><li>Establish an area surrounding individual trees or groups of trees to be protected during construction as defined by a circle concentric with each tree with a radius 1-1/2 times the diameter of the tree canopy drip line. This Tree Protection Zone is established to protect the tree trunk, canopy and root system from damage during construction activities and to ensure the long-term survival of the protected trees. The Tree Protection Zone shall: (1) ensure that no structures or buildings, that might restrict sunlight relative to the existing condition, will be constructed in proximity to the trees; and (2) that no improvements are constructed on the ground around the tree within the Tree Protection Zone, thus ensuring that there is sufficient undisturbed native soil surrounding the tree to provide adequate moisture, soil nutrients and oxygen for healthy root growth.</li><li>Protect tree root systems from damage caused by (a) runoff or spillage of noxious materials while mixing, placing, or storing construction materials and (b) ponding, eroding, or excessive wetting caused by dewatering operations through use of the following measures during excavation and grading:<ul style="list-style-type: none"><li>Excavation: Do not trench inside tree protection zones. Hand excavate under or around tree roots to a depth of 3 feet. Do not cut main lateral tree roots or taproots. Protect exposed roots from drying out before placing permanent backfill.</li><li>Grading: Maintain existing grades within tree protection zones. Where existing grade is 2 inches or less below elevation of finish grade, backfill with topsoil or native site soil. Place fill soil in a single uncompacted layer and hand grade to required finish elevation.</li><li>Apply 6-inch average thickness of wood bark mulch inside tree protection zones. Keep mulch 6 inches from tree trunks.</li></ul></li><li>Provide 48-inch tall orange plastic construction fencing fastened to steel T-posts, minimum six (6) feet in length, using heavyweight plastic ratchet ties. Install fence along edges of tree protection zones before materials or equipment are brought on site and construction operations begin. Maintain fence in place until construction operations are complete and equipment has been removed from site.</li><li>Provide temporary irrigation to all trees in protection zones that may have important root systems impacted by construction.</li></ul>	<p>Department of Community Development to determine whether ordinance applies to trees in the Master Plan area</p> <p>Contractor(s) to prepare construction plans maximizing avoidance of trees</p> <p>City or contractor to retain a qualified arborist to prepare Tree Preservation Plan</p> <p>Contractor(s) to implement Tree Preservation Plan measures</p>	City of Sunnyvale Public Works Department	<p>Review qualifications of Contractor-nominated arborist and either approve or recommend identification of additional candidates.</p> <p>Verify inclusion of the Plan measures in construction plans</p>	Prior to construction within Master Plan area	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	

TABLE 1 (Continued)

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Biological Resources (cont.)						
<p><b>Mitigation Measure BIO-4b: Master Plan Compensation for Impacts on Protected Trees.</b></p> <p>At the discretion of the Director of Community Development, the City will either replace any removed protected trees at a 1:1 ratio or pay an in-lieu fee into a fund.</p>	<p>Contractor or City to identify trees to be removed</p> <p>Qualified arborist to identify “protected” trees to be removed</p> <p>City to replace protected trees or pay in-lieu fee</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Review qualifications of Contractor-nominated arborist and either approve or recommend identification of additional candidates</p> <p>Confirm planting of replacement trees or payment of in-lieu fee</p>	<p>Prior to construction that would remove trees</p>		
Hydrology						
<p><b>Mitigation Measure HYD-2: Hydraulic Analysis of Levee Widening.</b></p> <p>Prior to design of the diurnal equalization and emergency storage facilities, or any Master Plan improvement that would require widening of the existing levee and road between the main plant and Pond 1, the City or its contractor will conduct a hydraulic analysis assessing the potential secondary effects of levee widening on water surface elevation and channel scour in Moffett Channel. Recommendations of the hydraulic analysis will be incorporated into project design and contractor specifications such that any changes to water surface elevation or the channel do not adversely affect channel capacity. The project will acquire a No-Rise Certification to confirm that the selected alternative will not cause an increase in water surface elevations along the Moffett Channel. This finding will be confirmed and certified by a registered professional engineer.</p>	<p>City or contractor(s) to conduct hydraulic analysis</p> <p>Registered professional engineer to certify that project will not cause an increase in water surface elevations</p> <p>Contractor to incorporate recommendations into design</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Verify inclusion in contract specifications</p> <p>Review and confirm No-Rise Certification</p>	<p>Prior to construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	
<p><b>Mitigation Measure HYD-3a: Flood Hazard Assessment and Design For Diurnal Equalization Tanks, Pump Station, and Pipeline.</b></p> <p>Prior to design of proposed WPCP improvements along Moffett Channel or within the oxidation ponds, the City will conduct a vulnerability analysis of project facilities to flooding, assess potential risks, and evaluate additional improvements that could reduce identified flood hazard risks. The evaluation will identify the flood safe elevation (FSE) as the sum of the (then) current base flood elevation (BFE) for the project area, the projected sea level rise during the project’s design service lifetime, and additional three to four feet of freeboard as determined necessary by a registered professional engineer. The risk assessment will address the construction and design of facilities below the FSE and the potential for significant loss, injury, or upset that could result from flooding, and identify feasible measures that could reduce flood hazard risks. Project design will incorporate the findings from the flood hazard assessment. Project design measures could include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Elevating the ground floor elevation of the diurnal equalization pump station above the FSE;</li><li>• Anchoring structures to prevent flotation, collapse and lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;</li><li>• Design of the extension of the primary effluent pipeline and associated support structures to minimize corrosion and ensure stability during occasional flooding;</li></ul> <p>The flood hazard assessment and selected design improvements for implementation shall be certified by a registered professional engineer to avoid a substantial risk of loss involving flooding.</p>	<p>City or contractor(s) conducts flood hazard assessment, certified by registered professional engineer</p> <p>Contractor(s) incorporates findings into project design</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Review flood hazard assessment recommendations for compliance with this measure.</p> <p>Verify contract specifications include incorporating flood hazard assessment recommendations into project design.</p>	<p>Prior to construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	
<p><b>Mitigation Measure HYD-3b: Restoration Plan for Ponds 1 and 2.</b></p> <p>Prior to restoration of the oxidation ponds, the City shall develop a restoration plan for the oxidation ponds, to be implemented upon decommissioning. The plan must include:</p> <ul style="list-style-type: none"><li>• Hydraulic analysis of the flooding and erosion effects resulting from breaching the levees surrounding Ponds 1 and 2.</li><li>• An assessment of the effects of breaching on the floodplain surrounding the WPCP.</li></ul>	<p>City or contractor(s) develops restoration plan for the oxidation ponds in accordance with this measure.</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Review restoration plan for compliance with this measure.</p> <p>Verify inclusion of restoration plan recommendations in contract specifications for pond decommissioning.</p>	<p>Prior to construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Hydrology (cont.)						
<ul style="list-style-type: none"><li>Regular inspection of the diurnal equalization and emergency storage facilities in coordination with a qualified engineer following breaching to look for evidence of erosion that appears to be associated with restoration of Ponds 1 and 2. If inspections identify excessive erosion, develop and implement a plan to protect the diurnal equalization and emergency storage facilities.</li><li>Restoration designs that reflect recommendations made by a qualified engineer.</li></ul>						
<b>Mitigation Measure HYD-3c: Flood Protection Prior to Levee Breaching.</b>  The City of Sunnyvale shall not breach levees to restore Ponds 1 and 2 until adequate flood protection is provided for the landward uses that could be affected by such breaching, as determined in the assessment of effects to the surrounding floodplain included in the Restoration Plan for Ponds 1 and 2.	City to verify adequate flood protection is provided  City shall not breach levees around Pond 1 and 2 until completion of this measure	City of Sunnyvale Public Works Department	Verify flood protection is adequate to protect landward uses	Prior to construction	<i>Verified by:</i>  <i>Date:</i>	
Water Quality						
<b>Mitigation Measure WQ-4: Water Quality Evaluation and Control Plan for Oxidation Pond Breaching and Restoration.</b>  During design of oxidation pond breaching and/or restoration, the City, in coordination with other agencies directly involved in planning and implementing of restoration activities, shall require preparation of a water quality evaluation for the proposed levee breach and associated pond restoration activities. The water quality evaluation shall evaluate anticipated construction activities, including disturbance and potential mobilization of pond sediments, and anticipated changes to pond area and nearby hydrodynamics, and evaluate their potential to influence each of the water quality parameters discussed in this analysis: temperature, salinity, DO, metals, mercury, methyl mercury, phytoplankton blooms, and nuisance algae. The water quality evaluation shall consider applicable water quality standards and goals defined in the Basin Plan, the Bay Conservation and Development Commission’s Bay Plan Policies on Water Quality, as applicable, and other applicable water quality standards. The water quality evaluation shall provide recommendations for the minimization of each category of potential water quality pollutants described above, sufficient to ensure that downstream beneficial uses would not be adversely affected, and that applicable water quality standards would not be exceeded. The City shall implement all recommendations identified in the water quality evaluation needed to preserve water quality and maintain consistency with the Basin Plan and other applicable water quality standards and requirements, and protect beneficial uses on site and downstream. The water quality evaluation shall also identify protocols and procedures for the deployment of long-term monitoring for temperature, salinity, dissolved oxygen, metals including mercury, methylmercury, phytoplankton blooms, and nuisance algae, and shall, in the event of exceedance of applicable standards established to protect beneficial use by the Regional Board, identify measures and actions as warranted to reduce pollutant emissions and protect beneficial uses using an adaptive management approach. Measures and actions warranted to reduce pollutant emissions and protect beneficial uses could include, but would not be limited to, characterization, monitoring or remediation of pond sediments, changing hydraulic residence times or manipulating other factors affecting the generation or presence of methylmercury.	City or its contractor(s) to prepare a water quality evaluation that adheres to the measure, in coordination with regulatory agencies  City or its contractor(s) to implement recommendations	City of Sunnyvale Public Works Department	Review water quality evaluation for adherence to this measure  Verify inclusion of water quality evaluation recommendations in contract specifications for pond decommissioning	Prior to construction	<i>Verified by:</i>  <i>Date:</i>	
Hazards and Hazardous Materials						
<b>Mitigation Measure HAZ-2a: Hazardous Building Materials Abatement.</b>  The City shall ensure that, prior to demolition, the building is surveyed for hazardous building materials including, electrical equipment containing polychlorinated biphenyl (PCBs), fluorescent light ballasts containing PCBs or bis(2-ethylhexyl) phthalate (DEHP), and fluorescent light tubes containing mercury vapors. These materials shall be removed and properly disposed of prior to the start of demolition or renovation. Light ballasts that are proposed to be removed during renovation shall be evaluated for the presence of PCBs and in the case where the presence of PCBs in the light ballast cannot be verified, they shall be assumed to contain PCBs, and handled and disposed of as such, according to applicable laws and regulations. Any other hazardous building materials identified either before or during demolition or renovation shall be abated according to federal, state, and local laws and regulations.	City or contractor(s) to conduct survey for hazardous building materials  Contractor to remove and properly dispose of materials as described	City of Sunnyvale Public Works Department	Verify inclusion of requirements in contract specifications  Review survey results  Confirm handling and disposal performed in compliance with laws and regulations	Prior to demolition    During demolition		

TABLE 1 (Continued)

MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Hazards and Hazardous Materials (cont.)						
<p><b>Mitigation Measure HAZ-2b: Health and Safety Plan.</b></p> <p>For each Master Plan improvement involving ground disturbing activities, the City or its contractor will prepare a Health and Safety Plan in accordance with federal OSHA regulations (29 CFR 1910.120) and Cal/OSHA regulations (8 CCR Title 8, Section 5192). Each Plan will be based on all activities proposed as part of the specific project and include designated personnel responsible for implementation of the Plan. The City will require each contractor for each individual construction contract to implement a Plan. Each Plan will include all required measures to protect construction workers and the general public potentially exposed to hazardous materials or wastes by including engineering controls, monitoring, and security measures to prevent dangerous levels of exposure and unauthorized entry to the construction area, and to reduce hazards outside of any construction area. If prescribed contaminant exposure levels are exceeded, personal protective equipment shall be required for workers in accordance with state and federal regulations. Compliance with the Health and Safety Plan will not be construed as approval of the adequacy of the contractor’s health and safety professional’s qualifications or any safety measure taken in or near the construction site. The contractor will be solely and fully responsible for compliance with all laws, rules, and regulations applicable to health and safety during the performance of the construction work.</p>	<p>Contractor(s) to prepare Health and Safety Plan and incorporate Plan in construction plans</p> <p>Contractor(s) to implement Plan</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Review each Health and Safety Plan</p> <p>Verify inclusion of Plan in contract specifications for each individual construction contract</p>	<p>Prior to ground disturbance</p>		
<p><b>Mitigation Measure HAZ-2c: Soil and Groundwater Management Plan.</b></p> <p>For any elements involving ground disturbing activities, the City will require the construction contractor to implement a Soil and Groundwater Management Plan, subject to review by the City that specifies the method for handling and disposal of contaminated soil and groundwater prior to demolition, excavation, and construction activities. The plan will include all necessary procedures to ensure that any excavated materials and fluids from throughout the Master Plan area generated during construction are stored, managed, and disposed of in a manner that is protective of human health and in accordance with applicable laws and regulations. The plan will include the following information.</p> <ul style="list-style-type: none"><li>• Step-by-step procedures for evaluation, handling, stockpiling, storage, testing, and disposal of excavated material, including criteria for reuse and offsite disposal. All excavated materials shall be inspected prior to initial stockpiling, and spoils that are visibly stained and/or have a noticeable odor shall be stockpiled separately to minimize the amount of material that may require special handling.</li><li>• Procedures to be implemented if unknown subsurface conditions or contamination are encountered, such as previously unreported tanks, wells, or contaminated soils.</li><li>• Detailed control measures for use and storage of hazardous materials to prevent the release of pollutants to the environment, and emergency procedures for the containment and cleanup of accidental releases of hazardous materials to minimize the impacts of any such release. These procedures shall also include reporting requirements in the event of a reportable spill or other emergency incident. At a minimum, the City or its contractor shall notify applicable agencies in accordance with guidance from the California Office of Emergency Services as well as the Santa Clara County Environmental Health Department.</li><li>• Procedures for containment, handling and disposal of groundwater generated from construction dewatering, the method used to analyze groundwater for hazardous materials likely to be encountered at specific locations and the appropriate treatment and/or disposal methods.</li></ul>	<p>Contractor to prepare Soil and Groundwater Management Plan</p> <p>Contractor to implement Plan</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Review Soil and Groundwater Management Plan</p> <p>Verify inclusion of Plan in contract specifications</p>	<p>Prior to ground disturbance</p>		

TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Cultural Resources						
<p><b>Mitigation Measure CUL-1. Assessment of Effects to Cargill Channel.</b></p> <p>Prior to implementation of the Diurnal Equalization and Emergency Storage Facilities project or other action that could affect the Cargill Channel, the City will retain a qualified historian or architectural historian to complete a specific assessment of effects of this action. If effects are found to be adverse, additional mitigation measures may be necessary, including supplemental Historic American Landscapes Survey documentation, as well as public interpretation efforts such as videotaping resources, a public outreach program, or signage at appropriate points near publically accessible viewsheds of Cargill Channel.</p>	<p>City or its contractor(s) to retain qualified historian or architectural historian</p> <p>Implement additional measures recommended in specific assessment</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Verify inclusion of specific assessment recommendations in contract specifications for Diurnal Equalization and Emergency Storage or other action that could affect Cargill Channel</p>	<p>Prior to construction of Diurnal Equalization and Emergency Storage or other action that could affect Cargill Channel</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	
<p><b>Mitigation Measure CUL-2: Unanticipated Discovery of Archaeological Resources.</b></p> <p>If prehistoric or historic-period archaeological resources are encountered, all construction activities within 100 feet will halt and the City of Sunnyvale will be notified. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (“midden”) containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include deposits of metal, glass, and/or ceramic refuse. A Secretary of the Interior-qualified archaeologist will inspect the findings within 24 hours of discovery. If it is determined that the project could damage a historical resource or a unique archaeological resource (as defined pursuant to the CEQA Guidelines), mitigation will be implemented in accordance with PRC Section 21083.2 and Section 15126.4 of the CEQA Guidelines, with a preference for preservation in place. Consistent with Section 15126.4(b)(3), this may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If avoidance is not feasible, a qualified archaeologist will prepare and implement a detailed treatment plan in consultation with City of Sunnyvale and, for prehistoric resources, the appropriate Native American representative. Treatment of unique archaeological resources will follow the applicable requirements of PRC Section 21083.2. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the project. The treatment plan will include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals.</p>	<p>City or Contractor to retain cultural resources expert to conduct preconstruction worker environmental awareness training on recognition of archaeological resources</p> <p>Contractor to notify City of Sunnyvale if resources encountered</p> <p>Secretary of the Interior-qualified archaeologist will inspect the findings within 24 hours of discovery</p> <p>Archaeologist, City, and contractor to implement mitigation as determined by archaeologist</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Verify inclusion of requirements in contract specifications</p>	<p>Prior to ground disturbance</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	
<p><b>Mitigation Measure CUL-3: Unanticipated Discovery of Paleontological Resources.</b></p> <p>If paleontological resources, such as fossilized bone, teeth, shell, tracks, trails, casts, molds, or impressions are discovered during ground-disturbing activities, work will stop in that area and within 100 feet of the find until a qualified paleontologist can assess the nature and importance of the find and, if necessary, develop appropriate treatment measures in conformance with Society of Vertebrate Paleontology standards, and in consultation with the City of Sunnyvale.</p>	<p>City or Contractor to retain cultural resources expert to conduct preconstruction worker environmental awareness training on recognition of archaeological resources</p> <p>Contractor to notify City of Sunnyvale if resources encountered</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Verify inclusion of requirements in contract specifications</p>	<p>Prior to ground disturbance</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	
<p><b>Mitigation Measure CUL-4: Unanticipated Discovery of Human Remains.</b></p> <p>In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find will cease until the Santa Clara County Coroner has been contacted to determine that no investigation of the cause of death is required. The NAHC will be contacted within 24 hours if it is determined that the remains are Native American. The NAHC will then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the City of Sunnyvale for the appropriate means of treating the human remains and any grave goods.</p>	<p>Contractor(s) shall monitor worker activities</p> <p>Contractor(s) shall halt work and notify the County Coroner, if necessary. If appropriate, Coroner shall notify NAHC. NAHC shall notify Most Likely Descendant (MLD).</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Verify inclusion of requirements in contract specifications</p>	<p>Prior to ground disturbance</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>	



TABLE 1 (Continued)  
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL AND MITIGATION MONITORING PROGRAM

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance	City Notes on Implementation
Aesthetics						
<p><b>Mitigation Measure AES-1: Levee Plantings and Visual Screening.</b></p> <p>The design of the access road and levee will include landscape plantings. Planting design will retain safety, structural integrity, and functionality of the access road and levee, and accessibility for maintenance, inspection, monitoring, and flood control. Design of the landscape plantings and vegetation management program will be coordinated with a civil engineer and landscape architect, along with the City of Sunnyvale, to ensure that landscaping and maintenance practices chosen are ecologically compatible, feasible, and compatible with flood damage protection. The levee planting plans chosen for implementation will be certified by a registered professional engineer to ensure reliable operation and maintenance of the access road and levee and reviewed by a qualified biologist to ensure compatibility of the plants with the existing plant mosaic.</p> <p>The Master Plan will also include fencing around the proposed equalization tanks and pump station. The fencing will be of sufficient height to block views of these facilities (i.e., six to eight feet above grade) and include aesthetic treatment to make the structure less visually obtrusive and blend in with the surrounding background. Possible aesthetic treatment can include architectural features such as color application, surface texture and pattern treatment.</p>	<p>Contractor to include landscape plantings in access road design, in coordination with the City and a registered professional engineer</p> <p>Contractor to include fencing in design that adheres to measure</p>	<p>City of Sunnyvale Public Works Department</p>	<p>Verify inclusion of planting design and fencing requirements in contract specifications.</p>	<p>Prior to construction of access road and levee improvements</p>		
Growth Inducement Potential and Secondary Effect of Growth						
<p><b>Mitigation Measure GI-1: Update Projections.</b></p> <p>Prior to implementation of Stage 2 of the conventional activated sludge and Stage 2 of solids thickening and dewatering facilities and processes, Stage 2 of the MBR facilities and Stage 2 of WPF solids thickening and dewatering facilities, or construction of a fifth digester, the City will initiate a new investigation of flows and loads capacity requirements to ensure that these facilities are appropriately sized to accommodate projected capacity needs consistent with (then) adopted plans and policies. Upon completion of construction of the above-noted facilities, the City will require that CEQA documents on development projects evaluate nitrogen deposition impacts on serpentine habitat and associated special-status species, and mitigate significant project-specific and cumulative impacts to less-than-significant levels. The analysis requirements and specific mitigation strategy(ies) will depend on the environmental setting at the time the Master Plan or WPF improvements are implemented, characteristics of the proposed development, and its relative contribution to the significant impact.</p>	<p>City to conduct and approve updated flows and loads investigation</p> <p>City Department of Community Development to review and apply this measure for development projects upon completion of Stage 2 of the conventional activated sludge and Stage 2 of solids thickening and dewatering facilities and processes, Stage 2 of the MBR facilities and Stage 2 of WPF solids thickening and dewatering facilities, or construction of a fifth digester.</p>	<p>Environmental Services Department (flows and loads investigation)</p> <p>Planning Officer (CEQA protocols)</p>	<p>Verify with other City departments</p>	<p>Concurrent with and subsequent to construction of Stage 2 of conventional activated sludge or MBR facilities, Stage 2 of solids thickening and dewatering facilities; or a fifth digester.</p>		

# SUNNYVALE WATER POLLUTION CONTROL PLANT MASTER PLAN

SCH # 2015062037

Final Program Environmental Impact Report

Prepared for  
City of Sunnyvale

July 2016





# SUNNYVALE WATER POLLUTION CONTROL PLANT MASTER PLAN

## Final Program Environmental Impact Report

Prepared for  
City of Sunnyvale

July 2016



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# CHAPTER 1

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## Introduction and Purpose

### 1.1 Purpose of the Final Environmental Impact Report

This report has been prepared to accompany the Draft Program Environmental Impact Report (Draft PEIR) for the City of Sunnyvale's Sunnyvale Water Pollution Control Plant (WPCP) Master Plan (Master Plan or project). The Draft PEIR identified the environmental consequences associated with construction and operation of the Master Plan and a variation of the Master Plan (the Water Purification Facilities or WPF), and recommended mitigation measures to reduce significant and potentially significant impacts. This document responds to the comments on, and makes revisions to, the Draft PEIR. City staff-initiated changes to the Draft PEIR text are also included in this document. Together with the Draft PEIR, this document constitutes the Final PEIR for the project.

The Final PEIR is an informational document prepared by the lead agency that must be considered by decision-makers before approving or denying a proposed project. (CEQA *Guidelines*, Section 15090). California Environmental Quality Act (CEQA) *Guidelines* (Section 15132) specify the following:

The Final EIR shall consist of:

- (a) The Draft EIR or a revision of that draft.
- (b) Comments and recommendations received on the Draft EIR either verbatim or in a summary.
- (c) A list of persons, organizations, and public agencies commenting on the Draft EIR.
- (d) The responses of the Lead Agency to significant environmental points raised in review and consultation process.
- (e) Any other information added by the Lead Agency.

This document has been prepared pursuant to CEQA and in conformance with the CEQA *Guidelines*.



## 1.2 Environmental Review Process

On February 29, 2016, the City of Sunnyvale (the Lead Agency) released for public review the Draft PEIR on the proposed Sunnyvale WPCP Master Plan. The required 45-day public review and comment period on the Draft PEIR closed on April 14, 2016. The City of Sunnyvale also held a public meeting to describe the findings of the Draft PEIR on March 17, 2016 at the Sunnyvale Community Center. The City undertook the following actions to inform the public of the availability of the Draft PEIR:

- A “Notice of Availability of Draft PEIR” was published in the San José Mercury News on February 29, 2016 and in the Sunnyvale Sun on March 4, 2016, and distributed to governmental agencies, interested parties, and individuals who provided scoping comments on the Notice of Preparation.
- The Draft PEIR was delivered to the State Clearinghouse on February 26, 2016.
- An email notice of the availability of the Draft EIR, which included a link to the Draft EIR, was also sent to various governmental agencies and other interested parties.
- Copies of the Draft PEIR were made available at City of Sunnyvale office, at the Sunnyvale Public Library, at the Calabazas Branch Library, the Cupertino Library and on-line on the City of Sunnyvale’s website:

<http://sunnyvale.ca.gov/Departments/%20PublicWorks/PublicWorksDivisions/Engineering.aspx>.

## 1.3 Organization of the Final PEIR

Chapter 2 of this document contains copies of comments received during the comment period and responses to those comments. Each comment is numbered in the margin of the comment letter, and the responses to all of the comments in a particular letter follow that letter. The comments are referenced alphanumerically by letter and comment number; the comment letters are coded with the initials of the commenter or agency/organization acronym. Where a response includes a change to the text of the Draft PEIR, a reference is made to Chapter 3, which contains revisions to the text of the Draft PEIR.

The following is a list of all persons and organizations that submitted comments on the Draft PEIR during the comment period:

Letter Code	Commenter
<i>State Agencies</i>	
SWRCB	Amanda Dwyer, California State Water Resources Control Board
RWQCB	Lila Tang, San Francisco Bay Regional Water Quality Control Board
OPR	Scott Morgan, California Governor’s Office of Planning and Research

Letter Code	Commenter
<b><i>Regional and Local Agencies</i></b>	
ABAG	Laura Thompson, San Francisco Bay Trail/Association of Bay Area Governments
CSCDEH	Noor Tietze, County of Santa Clara Department of Environmental Health, Vector Control District
CSCPRD	Hannah Cha, County of Santa Clara Parks and Recreation Department
CSCRAD	Aruna Bodduna, County of Santa Clara Roads and Airports Department
VTA	Roy Molseed, Santa Clara Valley Transportation Authority
<b><i>Organizations and Individuals</i></b>	
SJWC	John Tang, San Jose Water Company
Lucas1	Libby Lucas (4/10/2016)
Lucas2	Libby Lucas (4/12/2016)
Lucas3	Libby Lucas (4/15/2016)
Lucas4	Libby Lucas (4/12/2016)
Mattos	Kevin Mattos



## CHAPTER 2

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### Comments and Responses

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## 2.1 Responses to Comments from State Agencies

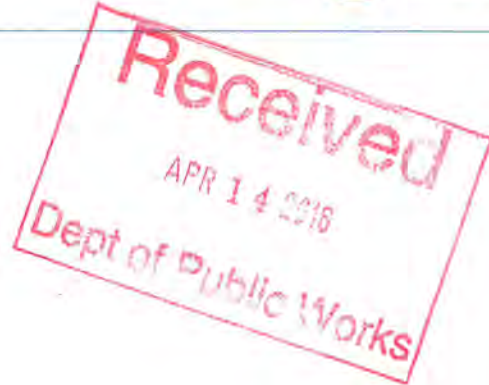
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EDMUND G. BROWN JR.  
GOVERNORMATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## State Water Resources Control Board

APR 11 2016

Allison Hood  
City of Sunnyvale  
P.O. Box 3707  
Sunnyvale, CA 94088



Dear Ms. Hood:

MASTER PLAN ENVIRONMENTAL IMPACT REPORT (MASTER PLAN) FOR CITY OF SUNNYVALE (CITY); SUNNYVALE WATER POLLUTION CONTROL PLANT (WPCP) MASTER PLAN (PROJECT); SANTA CLARA COUNTYCOUNTY; STATE CLEARINGHOUSE NO. 2015062037

We understand that the City is pursuing Clean Water State Revolving Fund (CWSRF) financing for this Master Plan at a project level. As a funding agency and a state agency with jurisdiction by law to preserve, enhance, and restore the quality of California's water resources, the State Water Resources Control Board (State Water Board) is providing the following information on the Master Plan to be prepared at the project level.

The State Water Board, Division of Financial Assistance, is responsible for administering the CWSRF Program. The primary purpose for the CWSRF Program is to implement the Clean Water Act and various state laws by providing financial assistance for wastewater treatment facilities necessary to prevent water pollution, recycle water, correct nonpoint source and storm drainage pollution problems, provide for estuary enhancement, and thereby protect and promote health, safety and welfare of the inhabitants of the state. The CWSRF Program provides low-interest funding equal to one-half of the most recent State General Obligation Bond Rates with a 30-year term. Applications are accepted and processed continuously. Please refer to the State Water Board's CWSRF website at:

[www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.shtml).

The CWSRF Program is partially funded by the United States Environmental Protection Agency and requires additional "CEQA-Plus" environmental documentation and review. Three enclosures are included that further explain the CWSRF Program environmental review process and the additional federal requirements. For the complete environmental application package please visit:

[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/srf\\_forms.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml). The State Water Board is required to consult directly with agencies responsible for implementing federal environmental laws and regulations. Any environmental issues raised by federal agencies or their representatives will need to be resolved prior to State Water Board approval of a CWSRF financing commitment for the proposed Project. For further information on the CWSRF Program, please contact Mr. Ahmad Kashkoli, at (916) 341-5855.

SWRCB-1



It is important to note that prior to a CWSRF financing commitment, projects are subject to provisions of the Federal Endangered Species Act (ESA), and must obtain Section 7 clearance from the United States Department of the Interior, Fish and Wildlife Service (USFWS), and/or the United States Department of Commerce National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NMFS) for any potential effects to special-status species.

Please be advised that the State Water Board will consult with the USFWS, and/or the NMFS regarding all federal special-status species that the Project has the potential to impact if the Project is to be financed by the CWSRF Program. The City will need to identify whether the Project will involve any direct effects from construction activities, or indirect effects such as growth inducement, that may affect federally listed threatened, endangered, or candidate species that are known, or have a potential to occur in the Project site, in the surrounding areas, or in the service area, and to identify applicable conservation measures to reduce such effects.

SWRCB-2

In addition, CWSRF projects must comply with federal laws pertaining to cultural resources, specifically Section 106 of the National Historic Preservation Act (Section 106). The State Water Board has responsibility for ensuring compliance with Section 106, and must consult directly with the California State Historic Preservation Officer (SHPO). SHPO consultation is initiated when sufficient information is provided by the CWSRF applicant. If the City decides to pursue CWSRF financing, please retain a consultant that meets the Secretary of the Interior's Professional Qualifications Standards ([http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm)) to prepare a Section 106 compliance report.

Note that the City will need to identify the Area of Potential Effects (APE), including construction and staging areas, and the depth of any excavation. The APE is three-dimensional and includes all areas that may be affected by the Project. The APE includes the surface area and extends below ground to the depth of any Project excavations. The records search request should extend to a ½-mile beyond Project APE. The appropriate area varies for different projects but should be drawn large enough to provide information on what types of sites may exist in the vicinity.

Other federal environmental requirements pertinent to the Project under the CWSRF Program include the following (for a complete list of all federal requirements please visit: [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/docs/forms/application\\_environmental\\_package.pdf](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/forms/application_environmental_package.pdf)):

- A. An alternative analysis discussing environmental impacts of the Project in either the CEQA document (Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report) or in a separate report.
- B. Compliance with the Federal Clean Air Act: (a) Provide air quality studies that may have been done for the Project; and (b) if the Project is in a nonattainment area or attainment area subject to a maintenance plan; (i) provide a summary of the estimated emissions (in tons per year) that are expected from both the construction and operation of the Project for each federal criteria pollutant in a nonattainment or maintenance area, and indicate if the nonattainment designation is moderate, serious, or severe (if applicable); (ii) if emissions are above the federal de minimis levels, but the Project is sized to meet only the needs of current population projections that are used in the approved State Implementation Plan for air quality, quantitatively indicate how the proposed capacity increase was calculated using population projections.

SWRCB-3

- C. Compliance with the Coastal Zone Management Act: Identify whether the Project is within a coastal zone and the status of any coordination with the California Coastal Commission.
- D. Protection of Wetlands: Identify any portion of the proposed Project area that should be evaluated for wetlands or United States waters delineation by the United States Army Corps of Engineers (USACE), or requires a permit from the USACE, and identify the status of coordination with the USACE.
- E. Compliance with the Farmland Protection Policy Act: Identify whether the Project will result in the conversion of farmland. State the status of farmland (Prime, Unique, or Local and Statewide Importance) in the Project area and determine if this area is under a Williamson Act Contract.
- F. Compliance with the Migratory Bird Treaty Act (MBTA): List any birds protected under this act that may be impacted by the Project and identify conservation measures to minimize impacts.
- G. Compliance with the Flood Plain Management Act: Identify whether or not the Project is in a Flood Management Zone and include a copy of the Federal Emergency Management Agency flood zone maps for the area.
- H. Compliance with the Wild and Scenic Rivers Act: Identify whether or not any Wild and Scenic Rivers would be potentially impacted by the Project and include conservation measures to minimize such impacts.

SWRCB-3  
cont.

Following are specific comments on the City's draft Master Plan:

1. Page 3-23 states that chloramine disinfection could be used in the WPCP. Would using this disinfection process increase salt levels in effluent?
2. Page 4.7-79 states that impacts to salt marsh harvest mice habitat could occur, but would occur at a minimum level. Could this impact still lead to take of this species?
3. Page 6-14 states that Master Plan and water purification facility construction would have a cumulative significant and unavoidable impact to air quality and would conflict with an air quality plan. Would a general conformity analysis be required for the Master Plan or any projects tiered from the Master Plan?
4. Page 6-23 states that the Master Plan would have significant and unavoidable impacts to ruddy ducks. Is this species protected by the ESA or MBTA? Are there any possible mitigation measures that could be implemented to reduce impacts, even if impacts cannot be reduced to a less than significant level?

SWRCB-4

SWRCB-5

SWRCB-6

SWRCB-7

Please provide us with the following documents applicable to the proposed Project following the City's California Environmental Quality Act (CEQA) process: (1) one copy of the draft and final Master Plan, (2) the resolution certifying the Master Plan and making CEQA findings, (3) all comments received during the review period and the City's response to those comments, (4) the adopted Mitigation Monitoring and Reporting Program (MMRP), and (5) the Notice of Determination filed with the Santa Clara County Clerk and the Governor's Office of Planning and Research, State Clearinghouse. In addition, we would appreciate notices of any hearings or meetings held regarding environmental review of any projects to be funded by the State Water Board.

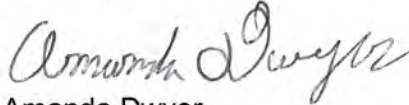
SWRCB-8



Thank you for the opportunity to review the City's draft Master Plan. If you have any questions or concerns, please feel free to contact me at (916) 341-5686, or by email at [Amanda.Dwyer@waterboards.ca.gov](mailto:Amanda.Dwyer@waterboards.ca.gov), or contact Ahmad Kashkoli at (916) 341-5855, or by email at [Ahmad.Kashkoli@waterboards.ca.gov](mailto:Ahmad.Kashkoli@waterboards.ca.gov).

↑  
SWRCB-8  
cont.

Sincerely,



Amanda Dwyer  
Environmental Scientist

Enclosures (3)

1. Clean Water State Revolving Fund Environmental Review Requirements
2. Quick Reference Guide to CEQA Requirements for State Revolving Fund Loans
3. Basic Criteria for Cultural Resources Reports

cc: State Clearinghouse  
(Re: SCH# 2015062037)  
P.O. Box 3044  
Sacramento, CA 95812-3044

## CLEAN WATER STATE REVOLVING FUND

## Basic Criteria for Cultural Resources Report Preparation

State Water Resources Control Board

Division of Financial Assistance

For Section 106 Consultation with the State Historic Preservation Officer (SHPO)  
under the National Historic Preservation Act

**CULTURAL RESOURCES REPORT**

The Cultural Resources Report must be prepared by a qualified researcher that meets the Secretary of the Interior's Professional Qualifications Standards. Please see the Professional Qualifications Standards at the following website at: [http://www.cr.nps.gov/local-law/arch\\_stnds\\_9.htm](http://www.cr.nps.gov/local-law/arch_stnds_9.htm)

The Cultural Resources Report should include one of the four "findings" listed in Section 106. These include:

***"No historic properties affected"***

(no properties are within the area of potential effect (APE; including below the ground).

***"No effect to historic properties"***

(properties may be near the APE, but the project will not have any adverse effects).

***"No adverse effect to historic properties"***

(the project may affect "historic properties", but the effects will not be adverse).

***"Adverse effect to historic properties"***

Note: Consultation with the SHPO will be required if a "no adverse effect to historic properties" or an "adverse effect to historic properties" determination is made, to develop and evaluate alternatives or modifications to the proposed project that could avoid, minimize or mitigate adverse effects on "historic properties."

**RECORDS SEARCH**

- A records search (less than one year old) extending to a half-mile beyond the project APE from a geographically appropriate Information Center is required. The records search should include maps that show all recorded sites and surveys in relation to the APE for the proposed project, and copies of the confidential site records included as an appendix to the Cultural Resources Report.
- The APE is three-dimensional (depth, length and width) and all areas (e.g., new construction, easements, staging areas, and access roads) directly affected by the proposed project.



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## NATIVE AMERICAN and INTERESTED PARTY CONSULTATION

- Native American and interested party consultation should be initiated at the planning phase of the proposed project to gather information to assist with the preparation of an adequate Cultural Resources Report.
- The Native American Heritage Commission (NAHC) must be contacted to obtain documentation of a search of the Sacred Lands Files for or near the project APE.
- All local Native American tribal organizations or individuals identified by the NAHC must be contacted by certified mail, and the letter should include a map and a description of the proposed project.
- Follow-up contact should be made by telephone and a phone log maintained to document the contacts and responses.
- Letters of inquiry seeking historical information on the project area and local vicinity should be sent to local historical societies, preservation organizations, or individual members of the public with a demonstrated interest in the proposed project.

Copies of all documents mentioned above (project description, map, phone log and letters sent to the NAHC and Native American tribal organizations or individuals and interested parties) must be included in the Cultural Resources Report.

**Contact Information:** For more information related to the CWSRF Program Cultural Resources and Requirements, please contact Mr. Ahmad Kashkoli at 916-341-5855 or [Ahmad.Kashkoli@waterboards.ca.gov](mailto:Ahmad.Kashkoli@waterboards.ca.gov)

## PRECAUTIONS

A finding of ***“no known resources”*** without supporting evidence is unacceptable. The Cultural Resources Report must identify resources within the APE or demonstrate with sufficient evidence that none are present.

***“The area is sensitive for buried archaeological resources,”*** followed by a statement that ***“monitoring is recommended.”*** Monitoring is not an acceptable option without good-faith effort to demonstrate that no known resource is present.

If ***“the area is already disturbed by previous construction”*** documentation is still required to demonstrate that the proposed project will not affect “historic properties.” An existing road can be protecting a buried archaeological deposit or may itself be a “historic property.” Additionally, previous construction may have impacted an archaeological site that has not been previously documented.

## SHPO CONSULTATION LETTER

Submit a draft consultation letter prepared by the qualified researcher with the Cultural Resources Report to the State Water Resources Control Board. A draft consultation letter template is available for download on the State Water Board webpage at: [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/cwsrf\\_requirements.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/cwsrf_requirements.shtml)



## CLEAN WATER STATE REVOLVING FUND

## California Environmental Quality Act Requirements

State Water Resources Control Board

Division of Financial Assistance

The State Water Resources Control Board (State Water Board), Division of Financial Assistance, administers the Clean Water State Revolving Fund (CWSRF) Program. The CWSRF Program is partially funded by grants from the United States Environmental Protection Agency. All applicants seeking CWSRF financing must comply with the California Environmental Quality Act (CEQA), and provide sufficient information so that the State Water Board can document compliance with federal environmental laws. The "Environmental Package" provides the forms and instructions needed to complete the environmental review requirements for CWSRF Program financing. It is available at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/srf\\_forms.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml)



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to keep California's water clean.**  
CLEAN WATER STATE REVOLVING FUND

**Contact Information:** For more information related to the CWSRF Program environmental review process and requirements, please contact your State Water Board Project Manager or Mr. Ahmad Kashkoli at 916-341-5855 or [Ahmad.Kashkoli@waterboards.ca.gov](mailto:Ahmad.Kashkoli@waterboards.ca.gov)

## LEAD AGENCY

The applicant is usually the "Lead Agency" and must prepare and circulate an environmental document before approving a project. Only a public agency, such as a local, regional or state government, may be the "Lead Agency" under CEQA. If a project will be completed by a non-governmental organization, "Lead Agency" responsibility goes to the first public agency providing discretionary approval for the project.

## RESPONSIBLE AGENCY

The State Water Board is generally a "Responsible Agency" under CEQA. As a "Responsible Agency," the State Water Board must make findings based on information provided by the "Lead Agency" before financing a project.

## ENVIRONMENTAL REVIEW

The State Water Board's environmental review of the project's compliance with both CEQA and federal cross-cutting regulations must be completed before a project can be financed by the CWSRF Program.

## DOCUMENT REVIEW

Applicants are encouraged to consult with State Water Board staff early during preparation of CEQA document if considering CWSRF financing. Applicants shall also send their environmental documents to the State Water Board, Environmental Review Unit during the CEQA public review period. This way, any environmental concerns can be addressed early in the process.

## REQUIRED DOCUMENTS

The Environmental Review Unit requires the documents listed below to make findings and complete its environmental review. Once the State Water Board receives all the required documents and makes its own findings, the environmental review for the project will be complete.

- ✓ Draft and Final Environmental Documents: Environmental Impact Report, Negative Declaration, and Mitigated Negative Declaration as appropriate to the project
- ✓ Resolution adopting/certifying the environmental document, making CEQA findings, and approving the project
- ✓ All comments received during the public review period and the "Lead Agency's" responses to those comments
- ✓ Adopted Mitigation Monitoring and Reporting Plan, if applicable
- ✓ Date-stamped copy of the Notice of Determination or Notice of Exemption filed with the County Clerk(s) and the Governor's Office of Planning and Research
- ✓ CWSRF Evaluation Form for Environmental Review and Federal Coordination with supporting documents



STATE WATER RESOURCES CONTROL BOARD  
CALIFORNIA WATER QUALITY CONTROL BOARD  
[waterboards.ca.gov](http://waterboards.ca.gov)

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### **2.1.1 Response to Comments from California State Water Resources Control Board, Amanda Dwyer, 4/11/2016**

SWRCB-1 This comment, describing the Clean Water State Revolving Fund Program, is acknowledged.

SWRCB-2 This comment, describing the consultation duties of the State Water Board under provisions of the Federal Endangered Species Act and Section 106 of the National Historic Preservation Act, and summarizing the associated information that would be needed from the City of Sunnyvale, is acknowledged.

Draft PEIR Table 3-4 (page 3-51) identifies the approvals needed to implement the Sunnyvale Water Pollution Control Plant Master Plan (Master Plan). Draft PEIR Section 4.7, Biological Resources, and Section 4.14, Cultural Resources, discuss impacts to federally-listed endangered species and to cultural resources, respectively. When the City of Sunnyvale pursues Clean Water State Revolving Fund financing for particular Master Plan improvements, the City will provide suitable background reports (such as a Biological Assessment for any projects that could adversely affect species or habitat of species protected under the Federal Endangered Species Act) to support the State Water Board's consultation duties.

SWRCB-3 This comment, summarizing other environmental requirements pertinent to the Master Plan under the Clean Water State Revolving Fund Program, is acknowledged.

When the City of Sunnyvale pursues Clean Water State Revolving Fund financing for particular Master Plan improvements, the City will prepare an "Environmental Package"<sup>1</sup> as part of its financing application, containing all environmental attachments (E-1 through E-10, or portions thereof) required pursuant to the type of CEQA documentation prepared for the particular Master Plan improvement. Much, but not all, of the information needed to respond is included in the Draft PEIR.

SWRCB-4 This comment questions whether using a chloramine disinfection process would increase salt levels in WPCP effluent.

As discussed on Draft PEIR page 3-13, the City proposes to stage replacement of secondary treatment facilities by using a Split Flow configuration prior to full conversion to conventional activated sludge. As described on Draft PEIR page 3-23, an interim transition to a chloramine disinfection process will only be required if the residual effluent ammonia is found to be insufficient for the extent of chloramine formation needed to limit trihalomethane (THM) formation. Split-flow configuration is

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<sup>1</sup> An Environmental Package is one part of the four packages required by the State Water Resources Control Board for review of eligibility for funding through the Clean Water State Revolving Fund (SRF) and the Water Recycling Funding Program. Information about the SRF program and application materials is available at [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/srf\\_forms.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml).



expected to result in sufficient residual ammonia from the existing lagoon treatment process to enable chloramine formation without the addition of aqueous ammonia during most of the year. However, lagoon system performance can vary seasonally and pilot testing has not yet been performed. This project is included in the program in the event pilot testing shows that additional aqueous ammonia may be needed, for example, on a seasonal basis.

For purposes of this response it is presumed that the commenter is referring to a change in recycled water quality, as there are no water quality criteria for total dissolved solids (TDS) that would be applicable to the WPCP discharge into Moffett Channel.<sup>2</sup>

In response, if an external source of added ammonia were necessary to disinfect with chloramine, then a small increase in recycled water TDS would result. Typically only a few parts per million of ammonia are required, which would not result in a substantial increase over current TDS levels. It is possible that the necessary quantity of ammonia can be provided by operating the nitrification process in a way that allows a small amount of ammonia to carry through to the disinfection process, which would limit the amount of externally-sourced additional ammonia needed for adequate disinfection.

In addition, if the oxidation ponds are removed from the future treatment process train, a significant decrease in average TDS can be expected, as the current evaporative losses in the ponds (a source of increased TDS) will be eliminated. Even if the ponds are retained to provide a portion of secondary treatment (e.g., under the Split Flow option), it may be possible to isolate a portion of the conventional activated sludge process effluent through the subsequent recycled water production processes, to maintain a lower TDS in the recycled water produced.

As discussed starting on Draft PEIR page 4.10-35, the City currently produces recycled water that meets Title 22 requirements for water quality and expects to produce additional recycled water similarly in compliance with Title 22 in the future.

As stated in Draft PEIR page 3-9, objectives of the Master Plan include developing process improvements to meet current and future water quality requirements and maintaining wastewater operations to meet regulatory standards during the course of implementing the Master Plan improvements. The City of Sunnyvale intends to continue to comply with RWQCB water quality limitations.

SWRCB-5 This comment questions whether the impacts to salt marsh harvest mouse habitat identified in the Draft PEIR could lead to take of the species.

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<sup>2</sup> As discussed starting on Draft PEIR page 4.10-26, the WPCP operates under multiple National Pollutant Discharge Elimination System permits issued by the RWQCB. Effluent limitations for the WPCP do not include limitations on total dissolved solids (TDS), which would include salts, because WPCP effluent flows to the estuarine tidal reach of Moffett Channel. In this estuarine environment, TDS varies over a wide range of values under natural conditions (and is generally much higher than the TDS of WPCP effluent).

In response, aspects of the Master Plan could result in “take” of the salt marsh harvest mouse, as defined by the U.S. Fish and Wildlife (USFWS) pursuant to the Federal Endangered Species Act (FESA), in the form of loss of this species’ habitat. This could occur during construction of facilities along Moffett Channel, such as construction of Diurnal Equalization Tanks and Emergency Storage basins described on Draft PEIR page 3-17. If the City seeks Clean Water State Revolving Fund Program financing for any Master Plan improvements that could affect habitat of this species, FESA consultation with the USFWS would occur prior to any activities that could result in take of this species via habitat loss.

Because the salt marsh harvest mouse is listed by the California Department of Fish and Wildlife (CDFW) as “fully protected”, take in the narrower sense used by the CDFW pursuant to the California Endangered Species Act (i.e., pertaining to the injury, mortality, or handling of individual salt marsh harvest mice, rather than habitat impacts) is not permissible. This is stated on Draft PEIR page 4.7-79. As a result, Draft PEIR Mitigation Measure BIO-2g (page 4.7-85) includes measures to avoid take of individuals, and no take of the salt marsh harvest mouse as defined by the CDFW would occur.

SWRCB-6 In this comment the SWRCB questions whether a general conformity analysis under the federal Clean Air Act would be required for the Master Plan or any projects tiered from the Master Plan.

In response, the air quality analysis described in the Draft PEIR was conducted pursuant to California Environmental Quality Act (CEQA) requirements and pursuant to Bay Area Air Quality Management District CEQA Guidelines. To date, there has not been a federal action related to the Master Plan that would trigger an evaluation under the federal Clean Air Act; however, should the City of Sunnyvale pursue Clean Water State Revolving Fund financing for particular Master Plan improvements, it would prepare an Environmental Package and include a technical memorandum addressing application of the General Conformity Rule to the improvements (consistent with Item E1.1, Clean Air Act, of the State Revolving Fund environmental package application).

SWRCB-7 This comment questions whether ruddy ducks are protected by the Federal Endangered Species Act or the Migratory Bird Treaty Act (MBTA), and asks if mitigation measures could be implemented that would reduce impacts even if impacts are not reduced to a less-than-significant level.

To clarify, the text on Draft PEIR page 6-23 does not indicate that the Master Plan alone would have significant and unavoidable impacts to ruddy ducks. Rather, it indicates that should restoration of Ponds 1 and 2 occur (if those ponds are converted to tidal habitats), the Master Plan would have a potentially considerable contribution to a

significant cumulative impact on this species' habitat, cumulative impacts that are driven primarily by other, larger projects.

The ruddy duck is not a rare species, and it is not protected by the state or federal Endangered Species Acts. Individual ruddy ducks are protected from take by the MBTA, but the MBTA does not regulate habitat alteration such as may occur as a result of the decommissioning of Ponds 1 and 2.

The ruddy duck occurs in the Master Plan area primarily as a nonbreeder (fall into spring) in Ponds 1 and 2. Small numbers may nest in the Master Plan area, but these represent a small fraction of the ruddy ducks that use the area. The only mitigation measures that would reduce the impact to ruddy ducks would involve maintaining large areas of managed pond(s) in the Master Plan area. Such measures may not be feasible in the long-term, as they would necessitate maintenance of levees around the ponds, including potentially raising the levees to accommodate sea-level rise. Such measures would preclude the ability to restore tidal action in Ponds 1 and 2. Tidal action restoration would provide habitat for San Francisco Bay tidal marsh species, such as the California Ridgway's rail and salt marsh harvest mouse, that are far more imperiled locally and globally than the ruddy duck. As a result, the Master Plan did not identify any feasible mitigation measures to reduce its contributions to cumulative impacts to ruddy ducks.

SWRCB-8 This comment, requesting that the City of Sunnyvale provide to the SWRCB documents associated with the CEQA process, is acknowledged.

The requested materials, including the Master Plan, will be made available online at <http://www.sunnyvalecleanwater.com/>, once they are approved.

Via email only: [ahood@sunnyvale.ca.gov](mailto:ahood@sunnyvale.ca.gov)

April 14, 2016  
CIWQS Place ID: 259507

City of Sunnyvale  
Public Works Department  
456 W. Olive Avenue  
Sunnyvale, CA 94086  
ATTN: Alison Hood, Senior Engineer

**SUBJECT: Comments on Draft Program Environmental Impact Report,  
Proposed Sunnyvale Water Pollution Control Plant Master Plan,  
City of Sunnyvale, Santa Clara County**

Dear Ms. Hood:

We appreciate the opportunity to review the Draft Environmental Impact Report (EIR) for the proposed Sunnyvale Water Pollution Control Plant Master Plan. We support the project objectives, particularly those related to maximizing water recycling. Our hope in providing these comments is that the EIR will facilitate our permitting processes.

RWQCB-1

**Antidegradation Analysis.** The Draft EIR should include an antidegradation analysis that determines whether the project will comply with the State and federal antidegradation policies. For the purpose of the draft EIR, the water quality thresholds of significance include violations of water quality standards or waste discharge requirements, and substantial degradation of water quality. Even if surface water and groundwater discharges were to comply with water quality objectives, they may not comply with antidegradation policies if they substantially degrade water quality. Because the Regional Water Board cannot allow degradation in some circumstances, and must make discretionary findings justifying degradation in others, a thorough antidegradation analysis is needed before the City can conclude that the Regional Water Board will be able to issue the permits necessary for the project to move forward. The antidegradation analysis should consider how increased discharge volumes, pollutant concentrations, and pollutant loads could degrade surface and groundwaters. (See State Water Resources Control Board Administrative Procedures Update No. 90-004, July 2, 1990.)

RWQCB-2

**Reverse Osmosis Concentrate.** The Draft EIR discusses three options for managing reverse osmosis (RO) concentrate. One of them, sending concentrate to the East Bay Dischargers Authority, seems wholly unrealistic since it would involve constructing a pipeline to the East Bay.

RWQCB-3

The Draft EIR discusses possibly blending the RO concentrate with existing discharges. The Draft EIR should evaluate the feasibility of compliance with whole effluent toxicity objectives and identify appropriate mitigation, as necessary, before concluding that there would be no significant adverse environmental impact. We recognize that Mitigation Measure WPF-WQ-4 calls for an RO concentrate management study, but the City cannot conclude for purposes of this EIR that deferring this analysis to a future study will mitigate this potential impact to a less-than-significant level.

RWQCB-3  
cont.

**Oxidation Pond Mercury.** We appreciate the attention given to the potential for mercury-related impacts. However, Mitigation Measure WQ-4 appears to defer a meaningful analysis to a future study that would evaluate the potential for impacts and propose specific mitigation. Unfortunately, without more information, the City cannot now conclude for this EIR that such mitigation would reduce potential impacts to a less-than-significant level. At a minimum, the City should include remediation requirements within Mitigation Measure WQ-4.

**Other Oxidation Pond Contaminants.** The oxidation ponds have been used for wastewater treatment since 1965. Wastewater treatment and disposal was much different then, and many products in commerce at that time contained toxic pollutants that may still persist in the ponds, particularly in sediment. Dislodging these contaminants could pose significant impacts. Without more information, the City cannot conclude that there would be no significant impacts. Monitoring data are needed to fully assess the potential for impacts. Mitigation could include monitoring to characterize potential contaminants, but it must also include remediation requirements.

RWQCB-4

Please contact Marcia Liao at (510) 622-2337 or by email at [marcia.liao@waterboards.ca.gov](mailto:marcia.liao@waterboards.ca.gov) if you have any questions regarding the above comments.

Sincerely,



Lila Tang  
Chief, NPDES Wastewater Division

## 2.1.2 Response to Comments from the San Francisco Bay Regional Water Quality Control Board, Lila Tang, 4/14/2016

RWQCB-1 The Regional Water Quality Control Board’s support for the project objectives and intent to facilitate the permitting process by commenting on the PEIR are acknowledged.

The PEIR is a programmatic EIR. As discussed in Chapter 1, *Introduction*, of the Draft PEIR, detailed design and construction information is not currently available for the improvements described in the Master Plan; further environmental review pursuant to CEQA would occur prior to approval of individual Master Plan improvements. The Draft PEIR evaluates proposed changes at the WPCP over a 20-plus year period; the water purification facilities are 10-15 years from implementation, with additional CEQA review anticipated during 2020-2025. Draft PEIR page 3-51 lists the approvals the Draft PEIR supports. The City of Sunnyvale and the Santa Clara Valley Water District are not pursuing RWQCB approvals at this time, but either agency may seek relevant approvals from the RWQCB upon undertaking further environmental review pursuant to CEQA.

As a program EIR, the Draft PEIR formulates program-level mitigation to avoid or reduce identified adverse environmental effects. The CEQA Guidelines<sup>1</sup> state that “the degree of specificity required in an EIR will correspond to the degree of specificity involved in the underlying activity which is described in the EIR.” The Guidelines state further, for example, that “an EIR on a construction project will necessarily be more detailed in the specific effects of the project than will be an EIR on the adoption of a local general plan or comprehensive zoning ordinance because the effects of the construction can be predicted with greater accuracy.”<sup>2</sup> Consistent with CEQA requirements, the specificity of the program-level analysis corresponds to the level of detail that is available on the program-level components. Until it is known whether or how the City or another entity will proceed with the program-level elements, the lack of detailed project information precludes project-level analysis. Consequently, the program-level WPCP improvements (e.g., projects that depend on future water quality regulations and technological innovations planned for the future) are evaluated more generally, with the understanding that additional detail will be provided during subsequent CEQA evaluation.

The advantage of programmatic analysis is to allow earlier and more comprehensive evaluation of the WPCP, even though the implementation of some elements may depend upon a number of factors that cannot be estimated with certainty at this time. The evaluation of program-level WPCP Master Plan improvements provides a foundation of analysis to ensure that the collective impacts of these improvements, as

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<sup>1</sup> Section 15146

<sup>2</sup> CEQA Guidelines, Section 15146(a)

well as their cumulative impacts, are adequately characterized, and that subsequent, CEQA-required impact analyses adequately delineate impacts and apply mitigation.

**RWQCB-2** The comment states that the Draft PEIR should include an antidegradation analysis that determines whether the project will comply with State and federal antidegradation policies, stating that “even if surface water and groundwater discharges were to comply with water quality objectives, they may not comply with antidegradation policies if they substantially degrade water quality. Because the Regional Water Board cannot allow degradation in some circumstances, and must make discretionary findings justifying degradation in others, a thorough antidegradation analysis is needed before the City can conclude that the Regional Water Board will be able to issue the permits necessary for the project to move forward. The antidegradation analysis should consider how increased discharge volumes, pollutant concentrations, and pollutant loads could degrade surface water quality.”

The commenter references the RWQCB’s requirement to comply with State and federal antidegradation policies. By way of background, in 1990 the SWRCB adopted an Administrative Procedures Update (APU 90-004), which specifies guidance to the Regional Boards for implementing the state and federal antidegradation policies. Draft PEIR page 4.10-13 includes a discussion of antidegradation policies.

As indicated in **Response RWQCB-1**, the City and District are not pursuing RWQCB approvals at this time, but either agency may seek approvals, as warranted, from the RWQCB upon undertaking further project definition and environmental review pursuant to CEQA. A discussion of the water quality effects of the Master Plan and WPF, based on content of the Draft PEIR, follows, and addresses the potential need for an antidegradation analysis.

The water treatment technologies proposed in the Master Plan and the WPF (starting on Draft PEIR page 3-13) are intended and expected to improve effluent quality. As described on Draft PEIR page 4.10-32, conventional activated sludge would improve nutrient removal and new disinfection technology would be designed to control disinfection byproducts. The WPF would be consistent with the RWQCB San Francisco Basin Plan by reducing discharges to San Francisco Bay, as discussed on Draft PEIR page 4.10-39. As discussed in Draft PEIR Sections 4.10.3.4 and 4.10.3.5, the Master Plan is anticipated to operate in compliance with applicable water quality regulations.

In addition, the City and the District intend to comply with applicable water quality requirements including the City’s current NPDES permits (discussed on Draft PEIR page 4.10-26) and the groundwater replenishment and other regulations identified on Draft PEIR pages 4.10-20 through 4.10-22.

Studies currently underway or proposed for the WPF are identified on Draft PEIR pages 2-8 and 2-9, and include feasibility studies, reverse osmosis concentrate management studies, operational studies, and groundwater studies. Results of these studies will inform future planning and design of the WPF.

Based on the current project definition, the Draft PEIR analyses, the commitment of the City and District, and compliance with water quality requirements, no degradation is anticipated. The District has also prepared an antidegradation analysis for the Santa Clara Groundwater Subbasin as part of its recent Salt and Nutrient Management Plan (SNMP; SCVWD, 2014), which is described in the Draft PEIR beginning on page 4.10-5 and described in greater detail below to highlight the available total dissolved solids (TDS) assimilative capacity of the Subbasin groundwater.

The simple antidegradation analysis was included as part of the regional and cumulative impacts analysis presented in Chapter 3 of the SNMP. This analysis demonstrates that multiple recycled water and advanced treated water projects in the Santa Clara Groundwater Subbasin use a minor amount of the available TDS assimilative capacity. The analysis also shows that the assimilative capacity is expected to increase (i.e., concentrations are projected to decline) for both nitrate and TDS in the Coyote Valley, and for nitrate in the Santa Clara Plain. Groundwater TDS concentrations are projected to increase in the Santa Clara Plain by 2035, but are not projected to exceed the Basin Plan objective. SNMP Chapter 3 demonstrates that the minority of the projected Santa Clara Plain TDS increase is attributable to recycled water/purified water irrigation. As described on Draft PEIR page 4.10-38, the TDS of purified water produced by the WPF would range from 20 to 40 mg/L; the overall volume-weighted average Santa Clara Plain (the relevant portion of the Santa Clara Groundwater Subbasin) groundwater TDS concentration is 425 mg/L (Draft PEIR page 4.10-7). As such, it is anticipated that the project will comply with State and federal antidegradation policies.

As noted in Chapter 3 of the SNMP for the Santa Clara Groundwater Subbasin, the simplifying assumptions made for the SNMP (e.g., instantaneous mixing, no attenuation of salts in the unsaturated zone) have the effect of overstating the rate of salt accumulation. For example, the concentration trends associated with future projections are not mirrored in observed trends from the last 15 years, yet the same S/N loading and removal processes have been ongoing.

The District has invested in the Silicon Valley Advanced Water Purification Center (SVAWPC) to substantially improve recycled water quality. The District and water retailers are engaged in a continuous effort to increase water conservation, which can further reduce the amount of salt loading. The Bay Delta Conservation Plan, if implemented, could also play a major role in reducing the importation and accumulation of salt. As improvements are made to limit conveyance losses and drainage losses and to increase outdoor water conservation, the rate of salt accumulation will slow. Similarly, employing micro-irrigation technologies and limiting fertilizer use to agronomic demands will help to reduce salt and nutrient loading.

The Recycled Water Policy and other statewide planning documents recognize the tremendous need for and benefits of increased recycled water use in California. As



stated in the Recycled Water Policy, *“The collapse of the Bay-Delta ecosystem, climate change, and continuing population growth have combined with a severe drought on the Colorado River and failing levees in the Delta to create a new reality that challenges California’s ability to provide the clean water needed for a healthy environment, a healthy population and a healthy economy, both now and in the future.”* As the policy notes, *“We strongly encourage local and regional water agencies to move toward clean, abundant, local water for California by emphasizing appropriate water recycling, water conservation, and maintenance of supply infrastructure and the use of stormwater (including dry-weather urban runoff) in these plans; these sources of supply are drought-proof, reliable, and minimize our carbon footprint and can be sustained over the long term.”*

With the current severe drought, the benefits of recycled water use in terms of sustainability and reliability cannot be overstated. Use of recycled water in the Santa Clara Groundwater Subbasin is consistent with the maximum benefit of the people of Santa Clara County.

The SNMP analysis finds that recycled water use can be increased while still protecting groundwater quality for beneficial uses. Table 5-1 (included below) provided in the SNMP for the Santa Clara Groundwater Subbasin provides an explanation of why recycled projects are in compliance with SWRCB Resolution No. 68-16. As such, it is anticipated that the project will comply with State and federal antidegradation policies. Both the City and District look forward to further coordination with RWQCB regarding the anticipated beneficial effects of regional recycled/purified water use within the Santa Clara Groundwater Subbasin.

**SANTA CLARA SUBBASIN SALT AND NUTRIENT MANAGEMENT PLAN**  
**TABLE 5-1 ANTI-DEGRADATION ASSESSMENT**  
**SWRCB RESOLUTION NO. 68-16 COMPONENT ANTI-DEGRADATION ASSESSMENT**

Water quality changes associated with proposed recycled water project(s) are consistent with the maximum benefit of the people of the State.	<ul style="list-style-type: none"> <li>The Basin Plan Water Quality Objectives are being met in average ambient groundwater and will continue to be met in the future</li> </ul>
The water quality changes associated with proposed recycled water project(s) will not unreasonably affect present and anticipated beneficial uses.	<ul style="list-style-type: none"> <li>Recycled water irrigation project(s) and other S/N loading sources will not cause average groundwater quality to exceed the SMCL for TDS or the primary MCL for nitrate-NO<sub>3</sub>.</li> </ul>
The water quality changes will not result in water quality less than prescribed in the Basin Plan.	<ul style="list-style-type: none"> <li>Use of recycled water for irrigation to replace groundwater is consistent with the SWRCB Recycled Water Policy, which encourages increased reliance on local, drought-resistant water supplies.</li> </ul>
The projects are consistent with the use of best practicable treatment or control to avoid pollution or nuisance and maintain the highest water quality consistent with maximum benefit to the people of the State.	<ul style="list-style-type: none"> <li>The recycled water used for irrigation is tertiary-treated water that meets California’s Title 22 unrestricted use classification.</li> <li>The District is now producing up to 8 MGD advanced treated water from the SVAWPC. The City of Sunnyvale Plans to improve recycled water quality, and the City of Palo Alto has re-sleeved some sewer mains resulting in lower TDS recycled water.</li> </ul>

**SANTA CLARA SUBBASIN SALT AND NUTRIENT MANAGEMENT PLAN**  
**TABLE 5-1 ANTI-DEGRADATION ASSESSMENT**  
**SWRCB RESOLUTION NO. 68-16 COMPONENT ANTI-DEGRADATION ASSESSMENT**

The proposed project(s) is necessary to accommodate important economic or social development.	<ul style="list-style-type: none"> <li>The recycled water projects are an integral part of water and wastewater master plans for the Subbasin.</li> </ul>
Groundwater management programs are being or will be implemented to continue attaining WQOs.	<ul style="list-style-type: none"> <li>The Santa Clara Groundwater Subbasin is actively managed with numerous programs, projects, and plans to manage groundwater, as described in Appendix 4.</li> </ul>

RWQCB-3 This comment indicates that the Draft PEIR discusses three options for managing reverse osmosis (RO) concentrate, questions the feasibility of sending concentrate to the East Bay Dischargers Authority, requests that the PEIR evaluate the feasibility of compliance with whole effluent toxicity objectives and identify mitigation, and indicates that the RO Concentrate Management study identified in Mitigation Measure WPF-WQ-4 is not sufficient to conclude the impacts are less than significant and that the study is deferral of mitigation to future studies.

Regarding the options for disposing of RO concentrate, the City has already engaged in discussions with the EBDA dischargers to explore this option. At present, the City and District have not ruled out this option, which would route RO concentrate to EBDA's system (the southern terminus of which is the Alvarado Effluent pump station in Union City) for discharge. The option of discharging RO concentrate via a wetland resulted from the March 9, 2015 RO Concentrate Management Workshop hosted by the District; the City, State Water Resources Control Board and Regional Water Quality Control Board also participated. The workshop objectives were to inform regional stakeholders about the opportunities and constraints associated with managing RO concentrate in the South Bay and to engage with stakeholders in a thoughtful discourse about the best RO concentrate management alternatives for the District to pursue. At the workshop, both the SWRCB and RWQCB encouraged the District and others to explore multi-benefit solutions for RO concentrate management such as wetlands creation, and to consider adaptive management approaches that allow for gradual transition to the discharge of RO concentrate with subsequent ecological monitoring.

As discussed in **Response RWQCB-1**, the PEIR is a programmatic EIR and the Master Plan and water purification facilities are in early stages of planning. The degree of specificity in the Draft PEIR corresponds to the degree of specificity available for the Master Plan and the water purification facilities.

As stated in Draft PEIR page 3-9, objectives of the Master Plan include developing process improvements to meet current and future water quality requirements and maintaining wastewater operations to meet regulatory standards, including compliance with whole effluent toxicity objectives, during the course of implementing

the Master Plan improvements. The City intends to continue to comply with RWQCB water quality limitations. While additional detailed evaluation would occur in subsequent CEQA review, the Draft PEIR assumes that RO concentrate management would potentially affect water quality and identifies Mitigation Measure WPF-WQ-4, which was prepared in light of the level of detail available about the Master Plan/water purification facilities and to reflect the RWQCB's central role in developing and approving water quality limitations for the facilities described in the Draft PEIR.

CEQA establishes standards regarding reliance on such measures as future studies and plans to mitigate project impacts. CEQA Guidelines Section 15126.4(a)(1)(B) states that the development of mitigation measures should not be deferred and that that mitigation measures may specify performance standards that would mitigate the significant effect of the project and may be accomplished in more than one specified way. The body of case law provides clarification of the expectations stated in Section 15126.4(a)(1)(B) regarding the adequacy of mitigation measures under CEQA. Specifically, case law has established that if a mitigation measure defers development of the final details of proposed mitigation, it should include the following elements to ensure that the proposed mitigation will succeed in mitigating the identified effect:

- A list of specific contents, standards or alternative actions to be included in the future plan.
- An analysis of the effectiveness and feasibility of the measure and its potential for success in reducing or avoiding the identified impact.
- Realistic performance standards or criteria that will ensure the measure will be effective in mitigating the significant effect.
- Commitment that the project proponent will complete proposed studies and/or implement the findings of the proposed plan.
- Requirement that advancement of future site-specific project approvals be contingent on ensuring that those projects meet the success/performance criteria.
- An explanation of why proposed future studies cannot be provided at the current time.

The mitigation measures for identified impacts were reviewed in light of these comments, and the mitigation measures essentially meet these standards. The following information has been added to clarify Mitigation Measure WPF-WQ-4 (Draft PEIR page 4.10-43):

- For use of the City's existing outfall, the study will review compliance with NPDES permit requirements under conditions of blending the RO concentrate with the remaining available WPCP effluent. The studies will generally include: development of blended effluent and RO concentrate mass balance calculations and laboratory chronic toxicity testing of a range of effluent and RO concentrate blends to evaluate

compliance with the City's NPDES permit limits. The City will select a blend that meets the City's WPCP NPDES permit limits.

- For use of the EBDA outfall, the City and/or District will review discharge requirements and other institutional arrangements for participation in EBDA. This would include: development of RO concentrate mass balance calculations and laboratory testing to evaluate compliance with EBDA's combined NPDES permit requirements. The City will control the WPCP's discharge to the EBDA system such that the addition of the WPCP's effluent would not cause discharge from the combined discharge point to exceed the EBDA NPDES permit water quality-based effluent limits and toxicity requirements.
- For use of treatment wetlands, the City and/or District will coordinate with the RWQCB and other regulatory agencies, such as USACE, USFWS, CDFW, and BCDC regarding use of concentrate to support wetlands and protect receiving water quality consistent with the water quality objectives of the San Francisco Bay Water Quality Control Plan (Basin Plan). This process will generally include development of effluent calculations, pilot testing, or other mechanism acceptable to the RWQCB to identify:
  - Effluent blending ratios,
  - Use of other potential blending source waters (such as pre-blending with Bay water or stormwater),
  - Calculation of specific concentrations of constituents of concern (metals, pesticides), and
  - Identification of chronic and acute toxicity to demonstrate protection of receiving water quality.

Using the outcomes of the studies listed, the City and/or District will select an initial approach to treatment wetlands design that would be consistent with the water quality objectives of the Basin Plan.

As stated in **Response RWQCB-1**, the City acknowledges that the RWQCB's comments are designed to facilitate the RWQCB permitting process. This program-level EIR is intended to support approval of a Master Plan by the City.

RWQCB-4 This comment characterizes Mitigation Measure WQ-4 (a study related to methylmercury) as deferral of meaningful analysis, and indicates that remediation requirements for Ponds 1 and 2 should be included in the mitigation measure. The comment also expresses concern regarding the effect on water quality of dislodging pond sediments; states that monitoring data is necessary to assess potential for impacts; indicates the need to assess the impact; and indicates that remediation requirements for ponds should be included in mitigation.

Refer to **Response RWQCB-1** regarding the uses of a Program EIR, and **Response RWQCB 3** for a discussion of CEQA standards of adequacy for mitigation measures.

As stated on Draft PEIR page 4.10-36, the extent to which increases in methylmercury generation could occur as a result of oxidation pond restoration would depend on final project design which would be evaluated in detail during project-level analysis. Similarly, the potential for other contaminants to be mobilized due to disturbance of pond sediments (potentially associated with construction in ponds or breaching of levees) would be evaluated in detail during project-level analysis. Nonetheless, the Draft PEIR assumes that this potential impact could occur, and identifies a measure to mitigate it. Mitigation Measure WQ-4 (Draft PEIR pages 4.10-36 and 4.10-37) includes future preparation of a water quality evaluation and control plan to mitigate for potential increases in methylmercury generation. As stated in the mitigation measure, the City will implement all recommendations identified in the water quality evaluation needed to preserve water quality, maintain consistency with the Basin Plan, and protect beneficial uses onsite and downstream. The Plan is required to contain measures and actions as warranted to reduce pollutant emissions and protect beneficial uses, including those related to disturbance of oxidation pond sediments.

Additionally, the Draft PEIR discusses periodic sediment sampling conducted by the City and the results of that sampling (page 4.11-10), and includes Mitigation Measure HAZ-2c (page 4.11-34), requiring preparation of a Soil and Groundwater Management Plan covering any future ground disturbing activity (which would include ground disturbing activities in the ponds). The plan will include all necessary procedures to ensure that any excavated materials and fluids from throughout the Master Plan area generated during construction are stored, managed, and disposed of in a manner that is protective of human health and the environment and in accordance with applicable laws and regulations.

In response to this comment, the following additional detail about remediation measures and actions are added to Draft PEIR page 4.10-36:

**Mitigation Measure WQ-4: Water Quality Evaluation and Control Plan for Oxidation Pond Breaching and Restoration**

During design of oxidation pond breaching and/or restoration, the City, in coordination with other agencies directly involved in planning and implementing of restoration activities, shall require preparation of a water quality evaluation for the proposed levee breach and associated pond restoration activities. The water quality evaluation shall evaluate anticipated construction activities, including disturbance and potential mobilization of pond sediments, and anticipated changes to pond area and nearby hydrodynamics, and evaluate their potential to influence each of the water quality parameters discussed in this analysis: temperature, salinity, DO, metals, mercury, methyl mercury, phytoplankton blooms, and nuisance algae. The water quality evaluation shall consider applicable water quality standards and goals defined in the Basin Plan, the Bay Conservation and Development Commission's Bay Plan Policies on Water Quality, as applicable, and other

applicable water quality standards. The water quality evaluation shall provide recommendations for the minimization of each category of potential water quality pollutants described above, sufficient to ensure that downstream beneficial uses would not be adversely affected, and that applicable water quality standards would not be exceeded. The City shall implement all recommendations identified in the water quality evaluation needed to preserve water quality and maintain consistency with the Basin Plan and other applicable water quality standards and requirements, and protect beneficial uses on site and downstream. The water quality evaluation shall also identify protocols and procedures for the deployment of long-term monitoring for temperature, salinity, dissolved oxygen, metals including mercury, methylmercury, phytoplankton blooms, and nuisance algae, and shall, in the event of exceedance of applicable standards established to protect beneficial use by the Regional Board, identify measures and actions as warranted to reduce pollutant emissions and protect beneficial uses using an adaptive management approach. Measures and actions warranted to reduce pollutant emissions and protect beneficial uses could include, but would not be limited to, characterization, monitoring or remediation of pond sediments, changing hydraulic residence times or manipulating other factors affecting the generation or presence of methylmercury.

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## References

Santa Clara Valley Water District (SCVWD), 2014. *Salt and Nutrient Management Plan: Santa Clara Subbasin*. November.

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Edmund G. Brown Jr.  
Governor

STATE OF CALIFORNIA  
Governor's Office of Planning and Research  
State Clearinghouse and Planning Unit



April 12, 2016

Alison Hood  
City of Sunnyvale  
PO Box 3707  
Sunnyvale, CA 94088-3707



Subject: Sunnyvale Water Pollution Control Plant Master Plan  
SCH#: 2015062037

Dear Alison Hood:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on April 11, 2016, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan  
Director, State Clearinghouse

Enclosures  
cc: Resources Agency

OPR-1



Document Details Report  
State Clearinghouse Data Base

OPR

**SCH#** 2015062037  
**Project Title** Sunnyvale Water Pollution Control Plant Master Plan  
**Lead Agency** Sunnyvale, City of

**Type** EIR Draft EIR

**Description** The City proposes to approve the Sunnyvale Water Pollution Control Plant Master Plan for the Donald M. somers Water Pollution Control Plant. The proposed Master Plan will serve as a long-term guide for upgrading and replacing the WPCP's facilities and operations. The purpose of the Master Plan is to ensure that the WPCP can meet changing regulations, treat existing and projected wastewater flows reliably and cost-effectively, and increase recycled water production. The Master Plan yielded a preferred site plan and a series of capital improvement projects, including replacement of existing and construction of new facilities, to be phased in over the next 20 or more years at and near the WPCP. Many of the existing buildings and processes at the WPCP site would be decommissioned and replaced with new buildings and processes. Improvements planned outside of the main plant area include construction of basins and tanks for emergency water storage and relocation of Bay Trail access to Caribbean Drive. The City is also contemplating implementation of a variation of the Master Plan in partnership with the Santa Clara Valley Water District (District) to produce purified water at the WPCP. Implementation of the "Water Purification Facilities" (WPF) would alter the WPCP site layout and some of the treatment processes in order to produce purified water for groundwater recharge at locations south of the WPCP.

**Lead Agency Contact**

**Name** Alison Hood  
**Agency** City of Sunnyvale  
**Phone** 408-730-7415  
**email**  
**Address** PO Box 3707  
**City** Sunnyvale  
**Fax**  
**State** CA **Zip** 94088-3707

**Project Location**

**County** Santa Clara  
**City** Sunnyvale  
**Region**  
**Lat / Long** 37° 25' 09" N / 122° 00' 56" W  
**Cross Streets** Carl Road and Borregas Ave  
**Parcel No.** 110-03-023, 110-03-064  
**Township** **Range** **Section** **Base**

**Proximity to:**

**Highways** 237, 101  
**Airports** Moffett Airfield  
**Railways** Santa Clara Light Rail  
**Waterways**  
**Schools** Various  
**Land Use**

**Project Issues** Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Coastal Zone; Flood Plain/Flooding; Geologic/Seismic; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Cumulative Effects

**Reviewing Agencies** Resources Agency; Department of Fish and Wildlife, Region 3; California Coastal Commission; Department of Parks and Recreation; San Francisco Bay Conservation and Development Commission; Office of Emergency Services, California; Caltrans, District 4; Air Resources Board; State Water Resources Control Board, Division of Drinking Water; State Water Resources Control Board, Division

Note: Blanks in data fields result from insufficient information provided by lead agency.

**Document Details Report**  
**State Clearinghouse Data Base**

**OPR**

of Financial Assistance; State Water Resources Control Board, Division of Water Rights; Regional Water Quality Control Board, Region 2; Native American Heritage Commission; Department of Toxic Substances Control; Public Utilities Commission

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*Date Received* 02/29/2016      *Start of Review* 02/29/2016      *End of Review* 04/11/2016

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### **2.1.3 Response to Comments from the California Governor's Office of Planning and Research, Scott Morgan, 4/12/16**

- OPR-1 This comment listing state agencies that received the Draft PEIR and transmitting comments from the California State Water Resources Control Board is acknowledged. Responses to the California State Water Resources Control Board's comments are in Section 2.1.1 of this document (**Responses SWRCB-1 through SWRCB-8**).

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## **2.2 Responses to Comments from Regional and Local Agencies**

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April 13, 2016

Allison Hood, P.E.  
City of Sunnyvale, Department of Public Works  
456 West Olive Avenue  
Sunnyvale, CA 94086

**Subject: Sunnyvale Water Pollution Control Plant Master Plan  
Program Environmental Impact Report (PEIR)**

On behalf of the San Francisco Bay Trail Project, I am pleased to submit comments on the Sunnyvale Water Pollution Control Plant Master Plan Program Environmental Impact Report (PEIR). The San Francisco Bay Trail is a visionary plan for a shared-use bicycle and pedestrian path that will one day allow continuous travel around San Francisco Bay. Currently, 345 miles of trail have been completed. Eventually, the Bay Trail will extend over 500 miles to link the shoreline of nine counties, passing through 47 cities and crossing seven toll bridges.

ABAG-1

The Sunnyvale Water Pollution Control Plant is located directly adjacent to the Bay Trail. This section is part of a 25-mile continuous trail between East Palo Alto and San Jose. The Bay Trail in this area serves as a popular bicycle commute corridor and recreation destination. The public access also provides opportunities to learn about the water pollution control plant facility and the important functions it serves.

ABAG-2

We are reviewing this Program Environmental Impact Report under the assumption that capital projects identified in the plan will be subject to subsequent environmental review covering the detailed, site-specific issues of particular projects. However, our suggested changes and additions to this document are relevant to the programmatic review in order to ensure that the proposed facility upgrades are fully understood and that issues potentially impacting the Bay Trail are clearly identified.

ABAG-3

#### Bay Trail Improvements Proposed for Fall 2016

Surface improvements are planned for 2 miles of the Bay Trail through Sunnyvale in fall 2016 between the Carl Road trailhead and the Santa Clara County border. The gravel and base rock levee trail surface has become loose, resulting in poor traction. Portions of the levee have developed potholes resulting in

ABAG-4



difficult passage for bicyclists and pedestrians. We request that city staff continue to collaborate with Google and its contractors on this improvement project and coordinate with the proposed Master Plan facility improvements that might impact sections of resurfaced trail.

ABAG-4

### General Statement

The Master Plan PEIR should include a general statement about the importance of maintaining a continuous Bay Trail alignment in the context of future changes to the facilities in and around the Water Pollution Control Plant. As written, the discussion of the Bay Trail in this document does not clearly convey the current function of the Bay Trail as an important recreation and transportation corridor that provides uninterrupted travel for bicyclists and pedestrians. The Sunnyvale General Plan, the Sunnyvale Bicycle Plan, ABAG's Bay Trail Plan and the BCDC Bay Plan all strongly support a continuous and unobstructed Bay Trail alignment.

ABAG-5

### Closure of Carl Road and Relocation of Public Access to Bay Trail

Page 3.27 In response to the proposal to relocate the Bay Trail access at Carl Road to Caribbean Drive we would like to see more detail in the document in order to fully understand the proposed changes. The PEIR needs to ensure that the following would occur:

- an improved trail along the West Channel would provide direct access to existing Bay Trail and continuity would be preserved
- an appropriate number of parking spaces would be provided, including accessible spaces
- adequate room for staging
- replacement of the restroom that currently exists at the Carl Road trailhead
- directional signage

ABAG-6

We appreciate the PEIR stating that pedestrian and bicycle access and circulation will be maintained during project construction where safe to do so and that detours will be identified for bicycles and pedestrians in all areas affected by project construction.

ABAG-7

### Restoration of Ponds 1 and 2

Figure 3.3 Ponds 1 and 2 are proposed for restoration following decommission, which would include the breaching of levees. The PEIR does not address the impact this action would have to the existing public loop trails that are part of the Bay Trail system, resulting in the loss of trail loop access. The plan should address this potential impact and suggest options to mitigate it, including the construction of bicycle/pedestrian bridges to span the levee breaches and maintain the loop trail configuration, or new public access in another location to mitigate for the loss of continuous public access.

ABAG-8

Section 3.6      The potential impact to the Bay Trail segments around Ponds 1 and 2 described above should be added to the list of Master Plan components that fall within the jurisdiction of BCDC. ABAG-9

Page 4.2-3      The potential impact to the Bay Trail segments around Ponds 1 and 2 described above should be added to the discussion of the pond restoration. ABAG-10

Access Road Improvements

Figure 3.8      The PEIR should address the potential impacts to the existing Bay Trail as part of the proposed access road improvements shown on this map. This issue should also be discussed in the context to the proposed 2016 resurfacing project mentioned above. ABAG-11

Land Uses and Recreational Resources in the WPCP Vicinity


Figure 4.2-1      Please revise this map to accurately reflect existing conditions for the Bay Trail. The trail extends west from the Carl Road trailhead along the inner levee adjacent to the Cargill Channel connecting to Moffett Field and beyond. ABAG-12

Viewpoint Map

Figure 4.15-1      Please revise this map to accurately reflect existing conditions for the Bay Trail. The trail extends west from the Carl Road trailhead along the inner levee adjacent to the Cargill Channel connecting to Moffett Field and beyond. ABAG-13

Please contact me at 510-464-7935 or [laurat@abag.ca.gov](mailto:laurat@abag.ca.gov) if you have questions about this letter or the Bay Trail in general.

Sincerely,



Laura Thompson  
Bay Trail Project Manager

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### 2.2.1 Response to Comments from the Association of Bay Area Governments, Laura Thompson, 4/13/2016

- ABAG-1 This comment supplying background information about the San Francisco Bay Trail is acknowledged.
- ABAG-2 This comment describing the section of the Bay Trail located adjacent to the Sunnyvale Water Pollution Control Plant (WPCP) is acknowledged.
- ABAG-3 In this comment the commenter states the assumption that improvements identified in the Master Plan will be subject to subsequent environmental review, and notes that comments contained in the letter are relevant to understanding the proposed Master Plan improvements and to clearly identifying issues potentially affecting the Bay Trail. This comment is acknowledged.
- ABAG-4 This comment requests that City of Sunnyvale staff collaborate with Google Inc. and its contractors on current and future Bay Trail resurfacing between the Carl Road trailhead and the Santa Clara County border. The comment also requests that the Master Plan improvements that might affect sections of resurfaced trail be coordinated.

As discussed in the Draft PEIR Chapter 1 page 1-2, detailed design and construction information is not currently available for the improvements described in the Master Plan; further environmental review pursuant to CEQA would occur prior to approval of individual Master Plan improvements. From what is currently known about the Master Plan improvements, during construction existing access to the Bay Trail in the vicinity of the WPCP would likely be disrupted (Draft PEIR page 4.2-22). In addition, a loop of the Bay Trail would be most likely permanently disrupted should restoration of Ponds 1 and 2 proceed by passive or active levee breaching (after 2035), described further in **Response ABAG-8**. The City remains committed to long-term continuity of the Bay Trail along the waterfront in the Project vicinity, and would return the trail to its prior condition after temporary disruption associated with construction of Master Plan improvements affecting the trail, such as diurnal equalization and emergency storage facilities.

- ABAG-5 This comment proposes that the PEIR contain a general statement about the importance of maintaining a continuous Bay Trail alignment in the context of future changes to the facilities in and around the WPCP. It further states that the Draft PEIR does not clearly convey the current function of the Bay Trail as an important recreation and transportation corridor that provides uninterrupted travel for bicyclists and pedestrians.

In response to this comment, the following revisions on Draft PEIR page 4.2-8, have been made to more clearly convey the function of the Bay Trail:

**San Francisco Bay Trail and Juan Bautista de Anza National Historic Trail<sup>4,5</sup>**

In 1987, Senate Bill 100 was passed into law directing the Association of Bay Area Governments (ABAG) to create a ~~trail~~/recreational and transportation corridor that was to be aligned along the Bay to provide uninterrupted travel for bicyclists and pedestrians around the perimeter of San Francisco and San Pablo Bays. The Bay Trail is a multi-purpose recreational trail that, when complete, will encircle San Francisco Bay and San Pablo Bay with a continuous 500-mile network of bicycling and hiking trails. The Bay Trail will connect the shoreline of all nine Bay Area counties in the region. The Bay Trail provides opportunities for walking, jogging, and bicycling. The Bay Trail offers access to commercial, industrial, and residential neighborhoods, points of historic, natural and cultural interest, recreational areas such as beaches, marinas, fishing piers, boat launches, and over 130 parks and wildlife preserves. Within the project area, there is an existing entrance to the Bay Trail at the west end of Carl Road. This segment of the Bay Trail borders the WPCP to the west and north and surrounds Ponds 1 and 2. This segment of the trail is also part of the Juan Bautista de Anza National Historic Trail which aims to connect the San Francisco Bay Area to Nogales, Arizona.

<sup>5</sup> Information in this section is derived from Juan Bautista de Anza National Historic Trail: EXPLORE- Follow the Anza Expedition. Last Accessed May 12, 2016. Available at: <http://www.anzahistorictrail.org/visit/explorer>

Draft PEIR pages 4.2-9 and 4.2-10 have been revised to include the Juan Bautista de Anza National Historic Trail near the water purification facilities as follows:

**San Francisco Bay Trail and Juan Bautista de Anza National Historic Trail**

Within the groundwater replenishment facilities area, there are three separate trails that extend from the Bay Trail to the south. One portion extends to San Tomas Expressway, another follows the Lower ~~Q~~Guadalupe River Trail to approximately State Route 87, and the last portion extends along Coyote Creek to Montague Expressway. The historic trail corridor of the Juan Bautista de Anza National Historic Trail roughly parallels State Route 85 in the vicinity of the water purification facilities, and intersects the Los Gatos recharge basins area as well as the southwest corner of the well injection area (National Park Service, 2016).

Draft PEIR page 4.2-26 has been revised to include the reference cited for the Juan Bautista de Anza National Historic Trail near the water purification facilities:

National Park Service, 2016. Visit – Plan Your Trip on the Anza Map. Accessed May 18, 2016. Available at: <http://www.anzahistorictrail.org/visit>.

ABAG-6 This comment requests additional information regarding the relocation of Bay Trail access at Carl Road to Caribbean Drive, including preservation of continuity with the existing Bay Trail, parking spaces and staging, and restrooms and signage.

As noted above in **Response ABAG-4**, detailed design and construction information is not currently available for the improvements described in the Master Plan. While the relocated public access would include parking, sidewalk and landscaping improvements, and signage as described on Draft PEIR page 4.2-21, the City has not yet designed the relocated Bay Trail access point (shown on Draft PEIR Figure 3-10, page 3-28); however, the following additional information is currently available about planned trail access relocation:

- As described in Draft PEIR Chapter 6, *Cumulative Impacts*, the Santa Clara Valley Water District (District) plans to implement a flood protection project along the Sunnyvale East and West Channels, including the segment of the Sunnyvale West Channel between Caribbean Drive and the Bay Trail. Levees along the West Channel would be raised, and, similar to existing conditions, the tops of the levees would be used as maintenance roads. The maintenance road topping the west bank levee along Sunnyvale West Channel would be publicly accessible, with ramp slopes along the levee designed to comply with the Americans With Disabilities Act requirements (Sanchez, pers. comm.).
- Parking spaces and staging space would be replaced; the number of parking spaces available will not decrease as compared with the existing parking at the current access point on Carl Road.
- The City does not have plans to relocate or otherwise alter the existing restroom near the Carl Road trailhead.
- Directional signage designating relocated trail access and detour routes along closed portions of the Bay Trail will be provided.

ABAG-7 This comment, expressing appreciation for pedestrian and bicycle access as well as the identification of detours for bicycles and pedestrians during project construction, is acknowledged.

ABAG-8 This comment expresses concern about the potential impacts that the breaching of levees will have on the Bay Trail system around Ponds 1 and 2 and requests that mitigation measures for the impact be identified.

The Draft PEIR addresses impacts related to recreation in Impact LU-2 (page 4.2-21). Consistent with the significance threshold, a project would have a significant impact related to recreation if it were to increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial deterioration of the facility would occur or be accelerated, or if the project would include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.

As stated above in **Response ABAG-4**, detailed design and construction information is not currently available for the improvements described in the Master Plan; further

environmental review pursuant to CEQA would occur prior to approval of individual Master Plan improvements.

The following paragraph addressing the loop trail surrounding Ponds 1 and 2 as well as trail loop access after restoration has been added after the second paragraph on page 4.2-22 of the Draft PEIR.

As indicated on page 3-18 of this Draft PEIR, pond restoration is in early planning stages; pond restoration would not be implemented until after 2035. Restoration would likely involve active or passive breaching of the levees surrounding the ponds. Levee breaching would disrupt the continuity of the loop surrounding these ponds. In the future, as planning progresses for decommissioning of Ponds 1 and 2, construction of the diurnal equalization tanks and emergency storage basins, and restoration, the City will coordinate with ABAG and BCDC regarding the future Bay Trail alignment in the vicinity of Moffett Channel. The City is committed to preserving the continuity of Bay Trail access through the City of Sunnyvale along this segment of shoreline.

While passive or active restoration resulting in breaches of the levees around Ponds 1 and 2 would remove portions of an existing trail, because there are many other trails and other recreational resources that are available throughout the area, the increase in use of other local or regional recreation resources that may be attributable to pond restoration would not substantially deteriorate or degrade existing recreational resources.

The commenter requests that bridges be constructed to span the levee breaches and maintain trail configuration around Ponds 1 and 2. Once the diurnal equalization tanks and emergency storage basins are constructed, the levees around Ponds 1 and 2 would no longer need to be maintained for flood protection of WPCP operations. Creating bridges across levee breaches may or may not be feasible since restoration would require levee breaching and consequently the levees would no longer be maintained. Pond restoration may also provide other benefits such as moderation of sea level rise effects along the shoreline. At this stage in planning uncertainty remains regarding whether the City or another agency would manage restoration of the oxidation ponds and levees.

ABAG-9 This comment suggests that the potential impact to the Bay Trail segments from restoration around Ponds 1 and 2 should be added to the list of Master Plan components that fall within the jurisdiction of BCDC.

Draft PEIR Table 3-4 (page 3-51) lists approvals needed from BCDC which cover public access and trails within BCDC jurisdiction. The Draft PEIR does not include a table that associates components of the Master Plan with individual approvals. Determinations of the approvals associated with each Master Plan component would be included in

project-level CEQA review and environmental consultation. Draft PEIR 4.2-3 shows the potential area of BCDC jurisdiction which includes relocated trail access.

- ABAG-10 This comment requests that the potential impact to the Bay Trail segments from restoration around Ponds 1 and 2 be added to the discussion of pond restoration on page 4.2-23 is noted.

Refer to **Response ABAG-8** for response to this comment.

- ABAG-11 This comment requests that the PEIR address potential impacts to the existing Bay Trail from access road improvements including resurfacing.

In response, refer to Draft PEIR Impact LU-2 (page 4.2-22), which discusses access road impacts as well as **Response ABAG-4** regarding the City's commitment to preserving the continuity of the trail and its restoration to existing conditions to prevent physical deterioration of the facilities.

- ABAG-12 This comment requests that edits be made to more accurately reflect existing conditions of the Bay Trail in Draft PEIR Figure 4.2-1.

In response, the revised figure can be found in Chapter 3, *Revisions to the Text of the Draft PEIR*, under Section 4.2, Land Use and Recreation.

- ABAG-13 This comment requests that edits be made to more accurately reflect the existing conditions of the Bay Trail in Draft PEIR Figure 4.15-1.

In response, the revised figure can be found in Chapter 3, *Revisions to the Text of the Draft PEIR*, under Section 4.15, Aesthetics.

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## References

Sanchez, Bill, personal communication with Karen Lancelle, ESA regarding accessibility at the maintenance road topping the west bank levee along the Sunnyvale West Channel.



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# County of Santa Clara

## Department of Environmental Health

### Vector Control District

1580 Berger Drive

San Jose, CA 95112-2716

(408)918-4770 / 800-675-1155 FAX (408)298-6356

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

CSCDEH



## MEMORANDUM

TO: Alison Hood ([ahood@sunnyvale.ca.gov](mailto:ahood@sunnyvale.ca.gov))  
DATE: March 23, 2016  
SUBJECT: Comments to Sunnyvale Water Pollution Control Plan Master Plan PEIR Review  
FROM: Noor Tietze, Scientific-Technical Services Manager

In general, the Master Plan supports the mission of Vector Control District by reducing the “wetland footprint” of its existing oxidation ponds (Pond 1 and Pond 2) by about 400 acres by implementing other solids removal techniques and systems. Decommissioning of the oxidation ponds and other plant structures and operations should be conducted in such a way as to not promote mosquito, chironomid midge and psychodid fly (drainfly) production. Organically rich standing water is rapidly exploited by these pest species and can easily cause nuisance level populations capable of dispersing into the surrounding community.

CSCDEH-1

Removal of old structures above and below-ground must be conducted in such a way as to avoid creation of puddles that remain stagnant for more than five days. Pumping or siphoning out standing water will reduce these potential mosquito breeding sources. Underground structures such as vaults, pump stations, culverts, lateral pipes and catch basins are particularly difficult for District staff to locate and treat.

CSCDEH-2

During the course of implementation of the Master Plan, any idle processes such as clarifiers, digesters, pump stations or other structures that hold water more than five days should be reported to the District for mosquito control inspection and treatment.

CSCDEH-3

Emergent vegetation in channels (Sunnyvale West Channel, Southeast Channel, and Cargill Channel) and converted oxidation ponds that are not tidal should be managed to allow for mosquito sampling and effective treatment. Thick stands of aquatic and riparian vegetation form a barrier to mosquito control technicians ability to access and dip (sample) for mosquitoes and make it difficult to impossible to treat. Dense emergent vegetation is also known to reduce the efficacy of biological control agents, such as mosquitofish. Vegetation management should allow for at least 60-70% open water.

CSCDEH-4

During the decommissioning process for the oxidation ponds, cyclical changes to water levels may encourage colonization of flood water mosquito species *Ochlerotatus squamiger* and *O. dorsalis* that are known to disperse widely as adults and are aggressive biters of plant staff and local residents. Care must be exercised in maintaining fairly constant water levels or avoid re-flooding events during the year. Creation of emergency storage basins may become a mosquito,

CSCDEH-5

# County of Santa Clara

## Department of Environmental Health

### Vector Control District

1580 Berger Drive

San Jose, CA 95112-2716

(408)918-4770 / 800-675-1155 FAX (408)298-6356

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

CSCDEH



midge or drainfly issue if water is left stagnant for greater than five days or if frequently refilled. The District should be notified during emergency storage basin usage.

The creation of new water holding structures above and below ground should consider providing adequate access for District staff to obtain “dip samples” for survey for mosquitoes. Very deep or heavily grated structures make it difficult or impossible to sample.

In general, the District supports the creation of wetland habitat that is fully tidal over muted tidal or impounded marshes. When functioning correctly, tidal marshes drain effectively and produce fewer mosquitoes compared to muted tidal and impounded marshes. The District recommends eventual replacement of existing oxidation ponds with fully tidal wetland habitat assuming it drains out properly.

↑ CSCDEH-5  
I CSCDEH-6  
I CSCDEH-7  
I CSCDEH-8

## 2.2.2 Response to Comments from the County of Santa Clara Department of Environmental Health, Vector Control District, Noor Tietze, 3/23/16

CSCDEH-1 This comment states that the decommissioning of Ponds 1 and 2 and other plant structures or operations should be conducted such as to not promote mosquito/chironomid midge/drainfly production, and that organically rich water is rapidly exploited by these organisms.

Two aspects of current Sunnyvale Water Pollution Control Plant operations discourage mosquito, chironomid midge, and drainfly production. First, the pond ammonia levels and changing surface water levels both discourage incubation of the larvae of the organisms identified in the Vector Control District's comment. Second, drainage of tanks that are out of service is standard practice at the plant, limiting the presence of standing water available for larvae incubation. Ammonia levels in the ponds would continue to discourage growth of the identified vectors until pond decommissioning, to be evaluated in further environmental review once the pond decommissioning Master Plan improvement is better defined. The current intent of pond decommissioning is to restore the ponds as tidal habitat, which would also discourage use of the restored ponds by these organisms.

CSCDEH-2 This comment states that removal of old structures must be conducted in a way that avoids creation of puddles stagnant for more than five days.

The City of Sunnyvale's standard practice in decommissioning old structures or managing tanks that are out of service is to drain any liquid from tanks. This practice would be adhered to in the future as the Master Plan is implemented.

CSCDEH-3 This comment states that, during Master Plan implementation, processes idle for greater than five days should be reported to the Department of Environmental Health Vector Control District for vector inspection and treatment.

This comment is responded to in **Response CSCDEH-2**, above.

CSCDEH-4 This comment identifies channels with emergent vegetation, and indicates that vegetation in these channels and in converted oxidation ponds that are not tidal should be managed to allow for mosquito sampling and effective treatment. The comment also states that vegetation management should allow for at least 60-70 percent open water.

The channels identified in the letter (Sunnyvale West Channel, Sunnyvale East Channel, and Cargill Channel) are not under the jurisdiction of the City of Sunnyvale. Sunnyvale West and East Channels are under the jurisdiction of the Santa Clara Valley Water District, and Cargill Channel is part of the Don Edwards

National Wildlife Refuge (as shown in Draft PEIR Figure 3-2). As noted in **Response CSCDEH-1**, the ammonia levels and the changing water elevations in Ponds 1 and 2 discourage mosquito and other vector incubation. This would continue as long as the plant operates in the split flow configuration described starting on Draft PEIR page 3-13. Once the plant is converted to full conventional activated sludge, the ponds could be decommissioned. As described on Draft PEIR page 3-18, pond restoration would be explored in partnership with regulatory and other agencies.

CSCDEH-5 This comment, stating that cyclical water level changes can result in vector population increases if water is left stagnant for greater than five days or is frequently refilled, is acknowledged.

CSCDEH-6 This comment requests that the Vector Control District be notified during emergency basin use.

As indicated in **Response CSCDEH-1**, the elevated ammonia levels in wastewater tend to inhibit larvae incubation. Use of the emergency basins occurs during emergency situations that include power outages and other major facility upset conditions as well as during major plant maintenance events. As described on Draft PEIR page 3-17, the conceptual design for the emergency basins includes a pump station whose purpose is to pump wash water back to the secondary treatment process to ensure that no stagnant water remains in the basins after use. Conceptual design of the emergency basins also includes washdown components. Given that use of the emergency basins is often unexpected and requires immediate action, notification of the Vector Control District (VCD) during emergency basins use will not be possible. However, the VCD is welcome to inspect the Plant and the surrounding grounds at its discretion.

CSCDEH-7 This comment states that design of new water holding structures above and below ground should consider providing adequate access for District staff to obtain samples.

As indicated in **Response CSCDEH-1**, the elevated ammonia levels in wastewater tend to inhibit larvae incubation. The Vector Control District staff is welcome to visit, sample, or inspect the facilities at its discretion.

CSCDEH-8 This comment, expressing Vector Control District support for creating fully tidal wetland habitat and recommending replacement of ponds with fully tidal wetland habitat assuming the habitat drains properly, is acknowledged.

As discussed in Chapter 1, *Introduction*, of the Draft PEIR, detailed design and construction information is not currently available for the improvements described in the Master Plan; further environmental review pursuant to CEQA would occur prior to approval of individual Master Plan improvements, including pond decommissioning. Additional input from other environmental regulatory agencies would also inform pond decommissioning and restoration design, as discussed on Draft PEIR page 3-18.

# County of Santa Clara

## Parks and Recreation Department

298 Garden Hill Drive  
Los Gatos, California 95032-7669  
(408) 355-2200 FAX 355-2290  
Reservations (408) 355-2201  
[www.parkhere.org](http://www.parkhere.org)



April 12, 2016

Alison Hood, Senior Engineer  
City of Sunnyvale  
Public Works Department  
P.O. Box 3707  
Sunnyvale, CA 94088-3707

SUBJECT: Draft Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan

Dear Ms. Hood:

The County of Santa Clara, Parks and Recreation Department (County Parks Department), is submitting the following comments on the Draft Program Environmental Impact Report (PEIR) for the Sunnyvale Water Pollution Control Plant (WPCP) Master Plan, as related to the project's potential impacts to the countywide trails and the nearby Twin Creeks Sports Complex and Sunnyvale Baylands Park within the vicinity of the WPCP operational area.

CSCPRD-1

We are reviewing this PEIR with the assumption that capital projects identified in the plan will be subject to subsequent environmental review covering the detailed, site-specific issues of particular projects.

CSCPRD-2

### **Relationship to the Santa Clara County Countywide Trails Master Plan Update**

The *Countywide Trails Master Plan Update* indicates the following trail routes adjacent to the project site. The DEIR should consider the routes, which offer opportunities for non-motorized transportation connections to the surrounding neighborhoods, parks, trails, and open space areas.

- **San Francisco Bay Trail** (Route R4) – a partially existing route designated for hiking and off-road cycling; provides a regional connection along the San Francisco Bay shoreline.
- **Juan Bautista de Anza National Historic Trail** (Route R1-B) – a partially existing route designated for hiking and off-road cycling; connects Nogales, AZ to the San Francisco Bay Area.

CSCPRD-3

In addition to the *Countywide Trails Master Plan Update*, the Sunnyvale General Plan, Sunnyvale Bicycle Plan, ABAG's Bay Trail Plan and BCDC Bay Plan all support a continuous Bay Trail alignment. The comments below support the San Francisco Bay Trail Project's

CSCPRD-4

comments.

↑ CSCPRD-4  
cont.

### 3.1 Location

As seen in Figure 3-3, Ponds 1 and 2 are proposed for restoration following decommission, which would include the breaching of levees. The PEIR should examine this potential impact and suggest options to mitigate it, maintain the loop trail configuration, or provide new public access in another location.

┌ CSCPRD-5  
└

### 4.2 Land Use and Recreation

Figure 4.2-1 and Figure 4.15-1 should be revised to accurately reflect existing conditions for the Bay Trail. The trail extends west from the Carl Road trailhead along the inner levee adjacent to the Cargill Channel connecting to Moffett Field and beyond.

┌ CSCPRD-6  
└

### 3.4.7 Support Facilities and Related Actions

The closure of Carl Road and Relocation of Public Access to the Bay Trail is described on pg. 3-27. The PEIR needs to ensure that the following would occur:

- an improved trail along the West Channel would provide direct access to the existing Bay Trail
- an appropriate number of parking spaces would be provided, including accessible spaces
- adequate room for staging
- replacement of the restroom that currently exists at the Carl Road trailhead
- directional signage

┌ CSCPRD-7  
└

The County Parks Department appreciates that pedestrian and bicycle access and circulation will be maintained during project construction and that detours will be identified for bicycles and pedestrians in all areas affected by project construction.

┌ CSCPRD-8  
└

Thank you for the opportunity to provide comments on the Draft PEIR for the Sunnyvale Water Pollution Control Plant Master Plan. Please add the County Parks Department to your distribution list for the Final EIR notification. If you have additional questions, please call me at (408) 355-2228 or e-mail me at [Hannah.Cha@prk.sccgov.org](mailto:Hannah.Cha@prk.sccgov.org).

Sincerely,



Hannah Cha  
Provisional Associate Planner

CC: Annie Thomson, Principal Planner

### 2.2.3 Response to Comments from the County of Santa Clara Parks and Recreation Department, Hannah Cha, 4/12/2016

- CSCPRD-1 This comment, describing comments related to potential impacts to countywide trails, the Twin Creeks Sports Complex, and Sunnyvale Baylands Park, is acknowledged. For responses to the comment letter received from the County of Santa Clara, Parks and Recreation Department please see **Responses CSCPRD-2 through CSCPRD-8**, below.
- CSCPRD-2 This comment, requesting confirmation as to whether capital projects identified in the Draft PEIR will be subject to environmental review, is acknowledged. As described on Draft PEIR page 1-2, the City will undertake further environmental review pursuant to the California Environmental Quality Act (CEQA) prior to approval of individual Master Plan improvements when a determination is made to implement a WPCP improvement evaluated in the Draft PEIR and conceptual design is completed and construction details developed.
- CSCPRD-3 Commenter requests that the PEIR consider the San Francisco Bay Trail and the Juan Bautista de Anza National Historic Trail. Refer to Draft PEIR page 4.2-8 for a description of the San Francisco Bay Trail and **Response ABAG-5** for revisions to include mention of the Juan Bautista de Anza National Historic Trail.
- CSCPRD-4 This comment, expressing support for the San Francisco Bay Trail Project's comments, is acknowledged.
- CSCPRD-5 Refer to **Response ABAG-8** for a discussion of both the trail loop around Ponds 1 and 2 and trail access following restoration.
- CSCPRD-6 Commenter's request to revise Figures 4.2-1 and 4.15-1 are acknowledged. Refer to **Responses ABAG-12 and ABAG-13**.
- CSCPRD-7 Refer to **Response ABAG-6** for additional information regarding Bay Trail access along the West Channel, parking spaces, room for staging, the restroom near the Carl Road trailhead, and directional signage.
- CSCPRD-8 This comment, expressing appreciation for pedestrian and bicycle access as well as the identification of detours for bicycles and pedestrians during project construction, is acknowledged.



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## County of Santa Clara

Roads and Airports Department

101 Skyport Drive  
 San Jose, California 95110-1302  
 1-408-573-2400



April 1, 2016

Alison Hood  
 Senior Engineer  
 City of Sunnyvale, Public Works  
 P.O. Box 3707,  
 Sunnyvale, CA 94088-3707

**SUBJECT: Notice of Availability of Draft Environmental Impact Report  
 Sunnyvale Water Pollution Control Plant (WPCP) Master Plan**

Dear Ms. Hood:

The County of Santa Clara Roads and Airports Department appreciates the opportunity to review to the draft environmental impact report (DEIR) and is submitting the following comments.

- On page 4.3-15 of the DEIR, Mitigation Measure TR-1a: Truck Route Plan states  
*"As a part of pre-construction submittals, the contractor(s) shall submit a truck route plan to the City of Sunnyvale Public Works Department for review and approval...."*

CSCRA  
D-1

Please provide the truck route plan to the County as well for review and approval.

- Provide traffic control plan for County review, specifically if it affects traffic along Lawrence Expressway. This plan should include hours of construction, limiting usage of construction/hauling trucks to outside peak hours of traffic, i.e., no trucks between 6-9am and 3-7pm on weekdays.
- Please obtain encroachment permit for any work within the County roads right-of-way.

CSCRA  
D-2CSCRA  
D-3

If you have any questions about these comments, please contact me at 408-573-2462 or at [aruna.bodduna@rda.sccgov.org](mailto:aruna.bodduna@rda.sccgov.org).

Sincerely,

Aruna Bodduna  
 Associate Transportation Planner

cc: MA, AP, DSC

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## **2.2.4 Response to Comments from the County of Santa Clara Roads and Airports Department, Aruna Bodduna, 4/1/2016**

CSCRAD-1 This comment requests that a Truck Route Plan be submitted to the County for review and approval.

The City will provide a copy of the Traffic Control Plan to the County if routing occurs on any County owned or maintained roadway. The Traffic Control Plan is described on Draft PEIR page 4.3-15 and shall include:

- Circulation and detour plans to minimize impacts on local road circulation during road and lane closures. Flaggers and/or signage shall be used to guide vehicles through and/or around the construction zone.
- Controlling and monitoring construction vehicle movement through the enforcement of standard construction specifications by onsite inspectors.
- Sufficient staging areas for trucks accessing construction zones to minimize disruption of access to adjacent public rights-of-way.
- Scheduling truck trips outside the peak morning and evening commute hours to the extent possible.
- Maintaining pedestrian and bicycle access and circulation during project construction where safe to do so. If construction activities encroach on bicycle routes or multi-use paths, advance warning signs (e.g., “Bicyclists Allowed Use of Full Lane” and/or “Share the Road”) shall be posted that indicate the presence of such users.
- Identifying detours for bicycles and pedestrians, where applicable, in all areas affected by project construction.
- Implementing roadside safety protocols. Advance “Road Work Ahead” warning and speed control signs (including those informing drivers of State legislated double fines for speed infractions in a construction zone) shall be posted to reduce speeds and provide safe traffic flow through the work zone.
- Coordinating construction with administrators of police and fire stations (including all fire protection agencies), and recreational facility managers. Operators shall be notified in advance of the timing, location, and duration of construction activities and the locations of detours and lane closures, where applicable.
- Storing all equipment and materials in designated contractor staging areas on or adjacent to the worksite, such that traffic obstruction is minimized.

As described in Mitigation Measures NOI-1 and WPF-NOI-1 (Draft PEIR pages 4.4-19 and 4.4-24, respectively), construction traffic to and from the project site shall be

routed via designated truck routes that use freeways to the extent possible. Trucks will not traverse Lawrence Expressway between the hours of 6:00 p.m. and 7:00 a.m. to reduce noise impacts to local residents.

Once the Traffic Control Plan is prepared and approved, construction trucks would be required to comply with the Plan along with other mitigation measures in the Draft PEIR designed to reduce or avoid significant traffic impacts.

CSCRAD-2 This comment, requesting that the City provide a Traffic Control Plan for the County's review, is acknowledged.

Refer to **Response CSCRAD-1**, above.

CSCRAD-3 This comment, requesting that the City obtain encroachment permits for any work done within the County roads right-of-way, is acknowledged.

In response, the City will obtain any necessary encroachment permits for individual Master Plan improvements.

From: **Molseed, Roy** <[Roy.Molseed@vta.org](mailto:Roy.Molseed@vta.org)>  
Date: Wed, Mar 2, 2016 at 3:35 PM  
Subject: Sunnyvale Water Pollution Control Plant Master Plan DEIR  
To: "[ahood@sunnyvale.ca.gov](mailto:ahood@sunnyvale.ca.gov)" <[ahood@sunnyvale.ca.gov](mailto:ahood@sunnyvale.ca.gov)>

Alison,

VTA has no comments on the above Draft EIR. Thanks.

┌ VTA-1  
└

Roy Molseed

VTA

[\(408\) 321-5784](tel:(408)321-5784)

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### **2.2.5 Response to Comments from the Santa Clara Valley Transportation Authority, Roy Molseed, 3/2/2016**

- VT A-1 This notification regarding the Santa Clara Valley Transportation Authority’s lack of comments on the Draft PEIR is acknowledged.



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## **2.3 Responses to Comments from Organizations and Individuals**

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**From:** "Tang, John" <[john.tang@sjwater.com](mailto:john.tang@sjwater.com)>  
**Date:** April 15, 2016 at 12:28:24 AM GMT+8  
**To:** "[ahood@sunnyvale.ca.gov](mailto:ahood@sunnyvale.ca.gov)" <[ahood@sunnyvale.ca.gov](mailto:ahood@sunnyvale.ca.gov)>  
**Subject:** Comments to Programmatic EIR for WPCP

Dear Ms. Hood,

This email is in reference to the Programmatic Environmental Impact Report (PEIR) for the Sunnyvale Water Pollution Control Plant (WPCP) Master Plan. SJW Corp. (SJW), parent company of San Jose Water Company, offers the following comments:

1. SJW is in full support of the programmatic EIR, including the listed potable water reuse options.

┌ SJWC-1

2. SJW would like highlight several potential new options for potable water reuse for the City's consideration:

- a. Using conventional activated sludge effluent as a feed source and developing the infrastructure for a new compact purification facility at the Sunnyvale site.
- b. Using the purified water for indirect potable water reuse through groundwater recharge or for direct potable water reuse within the Santa Clara Valley Water District service area.

SJWC-2

SJW is considering different potable water reuse options in our near future and we applaud the City's progressive approach to ensuring sustainable water supplies in the South Bay.

SJWC-3

Best Regards,

SJW Corp.



**John Tang** | VP of Government Relations and Corporate Communication | San Jose Water Company | 110 West Taylor St. | San Jose, CA 95110

Email: [john.tang@sjwater.com](mailto:john.tang@sjwater.com) | Tel: [+1 408 279-7933](tel:+14082797933) | Fax: [+1 408 279-7934](tel:+14082797934)

**Important Notice:** This email may contain confidential or proprietary information belonging to SJW Corp. or one of its subsidiaries. If you are not the intended recipient, the sender requests that you immediately inform him or her that you have received it and that you immediately destroy the email. Please note that the use of confidential or proprietary information when you are not the intended recipient may have legal effects. Nothing in the body of this email is intended to be an electronic signature or is intended to create a binding contract.

### **2.3.1 Response to Comments from the San Jose Water Company, John Tang, 4/15/2016**

- SJWC-1 This comment, expressing support for the Draft PEIR and for potable reuse options, is acknowledged.
- SJWC-2 This comment identifies other options for potable water reuse, including conventional activated sludge with a purification facility onsite and use of purified water for indirect or direct potable reuse.

Following certification, the City will likely approve Master Plan. The City will also take action on a site plan for the WPCP that accommodates either conventional activated sludge or the water purification facilities. The City of Sunnyvale will decide whether to implement conventional activated sludge or a site layout for membrane bioreactors for secondary treatment as part of the Master Plan. The City could decide at a later date to consider implementing conventional activated sludge in combination with the water purification facilities described in the Draft PEIR, should such an alternative prove feasible and desirable which would require additional review under the California Environmental Quality Act (CEQA). The City could discuss direct potable reuse with the District; however, direct potable reuse was not evaluated in the Draft PEIR. Should direct potable reuse be considered in the future, additional evaluation under CEQA would be required.

- SJWC-3 This comment, expressing support for the City of Sunnyvale's progressive approach regarding water supply, is acknowledged.

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From: <[JLucas1099@aol.com](mailto:JLucas1099@aol.com)>  
Date: Sun, Apr 10, 2016 at 4:47 PM  
Subject: Sunnyvale Water Pollution Control Plant (WPCP) Master Plan DEIR  
To: [AHood@sunnyvale.ca.gov](mailto:AHood@sunnyvale.ca.gov)

Alison Hood, Senior Engineer, City of Sunnyvale, Public Works  
P.O. Box 3707, Sunnyvale, CA 94088-3707

April 10, 2016

RE: Sunnyvale Water Pollution Control Plant (WPCP) Master Plan DEIR

Dear Alison Hood,

This WPCP DEIR is a thorough document but am afraid I have not sufficient expertise to do justice to refined chemical treatment processes in the proposed upgrade to Sunnyvale's Water Pollution Control Master Plan. However, I would like to mention concerns as to alternatives considered in integrating expanded plant to site.

~ The relocation of Bay Trail access to Caribbean Drive along Sunnyvale West Channel needs clarification as to depth of trail setback from channel's riparian corridor, location of parking, if main East/West bay trail (not depicted on DEIR map) will clear expanded plant facilities and retain continuity to Sunnyvale Baylands Park. As Water Pollution Control Plant is situated in parkland it is important to retain integrity of recreation uses.

Lucas  
1-1

~ Did not find DEIR's hydrology element detailed as to coordination of flows from intersecting channels; Sunnyvale East, Sunnyvale West, Moffett, Cargill, and Northern Channels, and Guadalupe Slough. Is the proposed road across Moffett Channel to Pond 2 going to curtail flows to and from Cargill Channel or will a bridge clear channel floodway? In high water events in Bay, where will cumulative stream over-banking go? Northern Channel carries storm runoff of Moffett Field, but unsure what happens to Lockheed complex runoff, and believe both are piped into Cargill Channel? Can Cargill Channel clear flows in tides to north, to Bay, or is its outlet to Moffett Channel, within Pollution Plant pond operations, and ultimately to Guadalupe Slough? The conjunction of this many waterways at Sunnyvale's Water Pollution Control Plant is sobering constraint.

Lucas  
1-2



Please ask SCVWD staff to provide DEIR with data as to each channel's estimated flow and flood elevations.

Lucas  
1-2

~ Biological review of waterfowl/wildlife in seasonal wetlands and drainage ditches adjacent to Moffett Field and Lockheed complex needs to be more extensive as these species most likely will migrate into restoration marshes of Pond 2 and Pond 1, as proposed R & D build-out takes place in this previously protected refugia. A Western Pond Turtle colony adjacent to Moffett's golf course was found to have 52 adults and juveniles. The burrowing owl population was diminishing at Moffett Field, but Sunnyvale's landfill had once had burrows.

Lucas  
1-3

~ As a cost effective wetlands creation resource, SCVWD staff did decades long study for Pond A4 marsh restoration which believe was of sufficiently high caliber that DEIR should include it in alternatives analysis.

Lucas  
1-4

~ As to geologic review, did not see aspect of seismic susceptibility of site and feasible levee liquefaction. If it is in DEIR please excuse this mention. Do 100 year flood elevations demand that facility be padded up? Would existing gravity flow capability of pipes entering plant be compromised by a change in plant elevation?

Lucas  
1-5

~ Then lastly, do have serious reservations about DEIR described proposal to inject recycled water into aquifers in Saratoga Creek watershed and adjacent to Los Gatos Creek percolation ponds. Seem to recall that as mitigation for Highway #85's elimination of San Tomas Aquino Creek sediment basin, CalTrans did attempt an injection well in Campbell, adjacent to Los Gatos Creek, that was not successful. Unsure if it was salt content in water, that bound sediments, or injection pressure head that gave marginal percolation, but trial was not evidently continued. One would hate to see these prime natural percolation sites degraded.

Lucas  
1-6

An alternative I shall suggest would be to send recycled water to McClellan ponds and Regnart Creek at #85 as sites that are not functioning well in replenishing groundwater resources, when studies said they should. Tom Iwamura, longterm SCVWD groundwater hydrologist, thought heavy equipment might have compacted pond substructure when they were created (in wetter conditions than advisable) which is why percolation is poor. He cited 1969 Page & Wire resistivity method of investigation that found this area, and Regnart Creek, highly favorable for groundwater recharge. Have background data to support this assumption if there is need. These sites are two thirds the distance from Sunnyvale WPCP as are Los Gatos and Saratoga Creek sites, and do not have quite the environmental constraints of those prime watersheds.

Thank you for an opportunity to attend your recent workshop on the WPCP Master Plan proposal and DEIR. Did intend to research flood analysis of Sunnyvale West and Sunnyvale East channels but ran out of time.

Lucas  
1-7

Libby Lucas, 174 Yerba Santa Ave., Los Altos, CA 94022

### 2.3.2 Response to Comments from Libby Lucas, 4/10/2016

Lucas1-1 This comment states that clarification is needed regarding trail setbacks from Sunnyvale West channel, location of parking, and regarding the connectivity of the Bay Trail to Sunnyvale Baylands Park.

Draft PEIR Figure 3-10 (page 3-28) shows the general location of the proposed 950-foot long parking area along Caribbean Drive. In response, Draft PEIR Figure 3-10, has been revised to include the Bay Trail route in the vicinity of the main plant (as shown on **Revised Figure 3-10**, in Chapter 3, *Revisions to the Text of the Draft PEIR*). As described more fully in **Response ABAG-6**, the City would replace parking spaces removed by the closure of Carl Road.

As described in **Responses ABAG-12** and **ABAG-13**, Draft PEIR Figures 4.2-1 and 4.15-1 have been revised to clearly reflect the route of the Bay Trail to the west of Sunnyvale West Channel, indicating the connectivity of the Bay Trail to points west of the WPCP. With implementation of the Master Plan, Bay Trail continuity to points east, including Sunnyvale Baylands Park, would be preserved. Impact LU-2 (on Draft PEIR page 4.2-22) describes the temporary effects of Master Plan implementation on segments of the Bay Trail in the vicinity of the WPCP. Refer to **Response ABAG-4** regarding temporary and permanent disruption of Bay Trail segments.

As described in Draft PEIR Chapter 6, *Cumulative Impacts*, the Santa Clara Valley Water District (District) plans to implement a flood protection project along the Sunnyvale East and West Channels, including the segment of the Sunnyvale West Channel between Caribbean Drive and the Bay Trail. Levees along the West Channel would be raised, and, similar to existing conditions, the tops of the levees would be used as maintenance roads. Based on current design of the Sunnyvale East and West Channels project (which is subject to change), the maintenance road topping the west bank levee along Sunnyvale West Channel would be publicly accessible and serve as Bay Trail access, with ramp slopes along the levee designed to comply with the Americans With Disabilities Act requirements, and would be set back from the West Channel approximately 35 feet on average, pursuant to District flood and water quality protection goals (Sanchez, pers. comm.). The City will continue to coordinate with the District regarding flood control features in the vicinity of the Master Plan.

Lucas1-2 This comment generally requests clarification regarding the coordination of flows from intersecting channels near the WPCP, and then asks specific questions about the channels and stormwater flows in the area.

The commenter asks whether the proposed road across Moffett Channel to Pond 2 would curtail flows to and from Cargill Channel. The Master Plan does not propose to construct a road across Moffett Channel to Pond 2, but does include improvements to the existing access road that parallels Moffett Channel (see right half of Draft PEIR

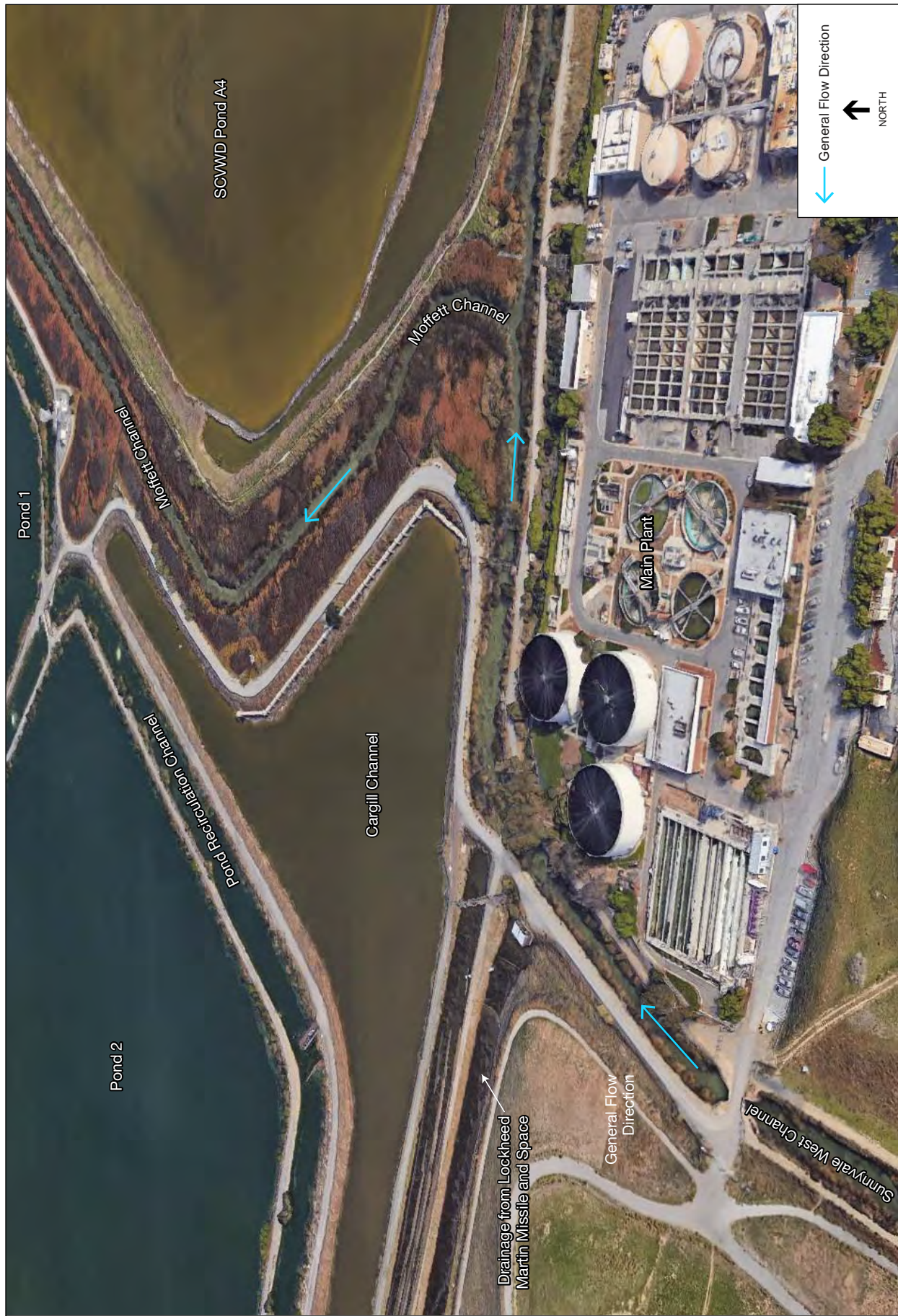
Figure 3-8 on page 3-19). It is possible that the commenter is referencing Alternative 3, Diurnal Equalization and Emergency Storage in Pond 2, which includes an access road across Cargill Channel. Environmental impacts of this alternative are evaluated on Draft PEIR pages 7-13 and 7-14. As described on Draft PEIR page 4.9-4, Cargill Channel is contained within levees and was formerly used in the salt production process. Water from Cargill Channel is connected by siphon to SCVWD Pond A4, and is pulled into SCVWD Pond A4 by the District to control the pond's water quality. Water in Cargill Channel is thus disconnected from fluvial flows and is not expected to rise during fluvial flooding events.

The commenter questions whether runoff from Moffett Field and the Lockheed complex is routed to the Cargill Channel, and whether Cargill Channel can clear flows to the Bay. **Figure RTC-1** shows a closer view of the channels and ponds in the Master Plan vicinity, and is included here for reference. The Moffett Park area is served by two drainage systems: the City of Sunnyvale's storm drain system and the Lockheed Martin Missile and Space drainage features. Drainage from the Lockheed Martin drainage system flows north to a channel that is not connected to Cargill Channel (referred to by the commenter as the Northern Channel) but instead is emptied by a pump station that lifts water into the Sunnyvale West Channel (City of Sunnyvale, 2004). As noted above, Cargill Channel is disconnected from fluvial flows, and water from the channel is not connected to the bay via surface drainage.

The commenter requests flood elevation information for the Cargill and Sunnyvale West Channels. The 100-year flood elevation (shown on Draft PEIR Figure 4.9-2, page 4.9-8) identified for the Sunnyvale West Channel and Cargill Channel in the vicinity of the Master Plan area is 11 feet above the North American Vertical Datum of 1988 (FEMA, 2009).

Lucas1-3 This comment discusses the potential effects on wildlife of development at Moffett Field and the Lockheed Martin complex to the west of the Master Plan area, and notes that the Sunnyvale Landfill once had burrowing owl burrows.

The waterfowl that use the seasonal wetlands and drainage ditches adjacent to Moffett Field and the Lockheed complex are similar to those that use the oxidation ponds and that were described in the Draft PEIR Section 4.7, Biological Resources. A variety of ducks (mostly dabbling ducks), herons, and egrets, with some shorebirds occurring during lower-water conditions, use those seasonal wetlands and drainage ditches, as well as the oxidation ponds and tidal channels described in the DEIR. The seasonal wetlands and drainage ditches being referred to in this comment are not within the project area and would not be affected by the project, nor would any future development in the Moffett Field and Lockheed area be part of the Master Plan. The effects of any future development in those off-site areas would be subject to separate, project-specific environmental review.



SOURCE: Google Maps; ESA

Sunnyvale Water Pollution Control Plant Master Plan . 120457  
**Figure RTC-1**  
 Channels and Ponds in the Master Plan Vicinity

The City is unaware of any specific development that is proposed in those off-site wetland/aquatic habitats and therefore it would be inappropriate to assume that they would be adversely affected in Master Plan EIR's cumulative impact analysis.

The commenter mentions Western pond turtles in the vicinity of Moffett Field. Western pond turtles have been found north of Moffett Field. Rather than that population being a discrete colony (which would suggest that those turtles would not disperse into the Master Plan area), it is our opinion that western pond turtles occupy the channels north of the Moffett Field, Lockheed, and Sunnyvale landfill as a larger, more broadly distributed population. Potential effects of the Master Plan on western pond turtles are discussed on Draft PEIR page 4.7-76. Similarly, Draft PEIR pages 4.7-76 and 4.7-77 discuss the history of use of the Sunnyvale landfill by burrowing owls (and their expected current status there). Mitigation Measures BIO-2d and BIO-2e on Draft PEIR pages 4.7-83 and 4.7-84 identify measures to avoid and minimize impacts of the Master Plan on western pond turtles and burrowing owl, respectively.

Lucas1-4 This comment states that the Draft PEIR alternatives analysis should include a District study evaluating SCVWD Pond A4 marsh restoration.

Draft PEIR Figure 3-3 (page 3-5) depicts the area managed by the City and addressed in the Master Plan. As shown, SCVWD Pond A4 is outside the Master Plan area. As discussed on Draft PEIR page 7-1, the selection of alternatives is limited to those that would avoid or substantially lessen any of the significant effects of the project, are feasible, and would attain most of the basic objectives of the project. Factors that may be considered when addressing the feasibility of an alternative include whether the proponent can reasonably acquire, control, or otherwise access an alternative site. The Master Plan includes restoration of portions of Ponds 1 and 2 because, with implementation of a new secondary treatment process, these ponds would no longer be needed for water treatment. Restoration of SCVWD Pond A4 would not qualify as an adequate alternative for the Master Plan in two ways. First, restoration in SCVWD Pond A4 would not reduce any significant impacts identified in the Draft PEIR (which are generally associated with the construction of new facilities or with levee breaching associated with active restoration of Ponds 1 and 2). Second, SCVWD Pond A4 is owned by the District, not the City of Sunnyvale, which limits the City's ability to control or otherwise access the site.

However, Draft PEIR Chapter 7, *Alternatives*, includes analysis of Alternative 4: Diurnal Equalization/Emergency Storage in SCVWD Pond A4. This alternative is included because impacts to biological resources could be reduced relative to the Master Plan if diurnal equalization tanks and emergency storage basins are constructed closer to the main plant, not requiring widening of the access road along Moffett Channel.

Lucas1-5 This comment notes that the commenter did not see discussion of the seismic susceptibility of the site and feasible levee liquefaction, and asks whether the flood



elevations at the site require that the plant be raised. The comment also asks whether existing gravity flow capability of wastewater pipelines flowing to the plant would be compromised by a change in plant elevation.

As described on Draft PEIR page 4.8-24, the susceptibility of the site to seismic hazards, including liquefaction in the oxidation ponds, was evaluated in a geotechnical study prepared for the Master Plan. Design recommendations that account for the seismic hazards at the site were provided in the geotechnical study, and would be incorporated into the design of Master Plan improvements.

As discussed on Draft PEIR pages 4.9-32 and 4.9-33, flood protection for the main plant would be provided by construction of a floodwall around the site. Levees would provide flood protection for the diurnal equalization and emergency storage basins in Pond 1. During Master Plan planning it was determined that a floodwall was more feasible than raising the site. The floodwall would be designed at an elevation of 13.0 feet NAVD88 to meet flood protection criteria established by Santa Clara County.

Because the main plant would not be raised, implementation of the Master Plan would not affect the gravity flow capability of wastewater pipelines flowing to the plant.

Lucas1-6 This comment reads as follows:

“Then lastly, do have serious reservations about DEIR described proposal to inject recycled water into aquifers in Saratoga Creek watershed and adjacent to Los Gatos Creek percolation ponds. Seem to recall that as mitigation for Highway #85's elimination of San Tomas Aquino Creek sediment basin, CalTrans did attempt an injection well in Campbell, adjacent to Los Gatos Creek, that was not successful. Unsure if it was salt content in water, that bound sediments, or injection pressure head that gave marginal percolation, but trial was not evidently continued. One would hate to see these prime natural percolation sites degraded. An alternative I shall suggest would be to send recycled water to McClellan ponds and Regnart Creek at #85 as sites that are not functioning well in replenishing groundwater resources, when studies said they should. Tom Iwamura, longterm SCVWD groundwater hydrologist, thought heavy equipment might have compacted pond substructure when they were created (in wetter conditions than advisable) which is why percolation is poor. He cited 1969 Page & Wire resistivity method of investigation that found this area, and Regnart Creek, highly favorable for groundwater recharge. Have background data to support this assumption if there is need. These sites are two thirds the distance from Sunnyvale WPCP as are Los Gatos and Saratoga Creek sites, and do not have quite the environmental constraints of those prime watersheds.”

The District is currently conducting groundwater and engineering studies to ensure the injection or percolation of purified water for groundwater recharge would be

hydrogeologically feasible and protective of groundwater quality. The areas being evaluated for recharge with purified water were chosen based on hydrogeology and areas where recharge is needed due to substantial groundwater pumping. Pursuant to District Board policy, the District works to aggressively protect groundwater from the threat of contamination. As such, purified water used for recharge would be highly treated to ensure groundwater quality protection.

Lucas1-7 This comment, expressing appreciation for the opportunity to attend the Draft PEIR public meeting and describing the commenter’s intention to research flood analysis of the Sunnyvale East and West Channels, is acknowledged.

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## References

City of Sunnyvale, 2004. *City of Sunnyvale Moffett Park Specific Plan*. Adopted by City Council April 27, 2004.

Federal Emergency Management Agency (FEMA), 2009. *Flood Insurance Rate Map, Santa Clara County, California, and Incorporated Areas*. Effective date May 18, 2009.

Sanchez, Bill, personal communication with Karen Lancelle, ESA, regarding accessibility at the maintenance road topping the west bank levee along the Sunnyvale West Channel.

---

**From:** [JLucas1099@aol.com](mailto:JLucas1099@aol.com) [mailto:[JLucas1099@aol.com](mailto:JLucas1099@aol.com)]  
**Sent:** Tuesday, April 12, 2016 2:05 PM  
**To:** Luis Jaimes; Elise Latedjou-Durand  
**Subject:** Fwd: Sunnyvale Water Pollution Control Plant (WPCP) Master Plan DEIR

Luis Jaimes  
 Elise Latedjou-Durand

Attached please find my comments on the DEIR for the proposed Sunnyvale Water Pollution Control Plant (WPCP) Master Plan, that have submitted to Sunnyvale Public Works this week.

Wondered if you could advise on aspect of this plant upgrade design that was unable to find in DEIR, and that is how will the main Bay Trail, from Moffett to east pass through plant to Sunnyvale Baylands Park to west and will there continue to be recreation parking for trail on Carl Road adjacent to plant? [ Lucas 2-1

The only 'bay' trail on DEIR site map was one that runs around Pond 2 and Pond 1, access for which it is now said will be along Sunnyvale West Channel to Caribbean Drive. Would like to know how much setback this will allow on SCVWD's Sunnyvale West Channel and if it will be sufficient. [ Lucas 2-2

Also am not quite sure how this Caribbean Drive access will connect with main stem Bay Trail. They are not suggesting that Bay Trail continue on Caribbean Drive are they? Hope you can perhaps clarify this aspect? [ Lucas 2-3

(Tried to reach Alison Hood but she is away until April 22.).

Then wonder if there is need to submit Page & Wire Resistivity Study map to Sunnyvale Public Works or is it a common reference document that you can supply for any alternative groundwater injection well review? [ Lucas 2-4

Thank you for assistance on these queries.

Libby Lucas



**Karen Lancelle**

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**From:** JLucas1099@aol.com  
**Sent:** Sunday, April 10, 2016 4:47 PM  
**To:** AHood@sunnyvale.ca.gov  
**Subject:** Sunnyvale Water Pollution Control Plant (WPCP) Master Plan DEIR

Alison Hood, Senior Engineer, City of Sunnyvale, Public Works  
 P.O. Box 3707, Sunnyvale, CA 94088-3707

April 10, 2016

RE: Sunnyvale Water Pollution Control Plant (WPCP) Master Plan DEIR

Dear Alison Hood,

This WPCP DEIR is a thorough document but am afraid I have not sufficient expertise to do justice to refined chemical treatment processes in the proposed upgrade to Sunnyvale's Water Pollution Control Master Plan. However, I would like to mention concerns as to alternatives considered in integrating expanded plant to site.

~ The relocation of Bay Trail access to Caribbean Drive along Sunnyvale West Channel needs clarification as to depth of trail setback from channel's riparian corridor, location of parking, if main East/West bay trail (not depicted on DEIR map) will clear expanded plant facilities and retain continuity to Sunnyvale Baylands Park. As Water Pollution Control Plant is situated in parkland it is important to retain integrity of recreation uses.

~ Did not find DEIR's hydrology element detailed as to coordination of flows from intersecting channels; Sunnyvale East, Sunnyvale West, Moffett, Cargill, and Northern Channels, and Guadalupe Slough. Is the proposed road across Moffett Channel to Pond 2 going to curtail flows to and from Cargill Channel or will a bridge clear channel floodway? In high water events in Bay, where will cumulative stream over-banking go? Northern Channel carries storm runoff of Moffett Field, but unsure what happens to Lockheed complex runoff, and believe both are piped into Cargill Channel? Can Cargill Channel clear flows in tides to north, to Bay, or is its outlet to Moffett Channel, within Pollution Plant pond operations, and ultimately to Guadalupe Slough? The conjunction of this many waterways at Sunnyvale's Water Pollution Control Plant is sobering constraint.

Please ask SCVWD staff to provide DEIR with data as to each channel's estimated flow and flood elevations.

~ Biological review of waterfowl/wildlife in seasonal wetlands and drainage ditches adjacent to Moffett Field and Lockheed complex needs to be more extensive as these species most likely will migrate into restoration marshes of Pond 2 and Pond 1, as proposed R & D build-out takes place in this previously protected refugia. A Western Pond Turtle colony adjacent to Moffett's golf course was found to have 52 adults and juveniles. The burrowing owl population was diminishing at Moffett Field, but Sunnyvale's landfill had once had burrows.

~ As a cost effective wetlands creation resource, SCVWD staff did decades long study for Pond A4 marsh restoration which believe was of sufficiently high caliber that DEIR should include it in alternatives analysis.

~ As to geologic review, did not see aspect of seismic susceptibility of site and feasible levee liquefaction. If it is in DEIR please excuse this mention. Do 100 year flood elevations demand that facility be padded up? Would existing gravity flow capability of pipes entering plant be compromised by a change in plant elevation?

~ Then lastly, do have serious reservations about DEIR described proposal to inject recycled water into aquifers in Saratoga Creek watershed and adjacent to Los Gatos Creek percolation ponds. Seem to recall that as mitigation for Highway #85's elimination of San Tomas Aquino Creek sediment basin, CalTrans did attempt an injection well in Campbell, adjacent to Los Gatos Creek, that was not successful. Unsure if it was salt content in water, that bound sediments, or injection pressure head that gave marginal percolation, but trial was not evidently continued. One would hate to see these prime natural percolation sites degraded.

An alternative I shall suggest would be to send recycled water to McClellan ponds and Regnart Creek at #85 as sites that are not functioning well in replenishing groundwater resources, when studies said they should. Tom Iwamura, longterm SCVWD groundwater hydrologist, thought heavy equipment might have compacted pond substructure when they were created (in wetter conditions than advisable) which is why percolation is poor. He cited 1969 Page & Wire resistivity method of investigation that found this area, and Regnart Creek, highly favorable for groundwater recharge. Have

**Lucas2**

background data to support this assumption if there is need. These sites are two thirds the distance from Sunnyvale WPCP as are Los Gatos and Saratoga Creek sites, and do not have quite the environmental constraints of those prime watersheds.

Thank you for an opportunity to attend your recent workshop on the WPCP Master Plan proposal and DEIR. Did intend to research flood analysis of Sunnyvale West and Sunnyvale East channels but ran out of time.

Libby Lucas, 174 Yerba Santa Ave., Los Altos, CA 94022

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### 2.3.3 Response to Comments from Libby Lucas, 4/12/2016

Lucas2-1 This comment requests additional information about how the Bay Trail will pass through the vicinity of the WPCP east to Baylands Park, and how access at Carl Road will be maintained.

As described on Draft PEIR page 3-27, the City proposes to close Carl Road to public access west of Borregas Avenue and relocate Bay Trail access via an enhanced access point along Caribbean Drive at the Sunnyvale West Channel. Access to the Bay Trail at Carl Road would not be maintained; instead, a similar trail spur connecting to the main east-west traversing Bay Trail would be available. See also **Responses Lucas1-1, ABAG-6, ABAG-12, and ABAG-13.**

Lucas2-2 This comment requests that the amount of setback of the Bay Trail access from the Sunnyvale West Channel be made available, and wonders if it is sufficient.

As discussed in greater detail in **Response Lucas1-1**, the Bay Trail access along Sunnyvale West Channel would be on top of a maintenance road and levee the District has proposed to build as part of the Sunnyvale East and West Channels Flood Protection Project. The maintenance road would be set back approximately 35 feet from the center of the Sunnyvale West Channel.

Lucas2-3 This comment expresses concern about how the new Bay Trail access will connect with the “main stem” Bay Trail, asking whether the Bay Trail would continue on Caribbean Drive.

Access to the Bay Trail would occur along the Sunnyvale West Channel, as described in **Responses Lucas2-2 and Lucas1-1**. As described in **Response Lucas1-1**, Draft PEIR Figure 3-10 (page 3-28) is revised to include the Bay Trail and the maintenance road along Sunnyvale West Channel.

Lucas2-4 This comment, wondering if submittal of the Page and Wire Resistivity Study map to the City of Sunnyvale Public Works Division is needed, or if it is commonly made available for groundwater injection well review, is acknowledged.

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Begin forwarded message:

**From:** [JLucas1099@aol.com](mailto:JLucas1099@aol.com)  
**Date:** April 15, 2016 at 3:39:39 AM GMT+8  
**To:** [ahood@sunnyvale.ca.gov](mailto:ahood@sunnyvale.ca.gov)  
**Subject:** Sunnyvale Water Pollution Control Plant (WPCP) Master Plan DEIR PPS comment

Alison Hood, Senior Engineer  
City of Sunnyvale, Public Works  
Sunnyvale, CA 94088-3707

April 14, 2016

Dear Alison,

As additional PS comment on the DEIR for Sunnyvale's Water Pollution Control Plant (WPCP) Master Plan, in touring site this morning continue to have serious doubts about public access to Bay Trail along SCVWD Sunnyvale Channel West from Caribbean Drive. Street parking on such a busy commute thoroughfare would be unsafe, for children especially, and there does not appear to be sufficient space for twenty or so vehicles.

Lucas3-1

In past, have observed duck hunters with dogs accessing refuge ponds from Sunnyvale plant parking area.

Lucas3-2

The Bay Trail has recently been resurfaced to north along Northern Channel but lacks signage, and it is not clear how bay trail passes through plant operations to connect to trail at Sunnyvale Baylands Park to east. There does not seem to be continuity along bay ponds or connectivity to Pond A4 and Guadalupe Slough. Believe full Bay Trail element needs to be mapped out accurately in DEIR as to how it interfaces with plant.

Lucas3-3

Then I find similar confusion with connectivity of channels with each other and with Guadalupe Slough. It appears that Sunnyvale Channel West passes through plant operations to terminate in Guadalupe Slough. Then Moffett Channel seems to drain (unclear how flap gate operates) to Northern Channel (?) which has strong pumps to empty it into Sunnyvale Channel West, from time to time. Are these pumps screened to prevent Western Pond Turtles, Red Legged Frogs etc. from being injured or are they safely popped into Sunnyvale Channel West? As stated before, regret that have not been able to access SCVWD data on this.

Lucas3-4

Then, what believe DEIR calls Moffett Channel is really Cargill Channel, which channel dead ends at road (which encircles Pond 2 and Pond ) without ever reaching Sunnyvale Channel West or Guadalupe Slough?

Lucas3-5

Do think circulation elements of Bay Trail as well as these four channels are essential to map out accurately in DEIR before it is possible to assess impact of Water Pollution Plant Upgrade on their continued integrity.

Lucas3-6

Hope I have made these concerns sufficiently clear. Could meet to walk site or review photos if it would help.

Thank you for all considerations.

Libby Lucas

### 2.3.4 Response to Comments from Libby Lucas, 4/14/2016

Lucas3-1 This comment states that street parking on Caribbean Drive as part of the relocated Bay Trail access would be unsafe, and that there does not appear to be sufficient space for approximately twenty vehicles.

As described on Draft PEIR page 3-27, the proposed relocated Bay Trail access along Caribbean Drive would convert 950 feet of one existing lane to parking in combination with grading, sidewalk, and landscaping improvements. As described in Impact TR-2 (Draft PEIR page 4.3-16), the Master Plan would not introduce incompatible uses to the area or provide new roadway design features that would result in increased traffic safety hazard for vehicles, bicyclists, and pedestrians along nearby roadways. As discussed in greater detail in **Response ABAG-6**, parking spaces and staging space would be replaced in kind.

Lucas3-2 This comment, stating that duck hunters with dogs have been observed accessing Don Edwards National Wildlife Refuge ponds from the Carl Road parking area, is acknowledged.

Draft PEIR page 4.2-9 describes the use by duck hunters of the area surrounding the WPCP under the heading “Moffett Channel.”

Lucas3-3 This comment indicates that the Draft PEIR does not clearly identify how the Bay Trail passes through the WPCP to connect to the Bay Trail at Baylands Park, and states that there seems to be no continuity along ponds or connectivity to SCVWD Pond A4 or Guadalupe Slough. The comment then states the PEIR needs to accurately map the Bay Trail and how it interfaces with WPCP.

In **Responses ABAG-12** and **ABAG-13**, Draft PEIR Figures 4.2-1 and 4.15-1 have been revised to reflect existing conditions of the Bay Trail in the vicinity of the WPCP (as shown in Chapter 3, *Revisions to the Text of the Draft PEIR*). As shown in these figures, the Bay Trail passes from east (near Sunnyvale Baylands Park) to west primarily along the northern side of Sunnyvale Landfill and the main plant, adjacent to SCVWD Pond A4 and the channels adjacent to Cargill Channel. The Bay Trail turns south just west of the main plant along the east side of Sunnyvale West Channel, crosses the West Channel at Carl Road, and turns to run north along the west side of the West Channel until turning west at the first accessible levee.

Lucas3-4 This comment expresses confusion regarding the connectivity of channels near the Master Plan area, and requests additional information about whether pumps between the channels are screened to prevent injury to wildlife.

The Draft PEIR uses the term “Moffett Channel” to refer to the tidally influenced channel into which the Sunnyvale West Channel drains, and that flows into



Guadalupe Slough between the northwest corner of Pond A4 and the northeast corner of Pond 1 (as shown on Draft PEIR Figure 4.7-1, page 4.7-5).

The Master Plan does not include modifications to the pump that conveys water from the channels north of the landfill into the Sunnyvale West Channel, and therefore, any existing conditions regarding this pump and its effects on western pond turtles would not be altered by the project. Although western pond turtles are present in the channels north of the landfill, California red-legged frogs are absent from this channel and the project area.

Lucas3-5 This comment expresses confusion regarding the Moffett and Cargill Channels.

As shown on Draft PEIR Figure 3-8 (page 3-19), the Cargill Channel is isolated from Moffett Channel by a levee. As stated on Draft PEIR page 4.9-4, Cargill Channel is contained within levees, a remnant of its former use for salt production in the south Bay. Moffett Channel is separated from Cargill Channel by a levee.

Lucas3-6 This comment states that the Bay Trail and channels near the WPCP should be mapped accurately in the Draft PEIR before it is possible to assess the impact of the Master Plan.

In **Responses ABAG-12 and ABAG-13**, Draft PEIR Figures 4.2-1 and 4.15-1 have been revised to reflect existing conditions of the Bay Trail in the vicinity of the WPCP. Figure RTC-1 shows a closer view of the channels and ponds in the vicinity of the Master Plan area.

Subj: **Fwd: Sunnyvale Water Pollution Control Plant (WPCP) Master Plan DEIR**  
Date: 4/12/2016 4:35:02 P.M. Pacific Daylight Time  
From: [JLucas1099@aol.com](mailto:JLucas1099@aol.com)  
To: [ilucas1099@aol.com](mailto:ilucas1099@aol.com)

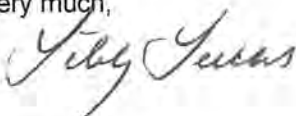
Alison Hood,

Attached please find the Page and Wire map of areas found to be favorable for groundwater recharge by the resistivity method in Northern Santa Clara County, to which I referenced in my comment on injection wells.

I am submitting this by surface mail (apologize for abbreviated copy produced on home machine) as am not sure present SCVWD staff have this 'historic' data at their disposal and would like it placed in DEIR record.

Thank you very much,

Libby Lucas



-----Original Message-----

From: JLucas1099@aol.com  
Date: Sun, 10 Apr 2016 19:47:23 -0400  
Subject: Sunnyvale Water Pollution Control Plant (WPCP) Master Plan DEIR  
To: AHood@sunnyvale.ca.gov

Alison Hood, Senior Engineer, City of Sunnyvale, Public Works  
P.O. Box 3707, Sunnyvale, CA 94088-3707

April 10, 2016

RE: Sunnyvale Water Pollution Control Plant (WPCP) Master Plan DEIR

Dear Alison Hood,

This WPCP DEIR is a thorough document but am afraid I have not sufficient expertise to do justice to refined chemical treatment processes in the proposed upgrade to Sunnyvale's Water Pollution Control Master Plan. However, I would like to mention concerns as to alternatives considered in integrating expanded plant to site.

~ The relocation of Bay Trail access to Caribbean Drive along Sunnyvale West Channel needs clarification as to depth of trail setback from channel's riparian corridor, location of parking, if main East/West bay trail (not depicted on DEIR map) will clear expanded plant facilities and retain continuity to Sunnyvale Baylands Park. As Water Pollution Control Plant is situated in parkland it is important to retain integrity of recreation uses.

~ Did not find DEIR's hydrology element detailed as to coordination of flows from intersecting channels; Sunnyvale East, Sunnyvale West, Moffett, Cargill, and Northern Channels, and Guadalupe Slough. Is the proposed road across Moffett Channel to Pond 2 going to curtail flows to and from Cargill Channel or will a bridge clear channel floodway? In high water events in Bay, where will cumulative stream over-banking go? Northern Channel carries storm runoff of Moffett Field, but unsure what happens to Lockheed complex runoff, and believe both are piped into Cargill Channel? Can Cargill Channel clear flows in tides to north, to Bay, or is its outlet to Moffett Channel, within Pollution Plant pond operations, and ultimately to Guadalupe Slough? The conjunction of this many waterways at Sunnyvale's Water Pollution Control Plant is sobering constraint. Please ask SCVWD staff to provide DEIR with data as to each channel's estimated flow and flood elevations.

~ Biological review of waterfowl/wildlife in seasonal wetlands and drainage ditches adjacent to Moffett Field and Lockheed complex needs to be more extensive as these species most likely will migrate into restoration marshes of Pond 2 and Pond 1, as proposed R & D build-out takes place in this previously protected refugia. A Western Pond Turtle colony adjacent to Moffett's golf course was found to have 52 adults and juveniles. The burrowing owl population was diminishing at Moffett Field, but Sunnyvale's landfill had once had burrows.

~ As a cost effective wetlands creation resource, SCVWD staff did decades long study for Pond A4 marsh restoration which believe was of sufficiently high caliber that DEIR should include it in alternatives analysis.

~ As to geologic review, did not see aspect of seismic susceptibility of site and feasible levee liquefaction. If it is

Lucas4-1

in DEIR please excuse this mention. Do 100 year flood elevations demand that facility be padded up?  
Would existing gravity flow capability of pipes entering plant be compromised by a change in plant elevation?

~ Then lastly, do have serious reservations about DEIR described proposal to inject recycled water into aquifers in Saratoga Creek watershed and adjacent to Los Gatos Creek percolation ponds. Seem to recall that as mitigation for Highway #85's elimination of San Tomas Aquino Creek sediment basin, CalTrans did attempt an injection well in Campbell, adjacent to Los Gatos Creek, that was not successful. Unsure if it was salt content in water, that bound sediments, or injection pressure head that gave marginal percolation, but trial was not evidently continued. One would hate to see these prime natural percolation sites degraded.

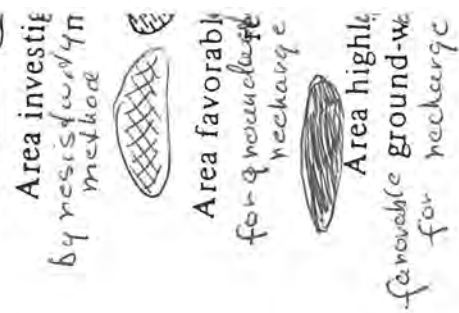
An alternative I shall suggest would be to send recycled water to McClellan ponds and Regnart Creek at #85 as sites that are not functioning well in replenishing groundwater resources, when studies said they should. Tom lwamura, longterm SCVWD groundwater hydrologist, thought heavy equipment might have compacted pond substructure when they were created (in wetter conditions than advisable) which is why percolation is poor. He cited 1969 Page & Wire resistivity method of investigation that found this area, and Regnart Creek, highly favorable for groundwater recharge. Have background data to support this assumption if there is need. These sites are two thirds the distance from Sunnyvale WPCP as are Los Gatos and Saratoga Creek sites, and do not have quite the environmental constraints of those prime watersheds.

Thank you for an opportunity to attend your recent workshop on the WPCP Master Plan proposal and DEIR.  
Did intend to research flood analysis of Sunnyvale West and Sunnyvale East channels but ran out of time.

*Libby Lucas*  
Libby Lucas, 174 Yerba Santa Ave., Los Altos, CA 94022

Lucas4-1  
cont.

## EXPL



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### 2.3.5 Response to Comments from Libby Lucas, 4/12/2016

Lucas4-1 This comment transmits a map from a previous study identifying areas favorable for groundwater recharge in northern Santa Clara County as well as the same comments as Letter Lucas1. See **Responses Lucas1-1** through **Lucas1-7** for responses to this comment.



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From: **Kevin Mattos, Architect** <[kevin@kma-architecture.com](mailto:kevin@kma-architecture.com)>  
Date: Wed, Mar 9, 2016 at 4:21 PM  
Subject: WPCP Master Plan  
To: ahood <[ahood@sunnyvale.ca.gov](mailto:ahood@sunnyvale.ca.gov)>

Hello Alison,

My client received a notice regarding the proposed Sunnyvale Water Pollution Control Plant (WPCP) and asked me to confirm if his property will be impacted in anyway? The property is located at **270 E. Caribbean Drive.**

If so, I would appreciate a few minutes of your time to go over any potential issues. Please let me know as soon as you can.

Mattos-

1

Thank you,

Kevin

kevin n. mattos, architect  
**KMA architecture + design**  
111 w. saint john st.  
suite 950  
san jose ca, 95113  
p: [408-999-6622](tel:408-999-6622)  
c: [408-209-6635](tel:408-209-6635)



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### 2.3.6 Response to Comments from Kevin Mattos, 3/9/2016

Mattos-1 The commenter requests information regarding potential impact(s) on a property located at 270 E. Caribbean Drive.

The lead agency has previously acknowledged this comment and provided the commenter with a link to the Draft PEIR which discloses impacts of the Sunnyvale Water Pollution Control Plant Master Plan. The property, which is south and east of the intersection of Borregas and Caribbean, would not be directly affected by the Master Plan as the nearest ground disturbing activity would be Bay Trail access relocation located west of Borregas. As described starting on Draft PEIR page 4.3-14, construction traffic would temporarily reduce roadway capacity and increase roadway delays, but implementation of a Temporary Traffic Control Plan would limit the extent and severity of the impact. The Construction Noise Logistics Plan (Mitigation Measure NOI-1, Draft PEIR page 4.4-19) includes the requirement that all construction vehicles and equipment, fixed and mobile, utilize the best available noise control techniques, among other noise control measures. Other impacts of the Master Plan are described in greater detail in Draft PEIR Chapter 4, Environmental Setting, Impacts, and Mitigation Measures.



## CHAPTER 3

### Revisions to the Text of the Draft PEIR

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This chapter contains revisions to the text of the Draft PEIR for the Sunnyvale Water Pollution Control Plant Master Plan, dated February 2016. Revised or new language is underlined. All deletions are shown in ~~striketrough~~ text. Text and figure changes have been made in response to comments received on the Draft PEIR (see Chapter 2, Comments and Responses), to new information received since publication of the Draft PEIR, or to correct errata discovered in the Draft PEIR. Changes included here do not materially affect the conclusions of the Draft PEIR.

#### Chapter 3, Project Description

Page 3-28 In response to comment Lucas1-1, Draft PEIR Figure 3-10 is revised as shown on the following page.

#### Chapter 4, Environmental Setting, Impacts and Mitigation

##### Section 4.2, Land Use and Recreation

Page 4.2-8 In response to comment ABAG-5, the following paragraph in Section 4.2.1.3 is revised as follows:

**San Francisco Bay Trail and Juan Bautista de Anza National Historic Trail<sup>4,5</sup>**

In 1987, Senate Bill 100 was passed into law directing the Association of Bay Area Governments (ABAG) to create a ~~trail~~/recreational and transportation corridor that was to be aligned along the Bay to provide uninterrupted travel for bicyclists and pedestrians around the perimeter of San Francisco and San Pablo Bays. The Bay Trail is a multi-purpose recreational trail that, when complete, will encircle San Francisco Bay and San Pablo Bay with a continuous 500-mile network of bicycling and hiking trails. The Bay Trail will connect the shoreline of all nine Bay Area counties in the region. The Bay Trail provides opportunities for walking, jogging, and bicycling. The Bay Trail offers access to commercial, industrial, and residential neighborhoods, points of historic, natural and cultural interest, recreational areas such as beaches, marinas, fishing piers, boat launches, and over 130 parks and wildlife preserves. Within the project area, there is an existing entrance to the Bay Trail at the west end of Carl Road. This segment of the Bay Trail borders the WPCP to the west and north and surrounds Ponds 1 and 2. This segment of the trail is also part of the



Sunnyvale Water Pollution Control Plant Master Plan . 120457  
 SOURCE: Carollo Engineers  
**Figure 3-10**  
 Other Facility Improvements (Revised)

Juan Bautista de Anza National Historic Trail which aims to connect the San Francisco Bay Area to Nogales, Arizona.

<sup>5</sup> Information in this section is derived from Juan Bautista de Anza National Historic Trail: *EXPLORE- Follow the Anza Expedition*. Last Accessed May 12, 2016. Available at: <http://www.anzahistorictrail.org/visit/explorer>

Page 4.2-2 In response to comment ABAG-12, Draft PEIR Figure 4.2-1 is revised as shown on the following page.

Page 4.2-9 In response to comment ABAG-5, the following paragraph in Section 4.2.1.3 is revised as follows:

**San Francisco Bay Trail and Juan Bautista de Anza National Historic Trail**

Within the groundwater replenishment facilities area, there are three separate trails that extend from the Bay Trail to the south. One portion extends to San Tomas Expressway, another follows the Lower ~~Q~~Guadalupe River Trail to approximately State Route 87, and the last portion extends along Coyote Creek to Montague Expressway. The historic trail corridor of the Jan Bautista de Anza National Historic Trail roughly parallels State Route 85 in the vicinity of the water purification facilities, and intersects the Los Gatos recharge basins area as well as the southwest corner of the well injection area (National Park Service, 2016).

Page 4.2-22 In response to comment ABAG-8, the following paragraphs have been added to the discussion of Impact LU-2:

As indicated on page 3-18 of this Draft PEIR, pond restoration is in early planning stages; pond restoration would not be implemented until after 2035. Restoration would likely involve active or passive breaching of the levees surrounding the ponds. Levee breaching would disrupt the continuity of the loop surrounding these ponds. In the future, as planning progresses for decommissioning of Ponds 1 and 2, construction of the diurnal equalization tanks and emergency storage basins, and restoration, the City will coordinate with ABAG and BCDC regarding the future Bay Trail alignment in the vicinity of Moffett Channel. The City is committed to preserving the continuity of Bay Trail access through the City of Sunnyvale along this segment of shoreline.

While passive or active restoration resulting in breaches of the levees around Ponds 1 and 2 would remove portions of an existing trail, because there are many other trails and other recreational resources that are available throughout the area, the increase in use of other local or regional recreation resources that may be attributable to pond restoration would not substantially deteriorate or degrade existing recreational resources.





SOURCE: H.T. Harvey & Associates; adapted by ESA

Sunnyvale Water Pollution Control Plant Master Plan . 120457

**Figure 4.2-1**  
Land Uses and Recreational Resources  
in the WPCP Vicinity (Revised)

Page 4.2-26 **ADD** the following text after Korve Engineering, 2006. *City of Sunnyvale Bicycle Plan*:

National Park Service, 2016. *Visit – Plan Your Trip on the Anza Map*. Accessed May 18, 2016. Available at: <http://www.anzahistorictrail.org/visit>.

## Section 4.4, Noise and Vibration

Page 4.4-19 **REVISE** the third bullet of Mitigation Measure NOI-1 as follows:

- Signs shall be posted at the construction site that include construction days and hours, a day and evening contact number for the job site, and a day and evening contact number for the City or contractor in the event of problems.

## Section 4.5, Air Quality

Page 4.5-19 **REVISE** the last bullet of Mitigation Measure AQ-2a as follows:

- Post a publicly visible sign with the telephone number and person to contact at the City or City's contractor regarding dust complaints. This person shall respond and the contractor shall take corrective action within 48 hours.

## Section 4.7, Biological Resources

Page 4.7-72 **REVISE** the first three bullets of Mitigation Measure BIO-1a as follows:

### **Mitigation Measure BIO-1a: Reduce Impacts on Congdon's Tarplant**

- Within 2 years prior to initial ground disturbance for activities outside the main plant fenceline, the City will retain a qualified biologist, or require the contractor to retain a qualified biologist, to conduct protocol-level surveys for Congdon's tarplant in ~~the Master Plan area, including vegetated areas both within and outside the main plant fenceline~~ suitable habitat in, and within 50 feet of, the proposed construction footprint. These surveys will be conducted in accordance with the protocols established by the CDFW and CNPS, and shall coincide with the bloom period for the species (May through November).
- If Congdon's tarplant is present in the ~~Master Plan~~ survey area, the City contractor will avoid impacts on individuals of this species to the extent feasible during implementation of the Master Plan.
- If Congdon's tarplant is present near the limits of disturbance, the City contractor will maintain a buffer free from construction-related activities around the tarplant occurrence; this buffer will be at least 50 feet if feasible, but large enough to avoid indirect impacts such as dust mobilization and alteration of hydrology. The City contractor shall demarcate the buffer in the field with orange fencing. No equipment;



~~or vehicles, or personnel~~ shall be permitted within the buffer area during construction.

Page 4.7-72 **REVISE** Mitigation Measure BIO-1b as follows:

**Mitigation Measure BIO-1b: Prevent the Introduction and Spread of Non-native, Invasive Species**

- The City will retain a qualified biologist, or require the contractor to retain a qualified biologist, to develop an Invasive Species Management Plan to reduce the presence and spread of non-native, invasive plant species in the Master Plan area. The Invasive Species Management Plan shall be developed prior to any grading activities ~~and prior to importing any or import of fill material to the project areas, either within the main plant or outside of~~ outside of, or within 20 feet of the western and northern sections of the main plant fenceline. Once a concrete flood wall is built around the facility, no invasive species management will be necessary for project activities within the main plant fenceline. The overarching goal of this mitigation is to halt the further expansion of existing invasive species and introduction of new invasives into sensitive habitats in project areas. The Invasive Species Management Plan shall include, but not be limited to, the following:
  - Prior to construction outside of, or within 20 feet of the western and northern sections of, the main plant fenceline, the extent and locations of invasive species occurrences will be mapped within all areas proposed to be graded, including access roads and staging areas, and within all sensitive habitats (e.g., wetlands) across the project areas. ~~This mapping will include project areas both within the main plant (especially along the fenceline) and outside the main plant fenceline, such as the access roads to Ponds 1 and 2.~~
  - Areas identified to have weed infestations shall be treated prior to ground disturbance according to weed control methods detailed below:
    - Weed control treatments shall include all legally permitted herbicide, manual, and mechanical methods approved for application. The application of herbicides shall be in compliance with all state and federal laws and regulations under the prescription of a Pest Control Advisor (PCA), where concurrence has been provided by the City of ~~Newark~~Sunnyvale, and implemented by a Licensed Qualified Applicator. Herbicides shall not be applied during or within 72 hours of a scheduled rain event. Where manual and/or mechanical methods are used, disposal of the plant debris will take place at an appropriate offsite location. The timing of the weed control treatment shall be determined for each plant species with the goal of controlling populations before they start producing seeds

and/or encroach into adjacent areas from rhizomatous shoots. Consultation with a qualified wildlife biologist and plant ecologist shall be required prior to weed control treatments in sensitive habitats with the intent of avoiding any adverse impacts on special-status species in the area.

- Surveying and monitoring for weed infestations shall occur over the course of any grading operations ~~along and outside~~ outside of, or within 20 feet of the western and northern sections of, the main plant fenceline. Treatment of all identified weed populations shall occur at a minimum of once annually.
- Once grading ceases, invasive plant populations within all sensitive habitats (such as wetlands) that are not impacted, but that are within 200 feet of grading/construction areas located outside of or within 20 feet of the western and northern sections of the main plant fenceline, shall be mapped and the ~~aerial~~ areal extent and location of invasive populations documented. Sensitive habitats ~~within 200 feet of construction areas~~ include portions of the Sunnyvale West Channel, the Cargill Channel, Ponds 1 and 2, and SCVWD Pond A4. This shall occur on an annual basis for a minimum of 3 years following grading operations.
- If, in any monitoring year, the size of existing populations within sensitive habitats expands by 20 percent or more in terms of surface area in comparison to the population size documented prior to construction, the weed control measures described above shall be implemented (inter-annual variation due to climate differences may account for as much as 10 percent of change).
- During construction activities located outside of or within 20 feet of the western and northern sections of the main plant fenceline, all seeds and straw materials used on site shall be weed-free rice straw, and all gravel and fill material shall be certified weed free.
- During construction activities ~~along and outside~~ located outside of or within 20 feet of the western and northern sections of the main plant fenceline, vehicles and all equipment shall be washed (including wheels, undercarriages, and bumpers) before entering the project areas adequately to ensure that weed seeds from other sites are not transported to these construction areas. Vehicles shall be cleaned at existing construction yards or legally operating car washes. ~~The project proponent shall document all vehicles have been washed prior to commencing work.~~ In addition, tools such as chainsaws, hand clippers, pruners, etc., shall be washed before entering the work areas.

Page 4.7-80 REVISE the first bullet of Mitigation Measure BIO-2b as follows:

- Earth-moving in areas draining directly to wetlands and aquatic habitats will not occur during days when rain is occurring or predicted to occur (i.e., greater than ~~30~~40 percent chance) during the work period. This measure applies to all Project areas with potential to drain directly to wetlands or aquatic habitats, particularly in or adjacent to the Southeast Channel, the Sunnyvale West Channel, the Cargill Channel, Ponds 1 and 2, and SCVWD Pond A4.

Page 4.7-83 REVISE the fifth bullet of Mitigation Measure BIO-2c as follows:

- ~~NMFS~~ National Marine Fisheries Service personnel will be immediately notified of any observed fish mortality events associated with Master Plan activities.

Page 4.7-88 REVISE the second bullet of Mitigation Measure BIO-2h as follows:

- Prior to commencement of new activities (i.e., activities that are not currently ongoing in any given area) during the breeding season (February 1 through August 31), preconstruction surveys will be conducted by a qualified biologist no more than 7 days prior to the initiation of new disturbance in any given area to ensure that no active nests of species protected by the Migratory Bird Treaty Act or California Fish and Game Code will be disturbed during Master Plan implementation. During this survey, the biologist will inspect all potential nesting habitats (e.g., trees, shrubs, buildings, and various substrates on the ground) in the project area for nests. This survey will include suitable nesting substrates both within and outside the main plant fenceline. Surveys will be conducted within search radii corresponding to disturbance-free buffer zones described below for raptors (300 feet) and non-raptors (100 feet), including offsite areas adjacent to the Master Plan area (where such areas are accessible and are contained in the buffer zones).

Page 4.7-91 REVISE the second bullet of Mitigation Measure BIO-3a as follows:

- If open water and wetland habitats are present within 100 feet or less of the limits of disturbance in the Master Plan area, avoidance buffers shall be maintained between those habitats and construction areas ~~and the aquatic resources that drain directly to them~~. These buffers should be at least 50 feet for general construction activities and 100 feet for grading, to the extent feasible. The avoidance buffers shall be designated as Environmentally Sensitive Areas and clearly identified in the field using orange fencing. No equipment, vehicles, or personnel are permitted within Environmentally Sensitive Areas. Environmentally Sensitive Areas shall be shown on Project plan sets. All Environmentally Sensitive Area fencing shall be maintained intact and in good condition throughout the duration of construction.

Page 4.7-94 REVISE the last bullet of Mitigation Measure BIO-4a as follows:

- Provide temporary irrigation to all trees in protection zones ~~using a temporary on-grade drip or bubbler irrigation system sufficient to wet the soil within tree protection zones to a depth of 30 inches per bi-weekly irrigation event that may have important root systems impacted by construction.~~

## Section 4.10, Water Quality

Page 4.10-36 In response to comment RWQCB-4, Mitigation Measure WQ-4 is revised as follows:

During design of oxidation pond breaching and/or restoration, the City, in coordination with other agencies directly involved in planning and implementing of restoration activities, shall require preparation of a water quality evaluation for the proposed levee breach and associated pond restoration activities. The water quality evaluation shall evaluate anticipated construction activities, including disturbance and potential mobilization of pond sediments, and anticipated changes to pond area and nearby hydrodynamics, and evaluate their potential to influence each of the water quality parameters discussed in this analysis: temperature, salinity, DO, metals, mercury, methyl mercury, phytoplankton blooms, and nuisance algae. The water quality evaluation shall consider applicable water quality standards and goals defined in the Basin Plan, the Bay Conservation and Development Commission's Bay Plan Policies on Water Quality, as applicable, and other applicable water quality standards. The water quality evaluation shall provide recommendations for the minimization of each category of potential water quality pollutants described above, sufficient to ensure that downstream beneficial uses would not be adversely affected, and that applicable water quality standards would not be exceeded. The City shall implement all recommendations identified in the water quality evaluation needed to preserve water quality and maintain consistency with the Basin Plan and other applicable water quality standards and requirements, and protect beneficial uses on site and downstream. The water quality evaluation shall also identify protocols and procedures for the deployment of long-term monitoring for temperature, salinity, dissolved oxygen, metals including mercury, methylmercury, phytoplankton blooms, and nuisance algae, and shall, in the event of exceedance of applicable standards established to protect beneficial use by the Regional Board, identify measures and actions as warranted to reduce pollutant emissions and protect beneficial uses using an adaptive management approach. Measures and actions warranted to reduce pollutant emissions and protect beneficial uses could include, but would not be limited to, characterization, monitoring or remediation of pond sediments, changing

hydraulic residence times or manipulating other factors affecting the generation or presence of methylmercury.

Page 4.10-43 In response to comment RWQCB-3, Mitigation Measure WPF-WQ-4 is revised as follows:

- For use of the City's existing outfall, the study will review compliance with NPDES permit requirements under conditions of blending the RO concentrate with the remaining available WPCP effluent. The studies will generally include: development of blended effluent and RO concentrate mass balance calculations and laboratory chronic toxicity testing of a range of effluent and RO concentrate blends to evaluate compliance with the City's NPDES permit limits. The City will select a blend that meets the City's WPCP NPDES permit limits.
- For use of the EBDA outfall, the City and/or District will review discharge requirements and other institutional arrangements for participation in EBDA. This would include: development of RO concentrate mass balance calculations and laboratory testing to evaluate compliance with EBDA's combined NPDES permit requirements. The City will control the WPCP's discharge to the EBDA system such that the addition of the WPCP's effluent would not cause discharge from the combined discharge point to exceed the EBDA NPDES permit water quality-based effluent limits and toxicity requirements.
- For use of treatment wetlands, the City and/or District will coordinate with the RWQCB and other regulatory agencies, such as USACE, USFWS, CDFW, and BCDC regarding use of concentrate to support wetlands and protect receiving water quality consistent with the water quality objectives of the San Francisco Bay Water Quality Control Plan (Basin Plan). This process will generally include development of effluent calculations, pilot testing, or other mechanism acceptable to the RWQCB to identify:
  - Effluent blending ratios,
  - Use of other potential blending source waters (such as pre-blending with Bay water or stormwater),
  - Calculation of specific concentrations of constituents of concern (metals, pesticides), and
  - Identification of chronic and acute toxicity to demonstrate protection of receiving water quality.

Using the outcomes of the studies listed, the City and/or District will select an initial approach to treatment wetlands design that would be consistent with the water quality objectives of the Basin Plan.

## Section 4.11, Hazards and Hazardous Materials

Page 4.11-33 REVISE Mitigation Measure HAZ-2b as follows:

For ~~any elements~~ each Master Plan improvement involving ground disturbing activities, the City (or for WPF, District) or its contractor will prepare a Health and Safety Plan in accordance with federal OSHA regulations (29 CFR 1910.120) and Cal/OSHA regulations (8 CCR Title 8, Section 5192). ~~The Each Plan~~ The Each Plan will be based on all ~~the activities proposed Master Plan improvements involving ground disturbance~~ as part of the specific project and include designated personnel responsible for implementation of the ~~Health and Safety~~ Plan. The City will require each contractor for each individual construction contract to implement ~~the a Plan~~. The Each Plan will include all required measures to protect construction workers and the general public potentially exposed to hazardous materials or wastes by including engineering controls, monitoring, and security measures to prevent dangerous levels of exposure and unauthorized entry to the construction area, and to reduce hazards outside of any construction area. If prescribed contaminant exposure levels are exceeded, personal protective equipment shall be required for workers in accordance with state and federal regulations. Compliance with the ~~City's~~ Health and Safety Plan will not be construed as approval of the adequacy of the contractor's health and safety professional's qualifications or any safety measure taken in or near the construction site. The contractor will be solely and fully responsible for compliance with all laws, rules, and regulations applicable to health and safety during the performance of the construction work.

## Section 4.15, Aesthetics

Page 4.15-2 In response to comment ABAG-13, Draft PEIR Figure 4.15-1 is revised as shown on the following page.

Page 4.15-21 REMOVE reference to the Santa Clara Valley Water District from the first paragraph of Mitigation Measure AES-1 as follows:

The design of the access road and levee will include landscape plantings. Planting design will retain safety, structural integrity, and functionality of the access road and levee, and accessibility for maintenance, inspection, monitoring, and flood control. Design of the landscape plantings and vegetation management program will be coordinated with a civil engineer and landscape architect, along with ~~the District and~~ the City of Sunnyvale, to ensure that landscaping and maintenance practices chosen are ecologically compatible, feasible, and compatible with flood damage protection. The levee planting plans chosen for implementation will be certified by a registered professional engineer to ensure reliable operation and maintenance of the access road and levee and reviewed by a qualified biologist to ensure compatibility of the plants with the existing plant mosaic.



SOURCE: Google Maps; ESA

Sunnyvale Water Pollution Control Plant Master Plan . 120457  
**Figure 4.15-1**  
 Viewpoint Map (Revised)

## Chapter 5, Growth Inducement Potential and Secondary Effects of Growth

Page 5-22 REVISE Mitigation Measure GI-1 as follows:

Prior to implementation of Stage 2 of the conventional activated sludge and Stage 2 of solids thickening and dewatering facilities and processes, Stage 2 of the MBR facilities and Stage 2 of WPF solids thickening and dewatering facilities, or construction of a fifth digester, the City will ~~:(1)-~~initiate a new investigation of flows and loads capacity requirements to ensure that these facilities are appropriately sized to accommodate projected capacity needs consistent with (then) adopted plans and policies; ~~and (2).~~ Upon completion of construction of the above-noted facilities, the City will require that CEQA documents on development projects evaluate nitrogen deposition impacts on serpentine habitat and associated special-status species, and mitigate significant project-specific and cumulative impacts to less-than-significant levels. The analysis requirements and specific mitigation strategy(ies) will depend on the environmental setting at the time the Master Plan or WPF improvements are implemented, characteristics of the proposed development, and its relative contribution to the significant impact.

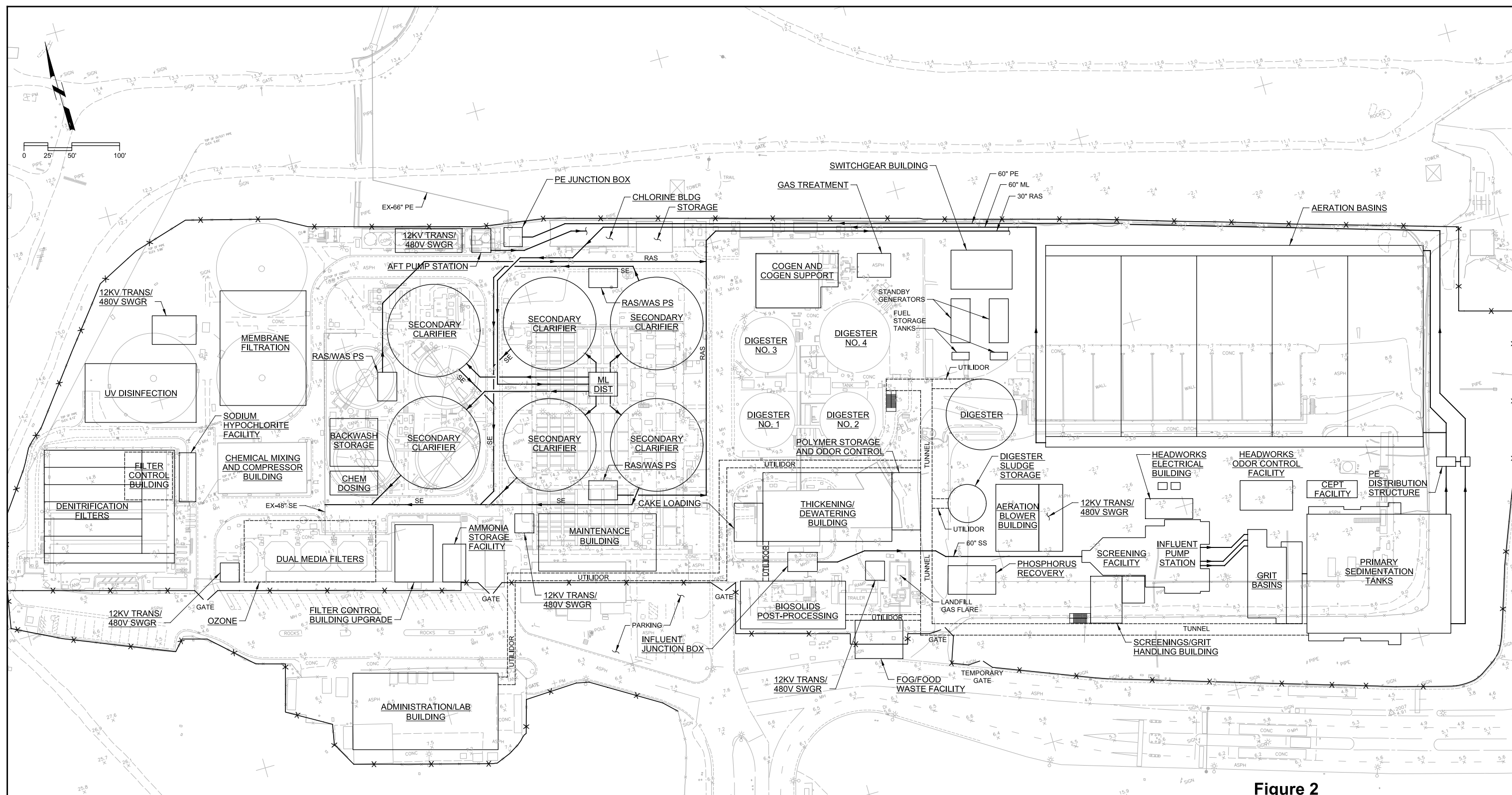
## Chapter 6, Cumulative Impacts and Other CEQA Issues

Page 6-12 REVISE the first paragraph of Mitigation Measure C-TR-1 as follows:

Prior to construction, the City's respective contractor(s) shall develop a Coordinated Transportation Management Plan, and the City and its contractor(s) shall work with other projects' contractors and appropriate County and/or City departments (e.g., Emergency Services, Fire, Police, Transportation) as needed to prepare and implement a transportation management plan for roadways adjacent to and directly affected by the Master Plan improvements or the WPF, and to address the transportation impact of the overlapping construction projects within the vicinity of the Master Plan or the WPF in the region.







**Figure 2**  
**MASTER PLAN SITE LAYOUT**  
**CONVENTIONAL ACTIVATED SLUDGE ALTERNATIVE**  
**SITE LAYOUT**  
**MASTER PLAN AND PRIMARY TREATMENT DESIGN**  
**CITY OF SUNNYVALE**

**GENERAL NOTES:**  
1. SITE LAYOUT IS BASED ON IMPLEMENTATION OF CONVENTIONAL ACTIVATED SLUDGE PROCESS.

Master Plan CIP Fiscal Scenarios - Conventional Activated Sludge (CAS) Split Flow																				FINAL
Total Program Costs (Escalated)																				5/16/2016
CIP Phase	Project Title (Descriptive)	Scenario 1 - Total CIP (Includes all potential projects)									Scenario 2				Scenario 3				Comments	
		% of Project Includ.	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phases 1 - 3	Phases 4 - 5	Total (Ph. 1 - 5)	% of Project Includ.	Phases 1 - 3	Phases 4 - 5	Total (Ph. 1 - 5)	% of Project Includ.	Phases 1 - 3	Phases 4 - 5	Total (Ph. 1 - 5)		
	PRIMARY TREATMENT																			
1	Primary Treatment Facility	100%	\$ 133,100,000	\$ -	\$ -	\$ -	\$ -	\$ 133,100,000	\$ -	\$ 133,100,000	100%	\$ 133,100,000	\$ -	\$ 133,100,000	100%	\$ 133,100,000	\$ -	\$ 133,100,000		
1	Rehabilitation Primary Effluent Pipeline from Central Plant to Ponds	100%	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000	\$ -	\$ 2,800,000	100%	\$ 2,800,000	\$ -	\$ 2,800,000	100%	\$ 2,800,000	\$ -	\$ 2,800,000		
1	Rehabilitation Influent Pipelines to WPCP	100%	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000	100%	\$ 1,500,000	\$ -	\$ 1,500,000	100%	\$ 1,500,000	\$ -	\$ 1,500,000		
	SECONDARY TREATMENT																			
1	Existing Plant Rehabilitation - Split Flow	100%	\$ 43,300,000	\$ -	\$ -	\$ -	\$ -	\$ 43,300,000	\$ -	\$ 43,300,000	100%	\$ 43,300,000	\$ -	\$ 43,300,000	100%	\$ 43,300,000	\$ -	\$ 43,300,000		
2	Secondary Treatment Improvements - Split Flow Stage 1	100%	\$ -	\$ 125,200,000	\$ -	\$ -	\$ -	\$ 125,200,000	\$ -	\$ 125,200,000	100%	\$ 125,200,000	\$ -	\$ 125,200,000	100%	\$ 125,200,000	\$ -	\$ 125,200,000		
4	Secondary Treatment Improvements - Split Flow Stage 2	100%	\$ -	\$ -	\$ -	\$ 86,600,000	\$ -	\$ -	\$ 86,600,000	\$ 86,600,000	100%	\$ -	\$ 86,600,000	\$ 86,600,000	70%	\$ -	\$ 60,600,000	\$ 60,600,000	Scenario 3 based on building 1 a. basin and 2 sec. clarifiers (instead of 2 a. basins and 3 sec. clarifiers) due to flows and loads.	
4	Primary Effluent Diurnal Equalization and Emergency Storage	100%	\$ -	\$ -	\$ -	\$ 135,600,000	\$ -	\$ -	\$ 135,600,000	\$ 135,600,000	100%	\$ -	\$ 135,600,000	\$ 135,600,000	94%	\$ -	\$ 126,800,000	\$ 126,800,000	Scenario 3 based on building 1 day of emergency storage instead of 3.	
4	Active Retirement of Ponds	100%	\$ -	\$ -	\$ -	\$ 10,600,000	\$ -	\$ -	\$ 10,600,000	\$ 10,600,000	100%	\$ -	\$ 10,600,000	\$ 10,600,000	0%	\$ -	\$ -	\$ -		
2	AFT Pump Station and Pipeline	100%	\$ -	\$ 7,200,000	\$ -	\$ -	\$ -	\$ 7,200,000	\$ -	\$ 7,200,000	100%	\$ 7,200,000	\$ -	\$ 7,200,000	100%	\$ 7,200,000	\$ -	\$ 7,200,000	Potential reduction in Phase 1 - 3 Program.	
5	Chemical Dosing (P-Removal)	100%	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -	\$ 2,200,000	\$ 2,200,000	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -		
	TERTIARY TREATMENT																			
3	Filter Control Building (Includes Demolition of Existing)	100%	\$ -	\$ -	\$ 5,900,000	\$ -	\$ -	\$ 5,900,000	\$ -	\$ 5,900,000	100%	\$ 5,900,000	\$ -	\$ 5,900,000	100%	\$ 5,900,000	\$ -	\$ 5,900,000		
4	Filter Backwash Storage	100%	\$ -	\$ -	\$ -	\$ 11,800,000	\$ -	\$ -	\$ 11,800,000	\$ 11,800,000	100%	\$ -	\$ 11,800,000	\$ 11,800,000	100%	\$ -	\$ 11,800,000	\$ 11,800,000		
5	Denitrification Filters	100%	\$ -	\$ -	\$ -	\$ -	\$ 63,600,000	\$ -	\$ 63,600,000	\$ 63,600,000	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -		
3	Chloramine Disinfection	100%	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ 3,500,000	\$ -	\$ 3,500,000	100%	\$ 3,500,000	\$ -	\$ 3,500,000	100%	\$ 3,500,000	\$ -	\$ 3,500,000		
5	UV Disinfection	100%	\$ -	\$ -	\$ -	\$ 20,800,000	\$ -	\$ 20,800,000	\$ 20,800,000	\$ 20,800,000	100%	\$ -	\$ 20,800,000	\$ 20,800,000	100%	\$ -	\$ 20,800,000	\$ 20,800,000		
5	Ozone Disinfection	100%	\$ -	\$ -	\$ -	\$ -	\$ 45,800,000	\$ -	\$ 45,800,000	\$ 45,800,000	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -		
5	Membrane Filtration (MF) Improvements	100%	\$ -	\$ -	\$ -	\$ -	\$ 35,200,000	\$ -	\$ 35,200,000	\$ 35,200,000	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -		
	SOLIDS FACILITIES																			
2	Digester Supernatant PS and Drainage Piping Upgrades	100%	\$ -	\$ 1,400,000	\$ -	\$ -	\$ -	\$ 1,400,000	\$ -	\$ 1,400,000	100%	\$ 1,400,000	\$ -	\$ 1,400,000	100%	\$ 1,400,000	\$ -	\$ 1,400,000		
2	Thickening and Dewatering Facility - Stage 1	100%	\$ -	\$ 52,100,000	\$ -	\$ -	\$ -	\$ 52,100,000	\$ -	\$ 52,100,000	100%	\$ 52,100,000	\$ -	\$ 52,100,000	100%	\$ 52,100,000	\$ -	\$ 52,100,000		
4	Thickening and Dewatering Facility - Stage 2	100%	\$ -	\$ -	\$ -	\$ 14,300,000	\$ -	\$ -	\$ 14,300,000	\$ 14,300,000	100%	\$ -	\$ 14,300,000	\$ 14,300,000	100%	\$ -	\$ 14,300,000	\$ 14,300,000		
3	Digester No. 5	100%	\$ -	\$ -	\$ 10,900,000	\$ -	\$ -	\$ 10,900,000	\$ -	\$ 10,900,000	100%	\$ 10,900,000	\$ -	\$ 10,900,000	100%	\$ 10,900,000	\$ -	\$ 10,900,000		
3	FOG/Food Waste Facility	100%	\$ -	\$ -	\$ 2,100,000	\$ -	\$ -	\$ 2,100,000	\$ -	\$ 2,100,000	100%	\$ 2,100,000	\$ -	\$ 2,100,000	100%	\$ 2,100,000	\$ -	\$ 2,100,000	Potential reduction in Phase 1 - 3 Program.	
4	Phosphorus Recovery Facility	100%	\$ -	\$ -	\$ -	\$ 10,900,000	\$ -	\$ -	\$ 10,900,000	\$ 10,900,000	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -		
4	Biosolids Post-Processing	100%	\$ -	\$ -	\$ -	\$ 32,200,000	\$ -	\$ -	\$ 32,200,000	\$ 32,200,000	100%	\$ -	\$ 32,200,000	\$ 32,200,000	0%	\$ -	\$ -	\$ -		
	COMBINED HEAT AND POWER																			
3	Cogeneration Upgrade	100%	\$ -	\$ -	\$ 21,200,000	\$ -	\$ -	\$ 21,200,000	\$ -	\$ 21,200,000	100%	\$ 21,200,000	\$ -	\$ 21,200,000	100%	\$ 21,200,000	\$ -	\$ 21,200,000		
	SUPPORT FACILITIES																			
1	New Access to Bay Trails	100%	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ -	\$ 600,000	100%	\$ 600,000	\$ -	\$ 600,000	100%	\$ 600,000	\$ -	\$ 600,000		
1	Household Hazardous Waste Demolition/ Solid Waste Removal	100%	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	100%	\$ 500,000	\$ -	\$ 500,000	100%	\$ 500,000	\$ -	\$ 500,000		
2	Administration and Lab Building	100%	\$ -	\$ 26,300,000	\$ -	\$ -	\$ -	\$ 26,300,000	\$ -	\$ 26,300,000	100%	\$ 26,300,000	\$ -	\$ 26,300,000	100%	\$ 26,300,000	\$ -	\$ 26,300,000		
2	Maintenance Building	100%	\$ -	\$ 7,400,000	\$ -	\$ -	\$ -	\$ 7,400,000	\$ -	\$ 7,400,000	100%	\$ 7,400,000	\$ -	\$ 7,400,000	100%	\$ 7,400,000	\$ -	\$ 7,400,000		
	SUPPORT UTILITIES																			
2	Recycle Water Improvements (New Recycled Water PS)	100%	\$ -	\$ 4,200,000	\$ -	\$ -	\$ -	\$ 4,200,000	\$ -	\$ 4,200,000	100%	\$ 4,200,000	\$ -	\$ 4,200,000	100%	\$ 4,200,000	\$ -	\$ 4,200,000		
2	Community Improvements	100%	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ 700,000	100%	\$ 700,000	\$ -	\$ 700,000	100%	\$ 700,000	\$ -	\$ 700,000		
2	Landfill Gas Flare and Booster System Upgrades	100%	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ 400,000	100%	\$ 400,000	\$ -	\$ 400,000	100%	\$ 400,000	\$ -	\$ 400,000		
2	Miscellaneous Civil Site/Support Utility Improvements	100%	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ 700,000	100%	\$ 700,000	\$ -	\$ 700,000	100%	\$ 700,000	\$ -	\$ 700,000		
	DEMOLITION																			
4	Demolition Fixed Growth Reactor (FGR) Pump Station	100%	\$ -	\$ -	\$ -	\$ 2,600,000	\$ -	\$ -	\$ 2,600,000	\$ 2,600,000	100%	\$ -	\$ 2,600,000	\$ 2,600,000	100%	\$ -	\$ 2,600,000	\$ 2,600,000		
5	Demolition Fixed Growth Reactors (FGRs)	100%	\$ -	\$ -	\$ -	\$ -	\$ 6,800,000	\$ -	\$ 6,800,000	\$ 6,800,000	100%	\$ -	\$ 6,800,000	\$ 6,800,000	100%	\$ -	\$ 6,800,000	\$ 6,800,000		
	OPERATIONS AND MAINTENANCE																			
	Capital Replacement (1% of All New Construction)	100%	\$ 1,360,000	\$ 1,180,000	\$ 1,960,000	\$ 2,600,000	\$ 3,450,000	\$ 4,500,000	\$ 6,050,000	\$ 10,550,000	100%	\$ 4,500,000	\$ 6,050,000	\$ 10,550,000	100%	\$ 4,500,000	\$ 6,050,000	\$ 10,550,000		
	Total		\$ 183,160,000	\$ 226,780,000	\$ 45,560,000	\$ 307,200,000	\$ 177,850,000	\$ 455,500,000	\$ 485,050,000	\$ 940,550,000		\$ 455,500,000	\$ 327,350,000	\$ 782,850,000		\$ 455,500,000	\$ 249,750,000	\$ 705,250,000		



# City of Sunnyvale

## Agenda Item

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16-0828

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### **SUBJECT**

Amend the Salary Resolution for Various Benefits and Language Clarifications for Consistency Among Various Employee Groups

#### **BACKGROUND**

Unrepresented management employees and Department Directors are not organized and do not negotiate for any changes to their wages, hours, and/or other terms and conditions of employment. Instead, the City Manager makes recommendations to Council regarding such changes on behalf of these employee groups.

In recent years, the City has reached agreements with the Communication Officers Association, Sunnyvale Managers Association and Service Employees International Union, Local 521 on successor Memorandum of Understandings (MOU) with changes to some benefits. As a result of this, some benefits have become inconsistent between the represented and unrepresented employees. In addition, some provisions in the Salary Resolution have become outdated and clean-up to the language is needed.

This report presents the opportunity to clean up and amend some provisions of the Salary Resolution for unrepresented management employees (pay plan categories D and K) and department directors (pay plan category F) to achieve the goal of maintaining consistent benefits between represented and unrepresented employees.

#### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b) (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 order to stay consistent between unrepresented and represented management, staff identified some modifications to the Salary Resolution. The significant proposed amendments to the Salary Resolution are as follows:

#### **Leaves**

Paid Time Off (PTO)

City Manager or City Attorney may authorize a higher PTO accrual rate for newly hired or promoted unrepresented employees. The cash-out of PTO is changed from December to October of each year.

Bereavement Leave

Bereavement leave is extended to include step-parents and must be used within six months. The City reserves the right to require proof of death.

Floating Holiday

Increase annual floating holiday hours from 20 hours to 30 hours per year. The Sunnyvale Employees Association (SEA) and Sunnyvale Managers Association (SMA) are currently eligible for 30 hours of floating holiday per year. The option to transfer unused floating holiday hours to PTO at the end of each year is eliminated and the unused hours will be paid out instead.

**Out of Class Pay for Special Assignment Work**

A new provision is added, offering employees a 5% premium for special/temporary assignment that is clearly beyond the scope of their regular job description.

**Cash In-Lieu of Medical Coverage**

The existing cash in-lieu of medical coverage program allows employees to receive a payment of \$82.33 to \$213.42 per month by choosing to waive medical coverage for all or a portion of the benefit for which they are eligible. This program is modified so that employees will be eligible for payment only by opting out of medical coverage entirely. The payment amount shall be \$82.33 to \$213.42 per month, depending on the number of dependents eligible to enroll.

**Post Retirement Medical Benefits**

As specified in the Salary Resolution Section 5.540, the City provides a benefit that reimburses retired managers for the out-of-pocket costs of their CalPERS medical premiums. On January 30, 2007, Council approved a change to Section 5.540 of the Salary Resolution to include a vesting schedule for those employees appointed to management positions after July 2007. After 5 years of management service, retired managers are eligible for 50% reimbursement of the out-of-pocket costs of their CalPERS medical premiums, and this percentage increases by 5% for every additional year of management service. There is also an alternative that allows for a combined management and non-management years of service requirement that would achieve 100% of reimbursement.

The combined management and non-management vesting requirement language was later revised during a clean-up of the Salary Resolution language. The revised Salary Resolution was posted and effective as of March 22, 2010.

Combined Years of Service Language

As of January 30, 2007:

*"5 years management service and minimum 15 years City service"*

As of March 22, 2010:

*"5 years management service with City of Sunnyvale and 15 years or more of non-management City service"*

The intent of the program was to make a 100% reimbursement available to retired managers who had at least 15 years of service with the City, with at least 5 years in a management position. However, the current language could be interpreted to require retired managers to have a minimum of 20 years of service with the City, at least 5 years in a management position and at least 15 years in a non-management position.

This issue was brought to the attention of Human Resources staff when some current employees considering retirement questioned the benefit. Staff conducted an extensive review and no information was found to identify the approval process or justification for the 2010 change in the language, and no evidence of any meet and confer with impacted bargaining units. Thus, it is believed that the 2010 modification was inadvertent and not intended to substantively change the benefit. Therefore, because the 2010 modification could arguably be interpreted to change the terms of this benefit, and would require meet and confer, staff recommends reverting to the prior language, with minor clarifications to make clear that the provisions apply to service with the City to honor the original intent of the language adopted by Council on January 30, 2007. This recommendation has been communicated with the Council through email on April 11, 2016. At this time, there are no currently retired managers who would be impacted by reverting to the prior adopted language.

### **Minor Updates for Clarification and Clean-Up**

The proposed amendments to the Salary Resolution contain some language clarifications to reflect current Citywide practices.

The City has been working to update the language used for Paid Medical Leave (PML) within the Salary Resolution to replace the word "disability" with "illness or injury." The City applies the two phrases in the same way for purposes of administering the PML program. "Illness or injury" simply modernizes old language. "Disability" was used before state and federal laws were passed that defined disabilities and required employers to provide protected unpaid leave for those disabilities. The City has always applied PML for any medically certified illness or injury, regardless of whether it rises to the level of a "disability" as defined in the state and federal laws.

### **FISCAL IMPACT**

The majority of the changes will have no substantive fiscal impact with the exception of the granting of an additional ten hours of floating holiday to each employee. If employees cash out floating holiday leave, instead of using it, the anticipated impact (based on history) will be approximately \$11,000 per year, which can be absorbed in the FY 2016/17 budget and will be included in budgets going forward.

### **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. Adopt the Resolution to amend the Salary Resolution for Various Benefits and Language Clarifications for Consistency Among Various Employee Groups
2. Do not adopt the amended Salary Resolution for Various Benefits and Language Clarifications for Consistency Among Various Employee Groups

**STAFF RECOMMENDATION**

Alternative 1: Adopt the Resolution to amend the Salary Resolution for Various Benefits and Language Clarifications for Consistency Among Various Employee Groups

Prepared by: Vienne Choi, Human Resources Manager

Reviewed by: Teri Silva, Director of Human Resources

Approved by: Deanna J. Santana, City Manager

**ATTACHMENT**

1. Resolution to Amend Salary Resolution

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S SALARY RESOLUTION, AMENDING VARIOUS BENEFITS AND LANGUAGE CLARIFICATIONS FOR CONSISTENCY AMONG VARIOUS EMPLOYEE GROUPS**

WHEREAS, in recent years, the City has reached agreements with many of the represented employee groups, and the Memorandum of Understandings ("MOU") for those groups have reflected changes to some benefits; and

WHEREAS, some of the benefits have become inconsistent between the represented and unrepresented employees, and some provisions have become outdated and clean up to the language is needed; and

WHEREAS, the City desires to amend the City's salary resolution for unrepresented management employees (pay plan categories D and K) and department directors (pay plan category F) to achieve the goal of maintaining consistent benefits between represented and unrepresented employees, and make minor updates and clean-ups.

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

1. Resolution No. 190-05 is hereby amended by amending the following sections:
  - a. Section 3.100, "Paid Time Off Leave (PTO) and Paid Medical Leave (PML) Management",
  - b. Section 3.200, "Bereavement Leave",
  - c. Section 3.310, "Floating Holiday Leave",
  - d. Section 3.630, "Long Term Disability",
  - e. Section 3.950, "Employee Emergency Leave Relief Fund",
  - f. Section 5.010, "Interim/Acting Pay or Out-of-Class Pay for Special Assignment Work. Management",
  - g. Section 5.501, "Cash In-Lieu. Medical Coverage",
  - h. Section 5.505, "City Contribution. Medical Insurance",
  - i. Section 5.520, "Maximum City Contribution. Health Insurance",
  - j. Section 5.540, "Post Retirement Medical Benefits",
  - k. Section 5.550, "Life Insurance",
  - l. Section 5.562, "Commuter Transportation Benefits",
  - m. Section 7.130, "Merit Increase Management",as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.



3. The Salary Resolution amendments and pay rates noted above shall be effective August 24, 2016.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

# **EXHIBIT A**

## **CITY OF SUNNYVALE SALARY RESOLUTION**

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1.000.	PAY PLAN SCHEDULES.
1.050.	RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES.
1.100.	MANDATED DEDUCTIONS.
2.000-2.900	ASSIGNMENT OF PAY RANGES AND RATES TO PAY PLAN.
3.000.	LEAVE BENEFITS.
3.010.	LEAVE AUTHORIZATION.
3.020.	LEAVE BENEFITS. TO WHOM APPLICABLE.
3.030.	LEAVE PAYMENT.
3.040.	LEAVE SUBSTITUTION.
3.100.	PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML). MANAGEMENT.
3.110.	PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML). CONFIDENTIAL EMPLOYEES.
3.200.	BEREAVEMENT LEAVE.
3.300.	HOLIDAY LEAVE.
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3.500.	MILITARY LEAVE.
3.550.	MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL SALARY.
3.600.	PAID MEDICAL LEAVE. NONMANAGEMENT ENTITLEMENT.
3.610.	PAID MEDICAL LEAVE. NONMANAGEMENT PROVISIONS.
3.620.	PAID MEDICAL LEAVE. AUTHORIZATION.
3.625.	STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE INSURANCE (PFLI).
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3.640.	PAID MEDICAL LEAVE REQUIREMENT WAIVER.
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5.200. WORK EQUIPMENT.

5.210. SAFETY GLASSES.

5.220. SAFETY FOOTWEAR.

5.300. TRAINING ASSISTANCE.

5.500. HEALTH INSURANCES. ELIGIBILITY AND EFFECTIVE DATES.

5.501. CASH-IN-LIEU. MEDICAL COVERAGE.

5.502. CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.

5.505. CITY CONTRIBUTION. MEDICAL INSURANCES.

5.506. CITY CONTRIBUTION. DENTAL INSURANCE.

5.507. CITY CONTRIBUTION. VISION INSURANCE.

5.515. CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.

5.520. MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.

5.525. EMPLOYEE CONTRIBUTION. HEALTH INSURANCE.

5.530. PREMIUM CONVERSION.

5.540. POST RETIREMENT MEDICAL BENEFITS.

5.550. LIFE INSURANCE.

5.560. DEPENDENT CARE REIMBURSEMENT ACCOUNT.

- 5.561. HEALTH CARE REIMBURSEMENT ACCOUNT.
- 5.562. COMMUTER TRANSPORTATION BENEFITS.
- 5.600. WORKERS' COMPENSATION BENEFITS.
- 5.700. RETIREMENT SYSTEMS.
- 5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS).
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- 5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS).
- 5.720. TIER 1 – 3%-AT-50 SAFETY PLAN.
- 5.721. TIER 2 – 3%-AT-55 SAFETY PLAN.
- 5.722. TIER 3 – 2.7%-AT-57 SAFETY PLAN.
- 5.730. TIER 1 – 2.7%-AT-55 MISCELLANEOUS PLAN.
- 5.731. TIER 2 – 2%-AT-60 MISCELLANEOUS PLAN.
- 5.732. TIER 3 – 2%-AT-62 MISCELLANEOUS PLAN.
- 5.740. CalPERS CONTRIBUTION.
- 5.750. SOCIAL SECURITY. FICA PORTION.
- 5.800. PUBLIC SAFETY NONMANAGEMENT. DIFFERENTIAL.
- 6.000. SPECIAL PROVISIONS.
- 6.100. WORK SCHEDULES.
- 6.150. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES.
- 6.200. ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES.
- 6.300. DEFERRED COMPENSATION.
- 6.400. YOUTH PARTICIPATION INCENTIVES.
- 6.500. AUTOMOBILE ALLOWANCE.
- 6.600. RELOCATION ASSISTANCE.
- 6.700. EXECUTIVE MORTGAGE ASSISTANCE PROGRAM.
- 7.000. ADMINISTRATION. CLASSIFIED SERVICE AND UNCLASSIFIED MANAGEMENT.
- 7.100. HOURLY RATES.
- 7.105. SALARY RATES.
- 7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT.
- 7.115. DIFFERENTIAL PAY. MANAGEMENT.
- 7.120. MERIT INCREASE. NONMANAGEMENT.

7.130. MERIT INCREASE. MANAGEMENT.  
7.140. PROMOTION. NONMANAGEMENT.  
7.150. PROMOTION. MANAGEMENT.  
7.160. PROVISIONAL APPOINTMENT.  
7.170. GRANT-FUNDED EMPLOYMENT.  
7.180. TERM LIMITED EMPLOYMENT  
8.000. UNCLASSIFIED SERVICE. RECREATION, CASUAL, SEASONAL, AND  
SPECIAL PROJECT. ADMINISTRATION.  
8.100. REDUCED TIME JOB STATUS PROGRAM. CATEGORY G.  
9.000. PAY BASIS.  
10.000. EFFECTIVE DATE.

## CITY OF SUNNYVALE

### SALARY RESOLUTION

1.000. PAY PLAN SCHEDULES. The schedule of pay for each classification in the Classified Service and in the Unclassified Service enumerated by pay category in Sections 2.000, 2.100, 2.200, 2.450, 2.500, 2.600, 2.700, and 2.900 consists of hourly pay rates for each available step in each classification. The schedule of pay for Unclassified and Classified Management classifications enumerated by pay category in Sections 2.300, 2.400, and 2.800 consists of the annual control point for each classification. Pay Plan Schedules A through L apply to employee categories as follows:

The section in which each classification is assigned to a pay range is indicated in parentheses ( ) following the definition of the category.

Pay Plan Category A applies to employees represented by the Communications Officers Association (COA) (Section 2.000).

Pay Plan Category B applies to employees represented by the Sunnyvale Employees Association (SEA) (Section 2.100).

Pay Plan Category C applies to employees represented by the Public Safety Officers Association (PSOA) (Section 2.200).

Pay Plan Category D applies to unrepresented **Classified Management** employees. This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy (Section 2.300).

Pay Plan Category E applies to employees represented by the Sunnyvale Managers Association (SMA). This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy (Section 2.300).

Pay Plan Category F applies to employees in Unclassified **Department Director** positions who report directly to the City Manager. These classes are the highest level management positions at the department level. Employees in these positions are responsible for overall direction of their respective department operations within the context of City policy (Section 2.400).

Pay Plan Category G applies to unrepresented **Classified Confidential** employees (Section 2.450). [Note: For purposes of wage increases/decreases, benefits and leaves, Category G employees receive the same treatment as Category B employees, except as provided in Section 3.110 and Section 3.310.].

Pay Plan Category J applies to the **Unclassified** classifications listed under the **Job Training Partnership Act (JTPA)** (Section 2.700).

Pay Plan Category K applies to employees in unrepresented **Unclassified Management** classifications appointed directly by the City Attorney (Section 2.800).

Pay Plan Category L applies to **Classified Regular Part-time** employees represented by the Service Employee International Union (SEIU) (Section 2.900).

The Pay Ranges and Rates for each Subclass of a classification for which subclasses have been established shall be as set forth for the applicable classification.

The effective dates for each Pay Plan are indicated on the respective Pay Plan Schedules as set forth in Exhibit "A" (posted Salary Tables).

1.050. RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES. Retroactive salary adjustments which occur as a result of a collective bargaining settlement will be provided to those employees who are actively employed by the City at the time of the Memorandum of Understanding adoption by the City Council, and to those employees who have retired between the effective date for retroactivity and date of adoption by the City Council. Any employees who have separated or have been terminated prior to this adoption will not be eligible for any retroactive adjustments. Retroactivity will be provided for salary adjustment only. To be eligible for any other salary adjustment as a result of MOU provisions, the employee must be employed as of the established effective date of such action.

1.100. MANDATED DEDUCTIONS. Any state or federally mandated deductions are made in accordance with applicable law.

All employees hired after April 1986 shall be covered by Medicare. The employee and the City will each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

Unemployment insurance is provided to employees at no cost to the employee.

2.000 THROUGH 2.900. ASSIGNMENT OF PAY RANGES AND RATES TO PAY PLAN. All Pay Ranges and Rates are contained in Exhibit "A" (posted Salary Tables) and incorporated by this reference.

3.000. LEAVE BENEFITS. The enumerated leave benefits are part of the Pay Plan or applicable Memoranda of Understanding.

3.010. LEAVE AUTHORIZATION. All leaves, with the exception of those of Category K members, must be approved in advance by the City Manager or designated Management representative under established procedure. Leaves of Category K members must be approved in

advance by the City Attorney.

3.020. LEAVE BENEFITS. TO WHOM APPLICABLE. Except as otherwise provided for herein, leave benefits are applicable to employees in Pay Plan Categories A, B, C, D, E, F, G, K and L.

3.030. LEAVE PAYMENT. All leave time shall be paid at the hourly straight time rate. Only one type of paid leave shall be paid at any given time and when paid shall be to the exclusion of any other paid time.

3.040. LEAVE SUBSTITUTION. No leave may be substituted for the authorized leave once the employee is on leave except as provided in the Administrative Policy; nor may any leave be authorized in addition to another leave for the same period.

3.100. PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML).  
MANAGEMENT.

(a) Employees in Categories D, F and K are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, illness or injury~~disability/illness~~, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, management administrative leave, workers' compensation, floating holiday, and holiday.

Except for illness, injury or emergency, all PTO shall be pre-planned and pre-approved. The minimum advance notice is 1 week. The City may at any time require written verification from a physician for a non-pre-planned absence for illness or injury, family emergency or visits to a doctor, dentist or licensed mental health practitioner.

(b) PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. PTO shall not accrue during any unpaid leave, except ~~in~~ as provided in Section 3.100.(k) ~~that employees use PTO or any other leave balance available to him/her to supplement workers' compensation benefits as provided by state law.~~ Time off is paid provided there is adequate PTO accrued to cover the absence. Time off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.



- (c) The accrual rates are listed below:

**TABLE A**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hrs/pp</b>	<b>Accrual Rate Hrs/yr</b>	<b><del>Days/yr</del></b>
1-26.99	0 to 1	6.5	169	<del>21</del>
27-130.99	1+ to 5	7.5	195	<del>24</del>
131-260.99	5+ to 10	9.0	234	<del>29</del>
261-442.99	10+ to 17	10.5	273	<del>34</del>
443-650.99	17 <del>+</del> to 25	11.5	299	<del>37</del>
651+	25+	12.0	312	<del>39</del>

- (d) Eligible employees will accrue at the rates shown in Table A for the first 870 hours (~~21.75 weeks, 108.75 work days~~). After 870 hours are accrued, the employee will start accruing at the reduced rate levels of Table B.

**TABLE B**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hrs/pp</b>	<b>Accrual Rate Hrs/Yr</b>	<b><del>Work Days/Yr</del></b>
1-130.99	0 to 5	5.0	130	<del>16</del>
131-650.99	5+ to 25	6.5	169	<del>21</del>
651+	25+	8.0	208	<del>27</del>

Accruals at this level will stop at 1040 hours (maximum cap) until total accrual is reduced below 1040.

- (e) If at any time the total accrual falls below 870 hours, the accrual rate will revert to the rates in Table A.

- (f) No minimum usage per year is required. Accruals carry over from one payroll calendar year to the next.

- (g) For a newly-hired or promoted Category F employee, the City Manager may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of hours. Such provision will be documented in the offer letter to the employee. For a newly-hired or promoted Category D employee, the City Manager may authorize an initial accrual rate higher than that provided in the above.

- (h) For a newly-hired or promoted Category K employee, the City Attorney may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of

hours. Such provision will be documented in the offer letter to the employee.

(i) PTO and Separation/Retirement. PTO accrues and is prorated on an hourly basis for each paid hour during the last pay period of service. PTO shall be paid off to the employee on the employee's last day of work (pay included in final paycheck). The City Manager may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation.

(j) PTO and Paid Medical Leave. After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified (same occurrence) illness or injury~~disability~~, beginning with work hour 121 through 90 calendar days of illness or injury~~disability~~. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No ~~disability-Paid Medical leave-Leave~~ will be provided until this requirement is satisfied.

To access the Paid Medical Leave ~~(full pay from 16-90 calendar days)~~, an employee must provide acceptable written medical documentation showing that the illness or injury ~~disability~~ is a single illness or injury~~disability~~, whether continuous time off has been taken or not for that illness or injury~~disability~~. The first 120 hours of a single illness or injury ~~disability~~ are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the ~~Disability Leave-Benefit~~Paid Medical Leave.

After 90 calendar days of (same occurrence) illness or injury~~disability~~, the ~~disabled~~ employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for ~~121-120~~ hours on a same illness or injury ~~disability~~ and becoming eligible for ~~disability-Paid Medical leave-Leave~~ pay, the ~~disabled~~ employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for ~~disability-Paid Medical Leave~~ pay for the part of the day that the employee is unable to work.

(k) PTO and Workers' Compensation. During the first 26 pay periods of service, ~~Employees-the employee~~ will be eligible for Workers' Compensation benefits as provided by state law. The employee, at this time, will have the option to use PTO or any other leave balance available to him/her, ~~have it paid off,~~ or keep it in his/her leave bank for future use upon his/her return.

After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified work-related (same occurrence) illness or injury~~disability~~, beginning with workday 1 through 60 calendar days of illness or injury~~disability~~. After ~~60-90~~ calendar days of (same

occurrence) work-related ~~illness or injury~~disability, the ~~disabled~~ employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. Employee will accrue full seniority for the first 90 days of Workers' Compensation leave regardless of whether they use PTO or any other leave balance to supplement Workers' Compensation benefits.

(l) If an employee has no available leave hours, pay may be deducted for any hours short of 40 worked in a week. This policy is established pursuant to principles of public accountability.

(m) Employees in Categories D, F and K will have the option to cash-out up to 80 hours of PTO ~~once at the end of each payroll~~effective the last pay day in October of each calendar year. This cash-out will be allowed as long as the employee maintains a balance of 80 hours in his/her bank. If the employee elects this option, the minimum number of hours that may be cashed-out is 8.

### 3.110. PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML). CONFIDENTIAL EMPLOYEES.

(a) Employees in Category G are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, illness or injury, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, floating holiday, holiday, and workers' compensation leave. Except for illness or emergency, all PTO shall be pre-planned and pre-approved. The minimum advance notice is 1 week. The City may at any time require written verification from a physician for a non-preplanned absence for illness, family emergency or visits to a doctor, dentist or licensed mental health practitioner.

(b) PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. PTO shall not accrue during any unpaid leave. Time off is paid provided there is adequate PTO accrual to cover the absence. Time off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

(c) The accrual rates are listed below:

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hrs/pp</b>	<b>Accrual Rate Hrs/Yr</b>	<b>Days/Yr*</b>
1-26	0 to 1	5.5	143	17.875
27-130	1+ to 5	6.5	169	21.125

131-260	5+ to 10	8.0	208	26.000
261-650	10+ to 25	9.5	247	30.875
651+	25+	11.0	286	35.750

\*Based on an eight hour/day schedule.

(d) Accruals will stop at 700 hours (maximum cap) until total accrual is reduced below 700.

(e) No minimum usage per year is required. Accruals carry over from one payroll calendar year to the next.

(f) PTO and Separation/Retirement. PTO accrues and is prorated on an hourly basis for each paid hour during the last pay period of service. PTO shall be paid off to the employee on the employee's last day of work (pay included in final paycheck). The City Manager may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation.

(g) PTO and PML. After 26 consecutive pay periods of service, the City shall provide full pay for medically certified same illness or injury, beginning with work hour 121 through 90 calendar days of same illness or injury. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No Paid Medical Leave will be provided until this requirement is satisfied.

To access the Paid Medical Leave Benefit, an employee must provide acceptable written medical documentation showing that the illness or injury is a single illness or injury, whether continuous time off has been taken or not for that illness or injury. The first 120 hours of a single illness or injury are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the Paid Medical Leave Benefit.

After 90 calendar days of Paid Medical Leave, the employee shall be eligible to apply for Long-Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 120 hours on a same illness or injury and becoming eligible for Paid Medical Leave, the employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for Paid Medical Leave for the part of the day that the employee is unable to work.

(h) PTO and Workers' Compensation. During the first 26 pay periods of service, the employee will be eligible for Workers' Compensation benefits as provided by state law. The employee, at this time, will have the option to use PTO or any other leave balance available to him/her, have it paid off, or keep it in his/her leave bank for future use upon his/her return.

After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified work-related same illness or injury, beginning with workday 1 through 90 calendar days of illness or injury. After 90 calendar days of a work-related same illness or injury, the employee shall be eligible to apply for Long-Term Disability coverage as outlined in Section 3.630.

(i) Employees in Category G will have the option to cash-out up to 80 hours of PTO once at the end of each payroll calendar year. This cash-out will be allowed as long as the employee maintains a balance of 80 hours in his/her bank. If the employee elects this option, the minimum number of hours that may be cashed-out is 8.

3.200. BEREAVEMENT LEAVE. Employees in Categories D, F and K are entitled to bereavement leave where death has occurred to an employee's spouse or registered domestic partner, father, step-father, mother, step-mother, son, daughter, brother, sister, grandparents or grandchildren, or to the father, step-father, mother, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner. The City reserves the right to require proof of death from the employee. Employees in Categories D, F and K shall be entitled to bereavement leave in an amount not to exceed 40 work hours per eligible incident immediately upon employment. Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director. The City reserves the right to require proof of death from the employee including, but not limited to: death certificates, obituaries, and funeral cards.

3.300. HOLIDAY LEAVE. Employees in Categories B, C (except those scheduled to work holidays), D, E, F and K who were on pay status both before and after each holiday shall be entitled to take leave on each of the following holidays and be paid at the straight time rate, except as provided in Section 3.320.

#### **CITY OBSERVED HOLIDAYS**

Independence Day	Christmas Eve	Martin Luther King, Jr. Birthday
Labor Day	Christmas Day	President's Holiday
Thanksgiving Day	New Year's Eve	Memorial Day
Day After Thanksgiving	New Year's Day	

When a City holiday falls on a Saturday the holiday will be observed on the Friday; when a holiday falls on a Sunday, the holiday will be observed on Monday; or as designated by the City Council.

3.310. FLOATING HOLIDAY LEAVE. Employees in ~~Categories Category D, F, G and K~~ shall be credited with 20 hours of floating holiday leave at the beginning of each payroll calendar year. Employees in Categories D, F and K shall be credited with 20 hours of floating holiday leave at the beginning of each payroll calendar year. Effective August 28, 2016, additional pro-rated floating holiday leave will be provided based upon additional ten (10) hours per payroll calendar year. Effective 2017 payroll calendar year, employees in Categories D, F and K shall be credited with 30 hours of floating holiday leave at the beginning of each payroll calendar year.

New employees shall be credited with a pro-rata share based upon the proportion of the payroll calendar year remaining after their date of hire. Use of floating holiday leave shall be subject to the approval of the employee's supervisor.

Employees terminating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation. Employees who have used less than their pro-rated allotment for the portion of the payroll calendar year worked shall have the balance paid to them on their final paycheck. Employees who have used more than their pro-rated allotment for the portion of the payroll calendar year worked, shall have the overage deducted from their final paycheck.

Further, employees in ~~Categories Category D, F, G and K~~ who have unused floating holiday hours at the end of the payroll calendar year have the option of having all of the unused hours either paid in cash or added to their PTO balance if such addition does not exceed the maximum accrual allowed for PTO. Employees in Categories D, F and K who have unused floating holiday hours at the end of the payroll calendar year will be paid out in cash for all the unused hours.

3.320. SPECIAL SCHEDULE. HOLIDAY LEAVE. Holiday leave for employees on a Special Schedule is paid in accordance with policies set forth in the Special Schedule Agreement, applicable MOU, or in the Administrative Policy Manual as the same exists or is amended hereafter.

3.400. JURY LEAVE. An employee is entitled to jury leave subject to conditions and limitations contained in the applicable MOU, or in the Administrative Policy Manual, as the same exists or is amended hereafter.

3.500. MILITARY LEAVE. Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws and the Administrative Policy Manual as the same exists or is amended hereafter. This leave is granted on a fiscal year basis.

3.550. MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL SALARY.

(a) A person is eligible for the benefits established in this section if he or she meets all of the following qualifications:

- (1) Is an active probationary or regular part-time or full-time employee of the City in Pay Plan Categories A, B, C, D, E, F, G, K or L;
- (2) Is a member of the Armed Forces, Naval Militia or National Guard;
- (3) Is called to active duty per Executive Order 13223 issued on September 14, 2001;
- (4) Returns to City employment within 60 days after the end of active duty status; and
- (5) Remains as an employee of the City for at least six months following his or her return to City employment.

Eligible employees will be required to sign an agreement with the City which details their rights and obligations with respect to these benefits and supplemental salary prior to their initial receipt of benefits beyond the mandatory 30 days of benefits otherwise provided by law. Employees who elect not to return to City service shall be required to repay the City for the cost of the supplementary salary and benefits plus interest at the 26-week T-bill rate at the time that the final supplementary compensation was provided and for the period that exceeded the mandatory 30 days of benefits otherwise provided by law.

(b) The City will continue to pay a bi-weekly check to eligible employees equal to base salary, plus any other compensation the employee would have received had he/she been actually working. The employee then will reimburse the City the amounts paid for military service plus allowances, including Basic Allowance for Housing.

(c) Eligible employees will be required to send copies of their military pay stubs to the Department of Human Resources for purposes of reconciliation. The payments will be reconciled by the Payroll unit of the Accounting Division of the Department of Finance. If the Payroll unit has not received the copies within three weeks after the end of the month, future checks will be withheld until the information is provided.

(d) All employees who receive the benefits and supplemental salary under this section will be eligible to remain covered under their current retirement, medical, dental, employee assistance, and vision plans while Executive Order 13223 remains active or until such time as Council takes action to amend or discontinue such benefits and supplemental salary. The City will

provide eligible employees, along with the supplemental salary, the amount that the City currently contributes toward the benefits plans. If the employee is currently paying a deduction toward these plans, the employee will continue to make those payments.

3.600. PAID MEDICAL LEAVE. NONMANAGEMENT ENTITLEMENT. Employees in Categories B and C qualify for Paid Medical Leave (PML) after completion of twenty-six (26) consecutive pay periods from the date of original appointment; provided, however, that employees may be authorized up to 40 hours of interim PML from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26<sup>th</sup> pay period the interim PML shall terminate, including any unused amount. The total allowable paid interim PML leave for employees in Categories B and C for work-related and non-work related illness or injury combined is 40 hours.

3.610. PAID MEDICAL LEAVE. NONMANAGEMENT PROVISIONS. For employees in Categories B and C upon completion of the 26<sup>th</sup> consecutive pay periods of service; the City shall provide regular salary for Paid Medical Leave (PML), less any coverage provided by any other insurance program for the first 90 calendar days of illness or injury.

3.620. PAID MEDICAL LEAVE. AUTHORIZATION. Paid Medical leave may be authorized by Management staff in accordance with procedures set forth in the applicable MOU or Administrative Policy Manual as the same now exists or is hereafter amended.

3.625. STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE INSURANCE (PFLI). Category L employees are eligible for SDI benefits in accordance with the applicable MOU. Benefits are provided due to non-work related disability. The cost is paid by employee. SDI includes Paid Family Leave Insurance. These programs are administered by the State of California.

3.630. LONG TERM DISABILITY. For employees in Categories A, B, D, E and K, the City shall provide, after completion of 26 consecutive pay periods of service, income protection insurance which will take effect after 90 calendar days from the original date of disability and which, subject to standard policy provisions, exclusions and limitations, will pay ~~2/3~~ 67% of the employee's annual base salary while the employee is disabled and unable to work. For employees in Category F, income protection insurance is provided as of the first of the month after date of hire. Eligibility and procedural limitations are set forth in the Administrative Policy Manual and the current Long Term Disability contract as the same now exists or is hereafter amended. For employees in Category C, the Public Safety Officers Association shall contract with a long-term disability insurance provider and make long-term disability insurance available to represented



employees in accordance with provisions of the MOU.

3.640. PAID MEDICAL LEAVE REQUIREMENT WAIVER. For employees in Categories D, E, F and K, the requirement of 26 pay periods of service for eligibility for City-provided Paid Medical Leave, i.e., full pay for a medically certified (same occurrence) illness/injury beginning with work hour 121 through 90 calendar days for Categories D, F and K; work hour 101 through 90 calendar days for Category E; and work hour 121 through 90 calendar days for Category E effective July 1, 2017, may be waived by the City Manager in the case of catastrophic and/or life-threatening illness/injury.

3.700. MEDICAL APPOINTMENT LEAVE. For employees in Category C, medical appointment leave for employee appointments with medical doctors and dentists may be authorized after the employee has completed 26 consecutive pay periods of service. This leave will not exceed 2 hours during a standard daily work schedule.

3.800. VACATION LEAVE. Casual / Temporary employees hired prior to August 30, 1992 with 2,500 hours of City employment which is continuous or separated by no more than 26 pay periods of service are entitled to .1 hour of vacation leave for each hour of work. Casual/Temporary employees hired after August 30, 1992 are not entitled to vacation leave accrual.

3.810. VACATION LEAVE. ACCUMULATION. USE. For Casual / Temporary employees hired prior to August 30, 1992, vacation leave may be accumulated up to 50 hours. Accumulated leave time unused at the end of the payroll calendar year will be paid at the employee's current pay rate on one of the last paychecks of the payroll calendar year. Casual/Temporary employees who have accumulated 50 hours of vacation leave at any time shall not accrue additional vacation leave or be compensated for any unused vacation leave in excess of 50 hours.

Accrued vacation leave for all categories of employees shall be paid off to the employee on the employee's last day of work and will be included in the employee's final paycheck. The City Manager may, however, approve the utilization of available accrued vacation to extend the date of retirement, and in special circumstances, the date of separation.

3.900. MANAGEMENT. ADMINISTRATIVE LEAVE FOR MANAGEMENT. Employees in Categories D and K shall be credited with 50 hours of Administrative Leave at the beginning of the first pay period of the payroll calendar year. Employees in Category F shall be credited with 70 hours. All employee categories must complete 6 months of employment to meet eligibility. Use of Administrative Leave for Category F is subject to the City Manager's approval,

Categories D to Department Director's approval and to the additional provisions in the Administrative Policy. Provisionally appointed managers not previously holding a regular management position are ineligible for Administrative Leave.

3.950. EMPLOYEE EMERGENCY LEAVE RELIEF FUND. The Employee Emergency Leave Relief Fund is a program that allows any City employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave. To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency. The employee, or a member of the family or a friend, must request in writing to the City Manager that this Employee Relief Fund be enacted. The City Manager will have administrative authority to accept or reject the ~~employee's~~ request. The City Manager will also have the administrative authority in defining all procedures to be followed in setting up and utilizing this fund.

4.000. OVERTIME PAY. WHO IS ENTITLED. All employees of the City shall be entitled to overtime pay, except those in Management positions in Categories D, E, F and K which are hereby designated as exempt from the provisions of the Fair Labor Standards Act.

4.010. OVERTIME AUTHORIZATION. All overtime must be approved in advance by the City Manager or designated Management representative under established procedure.

4.020. OVERTIME COMPUTATION. Overtime, when applicable, shall be paid at the rate of 1½ times the straight-time rate, except as otherwise provided for in an applicable MOU or herein.

4.030. OVERTIME PAY. WHEN APPLICABLE. An employee in Category C on tour of fire duty who has worked more than 24 hours of fire tour duty shall be entitled to overtime pay.

Employees in Categories C (other than those assigned to a tour of fire duty), only for hours worked in excess of 80 hours in a biweekly pay period. Casual/Temporary employees and regular part-time employees in Category L shall be entitled to overtime pay in accordance with the Fair Labor Standards Act (FLSA). Casual / Temporary employees who meet the FLSA exempt requirements are designated as such.

Employees assigned to a special schedule shall be entitled to overtime only for hours worked in excess of 40 hours in a work week as defined in the applicable MOU and Administrative Policy Manual, or as provided in the written special schedule agreement. See also

Section 6.150 regarding flex time for designated Category B employees.

4.100. COMPENSATORY TIME. Employees in Category G shall have the same accumulation and use options as employees in Category B.

4.200. CALL-BACK PAY. OVERTIME. WHEN APPLICABLE. For full-time employees and for Category C employees the call-back provisions apply when an employee has gone off duty and left the job site. Overtime pay for call-back duty shall not continue into the next work schedule nor shall it be counted toward fulfillment of a work period.

4.300. CONFIDENTIAL PREMIUM PAY. The City shall provide a 3.5% premium on all paid hours for employees in Category D, G, and K.

5.000. WAGE SUPPLEMENTS. Wage supplements shall consist of payments to the employee outside the standard pay schedule for paid work time, and which are paid by the City either in part or in total as provided for herein or in applicable Memoranda of Understanding.

5.010. INTERIM/ACTING PAY OR OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK. MANAGEMENT.

(a) Interim/Acting Pay. Employees who are appointed by the City Manager in an acting/interim status to a vacant position in Pay Plan Categories D and F may receive placement within the control point of the vacant position; or a percentage over his/her current pay as designated by the City Manager.

(b) Out-of-Class Pay for Special Assignment Work. For employees in Pay Plan Categories D and F, the City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the

assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, Paid Medical Leave or any other leave during the special assignment; nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

5.020. Y-RATING PAY. Y-rating may be authorized by the City Manager or his/her designee when an employee is allocated to a classification with a lower salary range. If the current salary of the employee is more than the maximum of the revised allocated classification, the employee may be Y-rated and he/she will continue to receive the former rate of pay until the maximum salary of the new classification is raised to an amount higher than the rate of pay received in the former classification.

5.100. UNIFORMS. The City shall provide uniforms for Category B employees assigned to meter reading, public facility maintenance, public safety records, and others as designated by the City Manager.

5.200. WORK EQUIPMENT. The City shall provide mattresses, sheets, pillows, pillow cases and blankets at the fire stations and safety gear in all departments as required by law.

5.210. SAFETY GLASSES. The City shall provide employees in Categories A, B, C, D, E and L prescription safety glasses, provided (a) that safety glasses are required on the job; (b) the employee provides the prescription at no cost to the City; and (c) the glasses are provided by an optical firm approved by the City.

5.220. SAFETY FOOTWEAR. Employees in Category L in classifications required by the City to wear safety footwear shall be eligible to receive an annual allowance in accordance with the provisions of the applicable MOU. Employees hired after the start of the fiscal year shall be eligible for a pro-rated allowance.

The Human Resources Risk Manager may authorize additional classifications to receive the safety footwear allowance if it is determined that safety footwear is required for the work being performed.

5.300. TRAINING ASSISTANCE. The City shall reimburse employees in Categories A,

B, C, D, E, F, K, L, those in the Public Safety Cadet program, and employees in the classification of Crime Prevention Assistant for all or part of the cost of tuition and books for courses approved in advance by the City, provided the course is completed successfully and documentation of costs and certificates of completion are presented according to Administrative Policy or applicable MOU. The amount of reimbursement based on relatedness to the employee's present position may be taxable in accordance with state and federal law.

5.500. HEALTH INSURANCE. ELIGIBILITY AND EFFECTIVE DATES.

(a) Medical. Participation in the medical insurance plan is available to employees in all full-time and regular part-time Categories and to members of the City Council at the time of appointment in accordance with the provisions of the plan selected, with the effective date the first day of the month following enrollment.

(b) Dental. Employees in Categories D, E, F, K and members of the City Council are eligible for dental coverage at the time of appointment, with an effective date of the first day of the month following enrollment. Employees in Categories B and L shall become eligible for dental coverage, in accordance with the provisions of the plan selected, upon completion of 13 pay periods of service with the effective date on the first of the month following enrollment. For employees in Category C, the Public Safety Officers Association shall contract with a dental provider and make dental insurance available to represented employees in accordance with the provisions of the respective MOU. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced “voluntary buy-up” dental plan. The cost of the voluntary buy-up plan is solely funded by employee / City Council member contributions.

(c) Vision. Employees in all full-time and regular part-time Categories and members of the City Council are eligible for vision coverage at the time of appointment, with an effective date of the first day of the month following enrollment. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced “voluntary buy-up” vision plan. The cost of the voluntary buy-up plan is solely funded by employee/City Council member contributions.

(d) Employee Assistance Plan (EAP). Employees in all full-time and regular part-time Categories are covered by the employee assistance program at the time of appointment in accordance with the provisions of the plan.

5.501. CASH IN-LIEU. MEDICAL COVERAGE.

(a) Employees in Categories D, F, K and members of the City Council have the option of ~~reducing-waiving~~ their medical coverage and receiving payment of a portion of the City

contribution. However, if the employee is currently a dependent of a City employee and covered by a CalPERS Health Plan, the employee is not eligible for reimbursement.

~~To be eligible for this plan, an employee must either:~~ Payment shall be made on the following schedule:

- ~~(1) Change from full family to employee plus one or employee only;~~
- ~~(2) Change from employee plus one to employee only;~~
- ~~(3) Change from any level coverage to no coverage; or~~
- ~~(4) A new employee may choose no coverage. Payment shall be made based on the following schedule:~~

<u>Current</u>	<u>New</u>	<u>Monthly</u>
Employee + 2	No coverage	\$213.42
Employee + 2	Employee only	\$131.08
Employee + 2	Employee +1	\$ 48.75
Employee +1	No coverage	\$164.67
Employee +1	Employee	\$ 82.33
Employee only	No coverage	\$ 82.33
NEW employee	No coverage	\$ 82.33

<u>Type of Coverage Waiving</u>	<u>Per Pay period Payment</u>
<u>Employee only coverage</u>	<u>\$38.00</u>
<u>Employee +1 coverage</u>	<u>\$76.00</u>
<u>Employee + family coverage</u>	<u>\$98.50</u>

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that ~~she or he~~ or she does have alternative coverage and that he or she understands that he or she will no longer receive coverage through a City-sponsored CalPERS provided medical plan.

If an employee decides to ~~increase his or her level of coverage by either reentering~~ a City sponsored CalPERS provided medical plan or ~~including a center with~~ dependent(s) ~~in his or her current coverage~~, he or she ~~must~~ may enroll ~~during the annual open enrollment period, unless a qualifying event occurs.~~ See the Department of Human Resources for additional information on what constitutes a qualifying event in accordance with CalPERS procedures.

~~Procedures for exercising this option and for reentering the City sponsored CalPERS provided medical plans shall be established by the City.~~ Employees receiving cash in-lieu payments

must provide documentation to verify their dependents' eligibility.

5.502. CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.

Members of the City Council who are City retirees and are enrolled in the CalPERS medical program as a retiree, are eligible to receive a reimbursement equal to the difference of the current City contribution to medical insurance included under Section 5.505 and the current cost of the CalPERS medical premium.

In addition, if Members of the City Council who are City retirees and have an alternative dental plan, and they waive City coverage, the City will reimburse the cost of dental insurance up to the amount specified under Section 5.506 (f).

5.505. CITY CONTRIBUTION. MEDICAL INSURANCE. Effective January 1, 2016, the City will contribute the following amounts toward the cost of premiums for medical insurance under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee in the respective categories listed below, and his or her eligible dependents, and for each annuitant in CalPERS formerly in the respective categories listed below and his or her eligible dependents:

- (a) Category A. The cost of the premium or \$472.98 per month, whichever is less.
- (b) Categories B and G. The cost of the premium or \$757.97 per month, whichever is less.
- (c) Category C. The cost of the premium or \$467.46 per month, whichever is less.
- (d) Category L. The cost of the premium or \$416.90 per month, whichever is less.
- (e) Categories D, E, F and K. The cost of the premium or \$757.97 per month, whichever is less. Effective January 1<sup>st</sup> each year, the City's contribution will be the lesser of the cost of the premium or the lowest cost HMO premium for single coverage ~~of the lowest cost HMO plan~~ available through the CalPERS Bay Area regional medical plans. Additionally, the City's contribution shall be no less than the highest City contribution for any of the employee represented units; including COA, PSOA, SEA and SEIU.

(f) Members of the City Council. The City's contribution will be the lesser of the cost of the premium or the minimum monthly contribution pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA). For calendar year 2015, the amount is \$122.00 and for calendar year 2016, the amount is \$125.00.

5.506. CITY CONTRIBUTION. DENTAL INSURANCE.

- (a) Category A. The City's contribution is up to a maximum of \$140.55 per month, pursuant to the provisions of the COA MOU.
- (b) Category B. The City's contribution is included under Section 5.515 (b) below.

(c) Category C. The City's contribution is up to a maximum of \$140.55 per month, pursuant to the provisions of the PSOA MOU.

(d) Category L. The City's contribution is included under Section 5.515 (d) below.

(e) Categories D, E, F and K. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

(f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.507. CITY CONTRIBUTION. VISION INSURANCE.

(a) Category A. The City's contribution is included under Section 5.515 (a) below.

(b) Category B. The City will contribute the premium for employee only or employee plus one dependent coverage.

(c) Category C. The City's contribution is included under Section 5.515 (c) below.

(d) Category L. The City will contribute the premium for employee only or employee plus one dependent coverage.

(e) Categories D, E, F and K. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

(f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.515. CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.

(a) Category A. Effective September 27, 2015, the City will contribute \$142.02 per month, the difference between \$615.00 and the amount stated in 5.505 (a) above. Effective calendar year 2016, the City will contribute \$242.02 per month, the difference between \$715.00 and the amount stated in 5.505 (a) above. Effective calendar year 2017, the City will contribute \$342.02 per month, the difference between \$815.00 and the amount stated in 5.505 (a) above.

(b) Category B. The City will contribute a maximum of \$588.69 per month toward a Cafeteria Benefits Plan for employees and dependent medical coverage and a minimum of \$196.21 per month for employees with employee only medical coverage.

(c) Category C. The City will contribute \$47.54 per month, the difference between \$515.00 per month and the amount stated in 5.505 (c) above.

(d) Category L. The amount the City contributes towards the Cafeteria Benefits Plan shall be made based on the number of hours in paid status as provided in the SEIU MOU.

(e) Categories D, E, F and K. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped



at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (e) above, and shall be based upon the plan level in which the employee is enrolled (i.e., employee only, employee plus one dependent, or employee plus family).

(f) Members of the City Council. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (f) above, and shall be based upon the plan level in which the council member is enrolled (i.e., council member only, council member plus one dependent or council member plus family).

5.520. MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.

(a) Category A. Including the amounts specified in Sections 5.505 (a) and 5.515 (a), the City's maximum contribution is \$615.00 per month (\$283.85 per pay period) effective September 27, 2015, \$715 per month (\$330.00 per pay period) effective calendar year 2016, and \$815 per month (\$376.15 per pay period) effective calendar year 2017. The City's maximum contribution is payable towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

(b) Category B. Including the amounts specified in Sections 5.505(b) and 5.515(b) the City's maximum monthly contribution is \$1154.29 (\$532.75 per pay period). For employees with employee only medical coverage, the City's maximum monthly contribution is \$761.81 (\$351.60 per pay period). The City's health insurance contribution is payable towards the cost of employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, optional life / AD&D insurance or any combination thereof. In addition, the City pays the full premium for the employee assistance program.

(c) Category C. Including the amounts specified in Sections 5.505 (c) and 5.5150 (c), the City's maximum contribution is \$515.00 per month (\$237.69 per pay period) towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

(d) Category L. Including the amounts specified in Sections 5.505 (d) and 5.515 (d), the City's maximum contribution is up to \$923.42 per month (\$426.19 per pay period) towards

employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, or any combination thereof. The actual City maximum is pro-rated based on the number of hours in paid status as provided in the SEIU MOU. In addition, the City pays the full premium for the employee assistance program.

(e) Categories D, E, F and K. In addition to the amounts contributed by the City as specified in Sections 5.505 (e), ~~5.508 (e), 5.510 (e)~~ and 5.515 (e), the City pays the full premium for the employee assistance program.

(f) Members of the City Council. For calendar year 2010, the maximum monthly City contribution, as described in Sections 5.505 (f), 5.506 (f), 5.507 (f) and 5.515(f), ranges from \$630.55 to \$1554.28. The actual amount is based upon the plan level in which the council member is enrolled in medical coverage (e.g.; council member only, council member plus one dependent or council member plus family).

5.525. EMPLOYEE CONTRIBUTION. HEALTH INSURANCE. To the extent that any full or part-time employee or member of the City Council elects health insurance coverage that exceeds the amount stated in Section 5.520, the employee/member of the City Council shall pay the difference.

5.530. PREMIUM CONVERSION. If applicable, pursuant to IRS Code §125, regular full-time and regular part-time employees shall pay their contribution toward health insurance on a pre-tax basis, unless the employee chooses to pay on a post-tax basis and notifies the Department of Human Resources of this request in writing.

5.540. POST RETIREMENT MEDICAL BENEFITS.

(a) Categories D, E, F and K. Employees who retire from City service under the provisions of the City's contract with CalPERS (minimum of age 50 and 5 years of service) are eligible for post-retirement medical benefits as stated below:

(a.1) Group A – Retirement date prior to January 1, 2008.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan.

(a.2) Group B – Retirement date on or after January 1, 2008 with an appointment date prior to July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505

(e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to a cap based on the cost of the premium of the highest price plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan effective January 1<sup>st</sup> of each year.

(a.3) Group C – Retirement date on or after January 1, 2008 with an appointment date on or after July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program (RHR) will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to the cap indicated in (a.3) above and according to the following vesting schedule:

#### Vesting Schedule

City of Sunnyvale Management Years of Service	% of RHR paid to Retiree
5	50%
6	55%
7	60%
8	65%
9	70%
10	75%
11	80%
12	85%
13	90%
14	95%
15+	100%
<b>Combined Years of Service:</b> <u><b>Minimum 15 years City of Sunnyvale</b></u> <u><b>service, 5 years of which must be City of</b></u> <u><b>Sunnyvale management service</b></u> <u><b>with City of Sunnyvale and 15-</b></u>	100%

5.550. LIFE INSURANCE. The City shall provide life insurance equal to one times annual

base salary for employees in Categories D, F and K, up to a maximum coverage of \$175,000. In addition, the employee has the option of buying additional insurance of one times his/her annual base salary up to the maximum allowable coverage. Coverage is subject to the terms and conditions of the insurance policy and to current tax law provisions.

5.560. DEPENDENT CARE REIMBURSEMENT ACCOUNT. Employees in Categories B, C, D, F, K and L are provided with an option to pay for dependent care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.561. HEALTH CARE REIMBURSEMENT ACCOUNT. Employees in Categories A, B, C, D, F, K and L are provided with an option to pay for health care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.562. COMMUTER TRANSPORTATION BENEFITS. The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS.

5.600. WORKERS' COMPENSATION BENEFITS. The City self-insures for Workers' Compensation benefits. Workers' Compensation benefits will be provided as required by law. Employees who are injured on the job are to comply with the legal requirements governing the use of Workers' Compensation benefits. Employees in Categories B, D, F and K, who are eligible for temporary disability payments under Workers' Compensation law, shall receive salary continuation from the City's disability program for the first 60 calendar days of temporary disability. Pursuant to current tax laws, a portion of salary continuation, in lieu of temporary disability payments, is exempt from federal and state withholding taxes. The amount of tax-free salary continuation is up to 2/3 of an employee's average wage, subject to minimums and maximums set by state law. Employees who remain temporarily totally disabled after 90 calendar days shall receive temporary disability payments directly from the City's Workers' Compensation third party administrator.

5.700. RETIREMENT SYSTEMS. The City shall provide a retirement system to eligible employees and to members of the City Council who elect to join the California Public Employees' Retirement System, in accordance with the provisions of the City Charter, and as specifically described herein.

5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS). The City shall contract with the State of California Public Employees' Retirement System (CalPERS) for retirement plans for qualified Safety and Miscellaneous employees. Both plans

shall include the 1959 Survivor Benefits. Miscellaneous and Safety employees, and members of the City Council who have elected CalPERS membership, receive the 1959 Survivor Benefit at the increased benefit level (Third Level). Miscellaneous and Safety employees are eligible for the optional Military Buy-Back benefit (Military Service Credit as Public Service).

5.711. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM. QUALIFIED EMPLOYEES. Qualified employees are those in Categories A, B, C, D, E, F, G, K, L and those employees in any other Category who are required by CalPERS to be covered. In addition, members of the City Council are qualified to participate in the California Public Employees Retirement System and may elect optional membership in CalPERS.

5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS). In appropriate situations for employees hired on or after July 1, 1996, who retire in good standing, City agrees to provide a supplemental retirement benefit through the Public Agency Retirement System (PARS) so that the employee's retirement benefit equals what the employee would have received from CalPERS had the employee been hired by the City prior to July 1, 1996 as outlined in the CalPERS Circular Letter No. 200-002 (circular letter available in the Department of Human Resources).

5.720. TIER 1 – 3%-AT-50 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-50" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.

5.721. TIER 2 – 3%-AT-55 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-55" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). This benefit will apply to Safety employees hired after February 19, 2012. Final compensation shall be calculated using the single highest year model.

5.722. TIER 3 – 2.7%-AT-57 SAFETY PLAN. The City shall provide qualified safety employees hired beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the safety 2.7% at age 57 retirement formula with the one-half continuance option under CalPERS. Final compensation shall be calculated using the average of the three highest years model.

5.730. TIER 1 – 2.7%-AT-55 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council with the "2.7%-at-55" plan under the California Public Employees' Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.

5.731. TIER 2 – 2%-AT-60 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning in the last full pay period in December 2012 the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. Employees hired on or after January 1, 2013 who are current CalPERS members or who are members of a reciprocal retirement system, as defined by CalPERS shall also receive the 2% at 60 retirement plan.

5.732. TIER 3 – 2%-AT-62 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the average of the three highest years model.

5.740. CalPERS CONTRIBUTION.

(a) Effective July 17, 2016, employees in categories D, F (except for the Director of Public Safety), and K who are also in Tier 1, shall be responsible for contributing 4% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(b) Effective July 17, 2016, employees in categories D, F and K in Tier 2 shall be responsible for contributing 3% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(c) Employees in categories D, F and K in Tier 3 shall be responsible for paying 50% of the normal cost toward their retirement.

(d) Effective July 17, 2016, the Director of Public Safety shall be responsible for paying 3% of the member contribution, and the City shall contribute 6%; such payment shall be made pursuant to IRC Section 414(h)(2). In addition, the City shall continue to pay to CalPERS a total of 2.25% of the employee's salary to fund the cost of the single highest year retirement benefit. The City will report the value of the Employer Paid Member Contribution (EPMC) of 6% as additional compensation.

(e) For employees in other Categories who are required by the CalPERS to be covered, such as City Council members who elect to enroll in CalPERS and eligible casual employees, the employee shall be responsible for the full normal member contribution to CalPERS.

5.750. SOCIAL SECURITY. FICA PORTION. All employees not covered by CalPERS shall be covered by Social Security/FICA. The employee and the City will each contribute the mandated percentage of the employee's wages toward the cost of Social Security/FICA. No Social Security/FICA will be withheld for retired CalPERS members who return to work as a temporary employee.

5.800. PUBLIC SAFETY NONMANAGEMENT. DIFFERENTIAL. When salaries are set for Public Safety Officer II, the following classifications of Public Safety Non Management will be adjusted, since they are tied to differentials established by the Public Safety Officer II, to maintain the appropriate relationships:

Public Safety Officer-in-Training	Step 1 is set at 10% below Step 1 of Public Safety Officer II; Step 2 is 5% above Step 1
Public Safety Officer I	Step 1 is set at 5% above Step 1 of Public Safety Officer-in-Training; Steps 2 through 4 are set at 5% above each previous step

6.000. SPECIAL PROVISIONS. Those provisions which are in a non-pay category, but which confer a benefit on an employee, are provided in accordance with the provisions in the Administrative Policy Manual.

6.100. WORK SCHEDULES. Employees in the Civil Service are to work in accordance with the schedules, shifts, tours of duty and work periods or cycles established by their respective departments in accordance with the provisions of the applicable MOU or the Administrative Policy Manual as the same now exists or is hereafter amended.

6.150. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES. Category B employees, designated under the terms of the applicable MOU as exempt under the Fair Labor Standards Act, may have their work schedules adjusted, at the discretion of their managers, in order to minimize the cost of overtime pay. Such adjustments shall be made in accordance with the provisions of the applicable MOU.

6.200. ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES. Alternate schedules for individual employees in Categories D, E, F, and K may be authorized by the City Manager and the City Attorney in accordance with the Administrative Policy Manual.

6.300. DEFERRED COMPENSATION. Employees in Categories A, B, C, D, E, F, K and L and members of the City Council shall be entitled to participate in a 457 deferred compensation plan approved by the City. For employees in Categories D, E, F and K, a 401 (a)

plan is available and procedures for contribution to such plan will be established by the City. With respect to any employee in Categories D, F and K who enrolls in any of the two deferred compensation plans (457 or 401 (a)), the City shall contribute to such plan on behalf of the employee an amount equal to 2% of the employee's gross pay per pay period. Such employees shall not be entitled to receive any or all of such payment except as payment into a deferred compensation account.

6.400. YOUTH PARTICIPATION INCENTIVES. Incentive Payments may be made in accordance with 29 USC § 2854, to provide incentives for recognition and achievements of the participants in the youth activities through the Department of Employment Development.

6.500. AUTOMOBILE ALLOWANCE. Any Management employee authorized and assigned exclusive use of a City vehicle on a 24-hour basis may, at the option of the employee, receive a car allowance, payable monthly, in lieu of the assignment and authorization to use such City vehicle. Such car allowance is only available while the employee is actively at work (i.e., not absent from work for more than one month, irrespective of reason). When not actively at work, the automobile allowance will cease the first of the month following the last date the employee is actively at work. A Management employee in Category D, E who is not assigned exclusive use of a City vehicle and who ordinarily does not have access to pool vehicles at his or her work site and who averages 300 or more miles per month of City business travel in his or her own personal vehicle, excluding normal travel to and from work, shall be eligible for a car allowance. This option shall not be available in the event the City Manager or the employee's Department Director determines that the vehicle assigned is a special purpose vehicle or a vehicle especially equipped so that it cannot be adequately replaced by the employee's private vehicle. Effective July 1, 2007, the monthly vehicle allowance for Department Directors will be \$450.00 and for designated management employees \$310.00. The City Manager may authorize a change in this allowance in accordance with the change in the IRS standard mileage rate.

6.600. RELOCATION ASSISTANCE. Employees in Categories D, E and K may be offered up to \$5,000 of relocation assistance, including expenses incurred in connection with the final trip for employee and immediate family to the area, provided that their primary residence at the time they receive their offer of employment with the City is located outside a 50 mile radius of the City and they move to a location within Santa Clara County within 1 year of appointment. In addition, these employees are also eligible for interim living expenses, at the maximum rate of \$100 per day for a period not to exceed 30 days, incurred while searching for a new residence. Category F employees may be offered up to the full cost of relocation assistance, including interim



living expenses, if they move into the City limits within 1 year of appointment. Such assistance may be taxable to the employee. This assistance must be documented in the offer letter to the employee.

6.700. EXECUTIVE MORTGAGE ASSISTANCE PROGRAM. Category F employees are eligible for benefits provided pursuant to the Executive Mortgage Assistance Program. Provisions of the program have been approved through separate resolution and may be amended as necessary.

7.000. ADMINISTRATION. CLASSIFIED SERVICE AND UNCLASSIFIED MANAGEMENT. The Pay Plan for all City employees shall be administered by the City Manager in accordance with policies stated herein and in the Administrative Policy Manual and any applicable MOU. The City Manager shall issue such rules and procedures as are necessary to put the policies into effect.

7.100. HOURLY RATES. Employees in Categories A, B, C, G and L at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range. In cases where it is necessary to attract qualified personnel the employee may be assigned the hourly rate in the second or third step of the pay range. Under extraordinary circumstances, employees may be assigned to a higher step than the first step of the pay range, upon recommendation of the Department Director and approval of the City Manager.

7.105. SALARY RATES. The minimum rate at which employees in Categories D, E, F and K may be hired is 85.0% of the Control Point for that classification; the maximum is 100% of Control Point. Appointments made above 95.0% of Control Point require recommendation of the Department Director, and approval of the City Manager for all, but Category K. Determinations on Category K employees are made by the City Attorney.

7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT. Control Points for Management classifications are as established in Sections 2.300, 2.400 and 2.800. The range for each classification extends from 85.0% of the Control Point up to the Control Point (100%).

7.115. DIFFERENTIAL PAY. MANAGEMENT. In the event that a pay differential of less than 15% is identified between the Control Point for a Management classification and the top step base salary for a direct-report non-management classification, a department director may recommend a pay differential of up to 15%. The differential will not be applied automatically, and an identifiable need for such differential must exist prior to providing the differential pay. All differentials require review by the Director of Human Resources and approval of the City

Manager.

7.120. MERIT INCREASE. NONMANAGEMENT. Upon completion of 13 pay periods, employees in Categories A, B, C and G may be assigned the next step in the pay range to which the classification is assigned. Such merit increases shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given at 26 pay period intervals until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following the anniversary date.

Upon completion of 6 months of continuous City service, employees in Category L may be assigned the next step in the pay range to which the classification is assigned. Such merit increase shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given upon completion of intervals of 12 months of continuous service until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following completion of the requisite hours.

7.130. MERIT INCREASE. MANAGEMENT. Upon completion of 13 pay periods of service, employees in Categories D, F and K who receive an overall rating of achieves or exceeds expectations on their most recent performance evaluation may receive an increase in salary above the rate to which they were initially assigned, up to but not exceeding the Control Point.

~~The pay rate for employees in Categories D, F and K hired or appointed to management positions prior to June 1, 2013 will be considered for adjustment beyond that granted after the first 13 pay periods of service at the beginning of each new fiscal year after employment. The pay rate adjustment is subject to an overall rating of achieves or exceeds expectations on the employee's most recent performance evaluation. Increases of more than 5% require approval of the City Manager.~~

The pay rate for employees in Categories D, F and K ~~hired or appointed to management positions on or after to June 1, 2013~~ will be considered for adjustment beyond that granted after the first 13 pay periods of service following the completion of 26 pay periods from the prior increase in salary, up to but not exceeding the Control Point. Increases in salary shall be granted effective with the pay period immediately following the completion of 26 pay periods. The pay rate adjustment is subject to an overall rating of achieves or exceeds expectations on the employee's most recent performance evaluation. Increases of more than 5% require approval of the City Manager.

7.140. PROMOTION. NONMANAGEMENT. Upon promotion to a full-time non-management classification having an assigned pay range greater than the classification from which the employee is being promoted, employees in Categories A, B, C and G shall be entitled either to that hourly pay step in the pay range of the higher class which is at least 5% above the employee's current hourly step rate, or that step the employee would have received within 2 pay periods had the promotion not been made, provided the increase does not exceed the rate contained in the top salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

Upon promotion to a regular part-time classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step in the pay range of the higher classification which is at least 5% above the employee's current hourly step rate, provided the increase does not exceed the rate contained in the 5th salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

7.150. PROMOTION. MANAGEMENT. Employees in Category D and E who are promoted to a classification which has been assigned a Control Point greater than the classification from which the employee is being promoted shall be entitled to assignment to a pay rate in the new salary range which provides at least 5% above the employee's current hourly rate, or the rate which the employee would have received with a meeting or exceeding expectation of performance within 2 pay periods had the promotion not been made, provided the increase does not exceed 95.0% of the Control Point for the new classification, except that upon recommendation of the Department Director and approval of the City Manager, the promoted employee's pay rate may be set at up to 100% of such Control Point. Employees in Category K who are promoted in similar circumstances shall likewise receive an increase, subject to the determination of the City Attorney. Thereafter, the employee is considered for merit increases in the same manner as other Management employees.

7.160. PROVISIONAL APPOINTMENT. The pay periods of service of a probationary or regular employee shall not be affected by a provisional appointment. Merit pay increases are to be considered as though the employee had not accepted the provisional appointment.

7.170. GRANT FUNDED EMPLOYMENT.

(a) The City may hire employees in grant-funded (limited duration) positions where the position is funded by grant funds or similar types of non-City funding sources.

(b) Job classification titles for grant-funded positions shall be distinct from job classification titles for regular positions.

(c) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the grant-funded (limited duration) status, including that the City has the authority to terminate employment at the completion of the grant or for reduction or loss of grant funding.

(d) Unless otherwise stated by the funding source or agency, if the appointment is for a period of twelve months or more, employees in grant-funded positions shall receive the same benefits as regular employees. Employees who will be working a full-time schedule in a management classification will be included in the Sunnyvale Managers Association bargaining unit; employees who will be working a full-time schedule in a non-management classification will be included in the Sunnyvale Employees Association bargaining unit; and employees who will be working a schedule of 1,092 -1,716 hours per fiscal year will be included in the Services Employees International Union bargaining unit.

(e) If the appointment is for less than twelve months, employees shall be employed in the unclassified service as temporary employees. Temporary employees are unrepresented, are eligible for only those benefits applicable to this category of employment, and are limited to 900 hours of work in the fiscal year.

(f) Should an employee who was originally hired to fill a grant-funded position of twelve months or more be later appointed to a regular position, his/her hire date will be the date that service commenced in the grant-funded position.

#### 7.180. TERM LIMITED EMPLOYMENT.

(a) Term limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.

(b) Term Limited positions are different from Grant Funded employment as described in 7.170 above, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.

(c) Term Limited appointments must be approved by the City Manager.

(d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.

(e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.

(f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.

(g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City’s ability to terminate their employment for any reason with or without cause.

(h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA bargaining Unit. However, a regular SEA employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

8.000. CASUAL/TEMPORARY PAY RATE ASSIGNMENTS AND STEP INCREASES. Pay rate assignments and pay step increases for Casual/Temporary employees shall be administered by the City Manager in accordance with the policies stated herein. The City Manager shall promulgate such rules and procedures as are necessary to put said policies into effect.

Casual/Temporary employees at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range; however, the department may assign employees to a higher step based on qualifications and experience, and/or specific job functions, or in cases where it is necessary to attract qualified personnel. Casual/Temporary employees may be considered for an

initial merit step increase after completion of 1040 hours of service and additional merit step increases upon completion of intervals of 2080 hours of service up to top step. However, a merit increase shall not be approved unless the employee's work performance is rated satisfactory or better. In situations where the above hour criteria for merit increases is not reasonable given the nature of a Casual/Temporary assignment, individual departments may assign a Casual/Temporary employee to the next step in the series upon completion of a minimum of 12 months of service in the current job classification and step, and a minimum number of hours worked as established by the department.

8.100. REDUCED TIME JOB STATUS PROGRAM. CATEGORY G. Designated classifications within Category G may work a reduced time work job share schedule pursuant to the provisions of the Reduced Time Job Status Program.

9.000. PAY BASIS. An eligible employee may be paid under multiple pay ranges or scheduled amounts in any given pay period, in addition to working out of class, on special assignment or under special circumstances.

10.000. EFFECTIVE DATE. Unless otherwise specifically indicated, all provisions herein contained shall be effective as of the date of posting. This version of the Salary Resolution supersedes any prior versions and amendments thereto.

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| Posted: ~~July 26~~August 23, 2016



# City of Sunnyvale

## Agenda Item

16-0786

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### **SUBJECT**

Approve Memorandum of Understanding between the City of Sunnyvale and the Public Safety Officers Association 2015-2020 and Resolution to Amend the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category C (Classified Public Safety Officers and Lieutenants) and Pay Plan Category D/E (Public Safety Captains and Public Safety Deputy Chiefs)

#### **BACKGROUND**

A Tentative Agreement has been reached between the City of Sunnyvale (City) and the Public Safety Officers Association (PSOA) on a successor Memorandum of Understanding (MOU). PSOA represents Public Safety Officers and Public Safety Lieutenants. This report recommends approval of the MOU, which, if approved by the City Council, will be in effect from July 1, 2015 through and including December 31, 2020.

The MOU between the City and PSOA expired on June 30, 2015. Negotiators for the City and PSOA began the meet and confer process in April 2015 and met 22 times in an effort to reach an agreement. A Tentative Agreement was reached on July 26, 2016, and on August 12, 2016, the City was notified that the PSOA membership ratified this agreement.

The MOU between the City and the Public Safety Managers Association (PSMA) provides that, "Members in the PSMA bargaining group will receive the same percentage of salary increase as the Public Safety Officers Association Lieutenant." (MOU Section 12.2.). However, the MOU between the PSMA and the City expired on June 30, 2015. Although the PSMA MOU is expired and subject to negotiation, staff recommends, and the PSMA has agreed, to maintain the differential between the ranks of Lieutenant and Captain by providing the same wage increase to PSMA bargaining unit members as that provided to employees in the Lieutenant classification, effective retroactively to July 1, 2016 to avoid compaction between employees in the rank of Captain and the Lieutenants they supervise. Particularly given the challenges in public safety recruitment and numerous recent and upcoming retirements in the Department of Public Safety, avoiding compaction is currently an important consideration for recruitment and retention.

#### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, Consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378-(b)-(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 significant provisions of the new MOU are as follows:

### **Salary Survey**

The longstanding method for determining PSOA salaries has been an annual survey of 12 comparator agencies, with PSOA salaries set 11% above the average of the eight highest agencies using total compensation. The current Salary Survey elements will remain the same in this MOU, but the survey comparable agencies will be reduced from 12 to 8 (cities of Alameda, Fremont, Hayward, Milpitas, Mountain View, Richmond, San Leandro and Santa Clara). The survey will use the average total compensation from all 8 agencies versus dropping the four lowest total compensation agencies identified in the previous 12 agency survey. Compensation shall continue to be set at eleven percent (11%) above the average total compensation from the eight cities listed above.

### **Wages**

Based on the results of this year's survey, and as discussed above, it is recommended that the Pay Plan Category C and D/E of the Schedule of Pay of the Salary Resolution be amended to reflect the new pay rates for the following classifications, increased by the indicated percentages, effective retroactive to July 1, 2016:

- 1.37 percent Public Safety Officer II,
- 1.34 percent Public Safety Lieutenant, and
- 1.34 percent for Public Safety Captains and Public Safety Deputy Chiefs.

Pursuant to the Salary Resolution, the classification of Public Safety Officer-in-Training is set at 10 percent (10%) below Public Safety Officer II. The classification of Public Safety Officer I is set at 5 percent (5%) above Public Safety Officer-in-Training.

### **Retirement**

The total employee share of retirement required by CalPERS is 9% for safety employees in Tier 1 and Tier 2. Employees will continue to pay three percent (3%) of the employee's contribution for retirement, and the City will continue to pay six percent (6%). The City's payment of the portion of the CalPERS employee share is commonly called the Employer Paid Member Contribution (EPMC).

### **Paid Time Off (PTO)**

Consistent with the other employee associations, PSOA will now receive Paid Time Off (PTO) instead of Vacation, Emergency Family Leave, and Medical Appointment Leave. The employee will use the first 120 hours of PTO to qualify for use of Paid Medical Leave (PML) versus eligibility for PML from the first day of illness. In recognition of this conversion, the City will provide PSOA employees a one-time credit of 60 hours of PTO.

### **Bereavement Leave**

Bereavement Leave will be available to employees immediately versus after a six-month waiting period. Further, step-parents will be added as eligible relationships for bereavement leave. Bereavement leave will have to be used within six months of the eligible incident. The City reserves the right to require proof of death.



**Translator/Bilingual Pay**

This MOU updates the language proficiency scale and increases translator/bilingual pay amounts from \$25 per month to \$50 per month for intermediate proficiency and from \$50 per month to \$85 per month for advanced proficiency.

**Clothing Allowance**

The clothing allowance will increase from \$50 per month to \$75 per month for eligible assignments.

**FISCAL IMPACT**

While the majority of the changes provided for in the tentative agreement are minor from a fiscal perspective, the three most significant impacts are in the salary adjustments produced by the survey, the maintenance of the EPMC at 3% of salary, and the one-time grant of 60 hours of Paid Time Off.

The City's budget assumes a 3% increase in salaries for all sworn personnel. With the survey results producing lower than budgeted salaries, it is anticipated that the one year savings will be approximately \$700,000. Additionally, this will lower the forecasted salary base going forward, yielding approximately \$20 million in savings over twenty years.

As noted above, the City currently makes a 6% Employer Paid Member Contribution to retirement. With the adoption of the Fiscal Year 2016/17 Budget, the City took the first step toward viewing salary and benefits as a total compensation package versus just salary. Under this new, more strategic approach, this MOU maintains the current EPMC. This is estimated to cost approximately \$800,000 in the first year, and \$26 million over twenty years. However this is less costly over time than providing salary increases to offset increased employee payments (the typical approach collective bargaining groups generally seek). It is also important to note that as more new employees are hired on the third tier, the total cost of EPMC declines as the Public Employee Pension Reform Act (PEPRA) requires that third tier employees pay 50% of the normal annual pension contributions.

Lastly, the one time grant of 60 hours of PTO has a one time cost impact of approximately \$800,000. It is anticipated that the conversion to PTO from vacation and paid medical leave will cost the city more, but that productivity increases over time will offset this cost, particularly because use of paid medical leave will be more limited. Budget Modification No. 8 has been prepared to appropriate \$100,000 to the operating budget for the Department of Public Safety to fund the difference between the salary adjustment savings, and the EPMC expense, and to appropriate \$800,000 to the Employee Benefits Fund for the one time PTO grant. The actual appropriation for Public Safety operations will be prorated across the department's various operating programs based on budgeted salaries.

**Budget Modification No. 8****FY 2016/17**

	Current	Increase/ (Decrease)	Revised
<b><u>General Fund</u></b>			
<b><u>Expenditures:</u></b>			
Department of Public Safety Operating Budget	\$86,419,051	\$100,000	\$86,519,051
<b><u>Transfers:</u></b>			

Transfer out to Employee	\$0	\$800,000	\$800,000
Benefits Fund			
Reserves:			
Budget Stabilization Fund	\$44,936,195	(\$900,000)	\$44,136,195
Reserve			
<b>Employee Benefits Fund</b>			
Transfers:			
Transfer in from General	\$0	\$800,000	\$800,000
Fund			
Program 781 - Employee	\$17,599,653	\$800,000	\$18,399,653
Leave Benefits			

Funding Source:

Costs for safety employee compensation is funded by the General Fund.

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Public Safety Officers Association, and adopt the Resolution amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category C (PSOA - Classified Public Safety Officers and Lieutenants) and Category D/E (PSMA - Public Safety Captains and Public Safety Deputy Chiefs)
2. Do not authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Public Safety Officers Association and do not adopt the Resolution.

**STAFF RECOMMENDATION**

Alternative 1: Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Public Safety Officers Association, and adopt the Resolution amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category C (PSOA - Classified Public Safety Officers and Lieutenants) and Category D/E (PSMA -Public Safety Captains and Public Safety Deputy Chiefs)

Prepared by: Anthony Giles, Human Resources Manager  
Reviewed by: Teri Silva, Director, Department of Human Resources  
Reviewed by: Walter C. Rossmann, Assistant City Manager  
Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Memorandum of Understanding between the City of Sunnyvale and the Public Safety Officers Association (PSOA) 2015 - 2020 with no markup.
2. Memorandum of Understanding between the City of Sunnyvale and the Public Safety Officers Association (PSOA) 2015 - 2020 - redlined version

3. 05/15/2016 Total Compensation Survey - Public Safety Officer
4. 05/15/2016 Total Compensation Survey - Public Safety Lieutenant
5. Excerpt of Salary Table Affecting PSOA and PSMA Classifications
6. Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category C (Classified Public Safety Officers and Lieutenants) and Category D/E (Public Safety Captains and Public Safety Deputy Chiefs)

**CITY OF SUNNYVALE**  
**and**  
**SUNNYVALE PUBLIC SAFETY OFFICERS ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2015 – December 31, 2020**

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COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SUNNYVALE  
AND THE  
PUBLIC SAFETY OFFICERS ASSOCIATION  
2015 - 2020

This Memorandum of Understanding (MOU) is entered into between representatives of the City of Sunnyvale (hereinafter "City") and representatives of the Public Safety Officers Association (hereinafter "PSOA").

Parties to this MOU acknowledge and agree that this MOU constitutes the result of Meeting and Conferring in good faith as required by Section 3500, et seq., of the Government Code of the State of California and further acknowledge and agree that all matters upon which parties reached agreement are set forth herein.

The Public Safety Officers Association is hereby recognized as the exclusively-recognized employee organization for those employees occupying the classifications of Public Safety Officer-in-Training, Public Safety Officer Academy Attendee/Graduate, Public Safety Officer, and Public Safety Lieutenant.

1. Term

The term of this Agreement shall be from July 1, 2015 through and including December 31, 2020.

2. Full Understanding, Modification, Waiver

2.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

2.2 It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

City agrees to notify the PSOA in writing of any proposal to change wages, hours, or terms and conditions of employment not specifically covered by this Agreement and to meet and confer in good faith with PSOA prior to adopting such proposal. Once impasse is reached, the City may exercise its rights pursuant to the Meyers-Milias-Brown Act.

2.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provision contained herein shall in any manner be binding upon the parties

hereto unless made and executed in writing by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

- 2.4 The waiver of any breach, of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

3. Severability of Provisions

In the event that a provision of this agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

4. MOU Disputes

All disputes which relate to matters contained in the Memorandum of Understanding or to ordinances, rules or regulations subject to meet and confer, shall be processed through the Public Safety Officers Association.

5. Civil Service Rules and Regulations

This agreement adopts by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.

The parties acknowledge that the City is currently updating the Civil Service Rules and Administrative Policies and will provide the Association copies of any proposed changes. Upon notice by the City, the Association will have the opportunity to meet and confer regarding the impact of any changes within the scope of representation. If there is any contradiction between one or more MOU provisions and the effectuated changes, the MOU will prevail.

6. Negotiations

Successor Agreement. Either party may request, in writing, of the other that negotiations commence for a successor MOU as much as six (6) months prior to the expiration of this agreement.

7. Non-Discrimination

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any basis prohibited by state or federal law.

- 7.1 Complaints asserting violation of Article 7 may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided for in section 7.2.

- 7.2 The parties agree that they and each of them shall not discriminate against any

employee because of membership or non-membership in the Public Safety Officers Association (PSOA), or because of any authorized activity on behalf of the PSOA, or because of the exercise of rights under this agreement.

8. Equal Employment Opportunity

The Sunnyvale Public Safety Officers Association supports in full the City's Equal Employment Opportunity Program.

9. Americans with Disabilities Act (ADA)

The City is required to comply with the Americans with Disabilities Act (ADA). The ADA is a federal statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

When an individual's disability creates a barrier, ADA requires the City to make reasonable accommodations to remove the barriers. The parties recognize that the City may be required to make accommodations that are contrary to the language or intent of existing provisions of this Agreement.

The parties agree that such accommodations shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involves matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City without the written consent of the affected employee. Although an accommodation made by the City pursuant to the ADA shall not be grievable or arbitrable, the impact of such accommodation shall be grievable and arbitrable.

10. Wages

10.1 Formula

10.1.1 The parties shall survey and agree upon the total compensation for the police officer and sergeant classifications, respectively, in the agencies listed in Section 10.2 below.

10.1.2 Total compensation shall include the individual compensation items listed in Section 10.3.

10.1.3 The compensation figures derived from the survey will be applied as described in Section 10.5.

10.1.4 Total compensation for the agencies shall be averaged. The Sunnyvale Public Safety Officers and Lieutenants shall then receive compensation eleven percent (11%) above that average.

10.1.5 When salaries are set for Public Safety Officer II, the following classifications will be adjusted, to maintain the appropriate salary differential:

Public Safety Officer-in-Training: Step 1 is set at 10% below Step 1 of Public Safety Officer II; Step 2 through 4 are set at 5% above each previous step.

Public Safety Officer Academy Attendee/Graduate: Step 1 through 4 are set at the same rate as Public Safety Officer-in-Training.

Public Safety Officer I-Trainee: Step 1 through 4 are set at the same rate as Public Safety Officer-in-Training.

Public Safety Officer I: Step 1 is set at 5% above Step 1 of Public Safety Officer-in-Training; Steps 2 through 4 are set at 5% above each previous step.

10.2 Survey Agencies

The parties agree the agencies to be surveyed shall be:

Alameda PD  
Fremont PD  
Hayward PD  
Milpitas PD  
Mountain View PD  
Richmond PD  
San Leandro PD  
Santa Clara PD

10.3 Survey Items

The parties agree that total compensation shall include only the following:

10.3.1 Top-step monthly base salary;

10.3.2 The salary that is in effect during the survey window period;

10.3.3 The survey agency's payment of the employee's share of retirement;

10.3.4 The survey agency's payment for medical insurance, (medical);

10.3.5 The survey agency's payment for dental insurance, (dental);

- 10.3.6 The survey agency's payment for life insurance and accidental death and dismemberment insurance, (life);
- 10.3.7 The survey agency's payment for long-term disability insurance, (LTD);
- 10.3.8 The survey agency's payment for the Employee Assistance Program;
- 10.3.9 The survey agency's payment of a uniform allowance or the amount reported to PERS if uniforms are provided.

#### 10.4 Date of Implementation

Salary adjustments produced by the use of the formula will become effective the first full pay period in July of each year during the term of this Agreement. Survey data shall be collected and available for review by the parties by the beginning of the pay period prior to pay period of implementation.

#### 10.5 Methodology of Implementation

The parties agree that the proper methodology for determining the results of the formula set forth above shall be as follows:

##### 10.5.1 Survey

Each agency listed in Section 10.2 above shall be surveyed jointly by the parties during the first 15 days of May to determine each item of compensation listed in Section 10.3 above that becomes effective during the survey window period for the positions of police officer and sergeant.

Such survey shall also compile the date of the next salary increase or decrease and the scheduled percentage, if known.

##### 10.5.1(a) Monthly Rates

All compensation figures shall be recalculated into monthly rates, if necessary, by using one of the following:

(hourly rate x 2080) / 12 = monthly rate,  
(weekly rate x 52) / 12 = monthly rate, and  
(bi-weekly rate x 26) / 12 = monthly rate

##### 10.5.1(b) Delayed Salary Adjustments

If a salary adjustment is known and scheduled for later in the fiscal year, the scheduled salary adjustments shall be annualized and the annualized amount applied as if effective in July.

## 10.5.2 Definition of Selected Benefits

### 10.5.2(a) Medical, Employee Assistance, Dental

The maximum monthly dollar amount paid by an Agency for each of these benefits shall be used for each respective benefit; however, the maximum monthly dollar amount paid for medical insurance shall not exceed the PEMHCA Kaiser +2 contribution for PERS established Bay Area/Sacramento Region.

### 10.5.2(b) Employee Assistance Program

A program available to employees of the surveyed agency as a benefit to provide confidential counseling services designed to assist employees and/or their families in solving problems which are affecting their personal lives and/or employment situations. The program may have a limited number of counseling sessions per year and be provided independent from the employee's medical plan.

Services provided through this program may include, but are not limited to, the following: family problems counseling; drugs and alcohol; emotional, stress and child-care problems; conflict resolution; marital problems; and legal and financial consultation.

### 10.5.2(c) Life, LTD

The maximum monthly dollar amount paid by the agency, or, if there is no fixed dollar amount, the dollar value determined by the agency shall be used as the value for each of these items. In cases where the agency cannot determine the value of a benefit, then there shall be no dollar value used. (Note: LTD includes agency payments to a POA plan.)

### 10.5.2(d) Retirement

For purposes of calculating the formula the City's PERS contribution will be reflected as nine percent (9%); however the actual City payment shall be set forth in section 11.. Also included in the City of Sunnyvale's employee contribution is the cost of the Employer Paid Member Contribution (EMPC) which is agreed to be 1.77%.

## 10.5.3 Definition of Terms

The parties agree that the following terms, when used within this Article, shall have the following meaning:

10.5.3(a) Annualize

To take a number and determine its value for a 12-month period. Example: Assume 6% increase on March 1. There are four months remaining in the fiscal year. Therefore,  $4/12 * 6\%$  gives the percent needed to receive an equal percent for the entire 12 months of a year. In this example the answer is 2%.

10.5.3(b) Survey Month

May as provided in Section 10.5.1 above.

10.5.3(c) Window Period

That period of time during which the parties to this Agreement are gathering information to be used in the calculation of this formula (i.e., the first 15 days of May).

10.6 Calculation

The following calculation shall be performed for both the Public Safety Officer and Public Safety Lieutenant.

- 10.6.1 Salary and all benefits listed in Section 10.3 shall be determined in monthly dollar amounts.
- 10.6.2 Salary and all benefits listed in Section 10.3 shall be added to determine total compensation.
- 10.6.3 The average of the total compensation of the agencies shall be calculated.
- 10.6.4 Eleven percent (11%) shall be added to the total compensation average calculated in 10.6.3.
- 10.6.5 The dollar difference between the City of Sunnyvale's current total compensation and the average total compensation plus eleven percent (11%) as determined in 10.6.4 above shall be calculated.
- 10.6.6 The dollar difference calculated in 10.6.5 above shall be expressed as a

percentage, rounded to the nearest hundredth of a percent, of the City of Sunnyvale's current total compensation.

Determine the required adjustment to current total compensation, by identifying the amount required to adjust top-step monthly base salary, so as to equal eleven percent (11%) above market once all of the intermediary computations are calculated. Ultimately, Sunnyvale's new total compensation shall equal the average market total compensation plus eleven percent (11%).

10.7 Base Pay for purpose of calculating overtime, specialty pay, and paid leave

Effective July 2008, for the purpose of calculation of overtime, specialty pay, and paid leave, the base shall be each employee's base salary plus the amount of EMT, if eligible, and Donning and Doffing premiums. This new base hourly rate shall be reflected on each employee's payroll notice.

11. Retirement

11.1 The City provides PSOA bargaining unit members the "3% at 50" retirement benefit.

11.2 Effective July 1, 2012, the City will provide new hires of PSOA bargaining unit members the "3% at 55" retirement benefit.

11.3 City agrees to continue the current "payment" plan whereby the City makes a contribution to PERS on behalf of the employee.

11.3.1 Effective with the first full pay period in July 2011, the City contribution to the employee's contribution will be reduced by one percent (1%) which will be paid by the employee, the EPMC as described in section 11.4 will be eight percent (8%).

11.3.2 Effective with the first full pay period in January 2012, the City contribution to the employee's contribution will be reduced by an additional one percent (1%) which will be paid by the employee, EPMC as described in section 11.4 will be seven percent (7%).

11.3.3 Effective with the first full pay period in January 2013, the City contribution to the employee's contribution will be reduced by an additional one percent (1%) which will be paid by the employee, the EPMC as described in section 11.4 will be six percent (6%).

11.4 The City shall contribute nine percent (9%) of salary for the employee's "normal" contribution, and two and one-quarter percent (2 1/4%) to fund the cost of the "single highest year" retirement benefit. As soon as administratively possible, the City will proceed with a PERS contract amendment to shift the cost of the single highest year



option to the employer and to reduce the employee contribution to 9%.

- 11.5 The City reports the value of employer paid member contributions (EPMC) of nine percent (9%) as additional compensation for each Safety member. Effective in the first full pay period in July 2011, the EPMC amount will be reduced from nine percent (9%) to eight percent (8%). Effective with the first full pay period in January 2012, the EPMC amount will be reduced from eight percent (8%) to seven percent (7%). Effective with the first full pay period in January 2013, the EPMC amount will be reduced from seven percent (7%) to six percent (6%).
- 11.6 The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue ruling, either by other rulings or regulations.
- 11.7 In the event that the City's payment of employees' PERS contribution is no longer authorized by law, the City has the right to discontinue it, in which case the obligation to pay would fall upon the employee.

The City and PSOA further agree to meet and confer regarding impact on the compensation formula. At that point, there would be an adjustment to the salary formula.

- 11.8 The City shall provide the Third Level of 1959 Survivor Benefits.

- 11.9 The City shall provide the Military Buy-Back Option..

## 12. Federal Mandates/Social Security

- 12.1 If the Federal Government passes legislation or a court of competent jurisdiction makes a ruling that makes Social Security applicable to the employees within the Unit, then the parties agree to meet promptly at the request of either party to negotiate the impact of such law or ruling.
- 12.2 It is the intent of the parties to minimize the fiscal impact of such law or ruling upon each of the parties. If possible, there shall be no increased cost to either party while maintaining benefits as close to existing levels as possible.
- 12.3 If the parties have not reached agreement within 30 days the request to negotiate, the matter shall be submitted to the City's impasse procedure.

## 13. Insurances

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### 13.1 Reopener

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At such time as regulations are issued implementing the Affordable Care Act, the City and the Union will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will reopen the contract to meet and confer how such mandated changes will be implemented. In the event of a reopener, the City will not unilaterally impose changes that would cause a reduction in City contributions toward benefits.

- 13.1.1 The City's contribution toward medical insurance, vision insurance, employee assistance program, and optional life insurance shall be five hundred fifteen dollars (\$515.00) per month (\$237.69 per pay period).

### 13.2 Dental Insurance

- 13.2.1 Dental insurance will continue to be provided by the Association.
- 13.2.2 The Association shall contract with a dental provider and make dental insurance available to all employees.
- 13.2.3 The Association shall submit a detailed invoice including the names of employees and type of coverage to the City and the City shall pay the dental insurance premium for each employee by remitting such premiums to the Association.
- 13.2.4 The dental insurance formula amount shall be as set forth in 13.2.5 below.
- 13.2.5 The City shall contribute to a maximum of one hundred thirty dollars and fifty five cents (\$130.55) per month (\$60.25/pay period) for this benefit. Effective January 2007, the City shall contribute to a maximum of one hundred forty dollars and fifty five cents (\$140.55) per month (\$64.87/pay period) for this benefit.
- 13.2.6 Employees shall not be eligible for dental insurance under this Agreement until they have thirteen (13) pay periods continuous service with the City.
- 13.2.7 Dual Dental Coverage. If a husband and wife are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.
- 13.2.8 During the term of this Agreement, the parties may meet to explore changing

dental plans and/or their administration.

13.3 Vision Insurance

13.3.1 The City shall provide Vision Insurance for each employee (see section 13.1.1). The Vision Plan includes a deductible that the employee must pay at the time of service.

13.3.2 Employees are eligible upon hire, with the effective date the first of the month following the employee's start date and upon completion of the enrollment form. Enrollment is mandatory.

13.4 Life Insurance

13.4.1 The City shall provide basic Life and Accidental Death and Dismemberment Insurance for each employee in an amount equal to the employee's annual base salary, up to a maximum coverage of \$175,000.

13.4.2 Such insurance shall be at no cost to the employee, except that insurance amounts above \$50,000.00 provided by the City shall be subject to tax law provisions.

13.4.3 At the time of hire, an employee may purchase supplemental insurance in an amount equal to the employee's annual base salary, up to a combined maximum coverage of \$175,000.

13.4.4 Current employees who did not purchase supplemental insurance at the time of hire may purchase supplemental insurance as provided in 13.4.3 during open enrollment, subject to approval by the carrier.

13.5 Long Term Disability Insurance (LTD)

13.5.1 Long term disability insurance will continue to be provided by the Association.

13.5.2 The Association shall contract with an LTD provider and make LTD available to all employees.

13.5.3 The Association shall submit a detailed invoice to the City and the City shall pay the LTD premium for each employee by remitting such premiums to the Association.

13.5.4 The LTD formula amount shall be the maximum amount paid by the City as set forth in 13.5.5.

13.5.5 The City shall contribute nineteen dollars (\$19.00) per month (\$8.76/pay

period) for this benefit.

13.5.6 The City shall report the annual premium in each employee's W2. The employee shall be responsible for the taxes on the City payment of the premium cost.

13.5.7 Enrollment in LTD is mandatory upon hire and benefits shall be the same for all employees pursuant to plan provisions.

#### 13.6 Pre-Tax Health Contributions

Insurance premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

#### 13.7 Health Care Reimbursement Account

The City shall provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

#### 13.8 Dependent Care

The City shall provide a plan in accordance with the Internal Revenue Code Section 129 that provides an option for employees to pay for dependent care expenses on a pre-tax basis.

#### 13.9 Commuter Transportation Benefits

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS. This benefit shall be cost neutral to the City.

### 14. Cash In-Lieu of Medical Coverage

14.1 The City will provide employees with the option of reducing their medical coverage and receiving payment of a portion of what otherwise would be the City contribution.

To be eligible for this plan, an employee must either:

1. Change from full family coverage to employee plus one or employee only

- coverage;
2. Change from employee plus one coverage to employee only coverage;
  3. Change from any level coverage to no coverage; or
  4. Be a new employee choosing no coverage.

Payment shall be made on the following schedule:

<u>Current</u>	<u>New</u>	<u>Monthly</u>
E + 2(+)	0	\$125.00
E + 2(+)	E	\$ 75.00
E + 2(+)	E1	\$ 20.00
E + 1	0	\$100.00
E + 1	E	\$ 35.00
E	0	\$ 50.00
new	0	\$ 50.00

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver that he/she does have alternative coverage and that he/she understands that he/she will no longer receive coverage through a City sponsored PERS provided medical plan.

If an employee decides to increase his/her level of coverage either by reentering a City sponsored PERS provided medical plan or including a dependent in his/her current coverage, he/she must submit a health statement for the provider's approval or enroll during the annual open enrollment period.

Responsible procedures for exercising this option and for reentering City sponsored PERS provided medical plans shall be established by the City.

- 14.2 Effective the third pay period following council approval, the cash in-lieu of medical coverage option will be closed to new members. For members already participating in the cash in-lieu of medical coverage program at that time, the City will provide employees with the option to waive their medical coverage and receive payment of a portion of what otherwise would be the City contribution.

Employees who receive cash in-lieu of medical coverage payment prior to the third pay period following Council approval shall complete a new Cash In-Lieu of Medical Coverage Election Form to receive the following payment schedule.

Payment shall be made on the following schedule:

<u>Type of Coverage Waiving</u>	<u>Per Pay Period Payment</u>
Employee only coverage	\$22.50
Employee +1 coverage	\$60.50
Employee + family coverage	\$98.50

If the employee is currently a dependent of a City employee and covered by a CalPERS Health Plan, the employee is not eligible for reimbursement.

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that he or she does have alternative coverage and that he or understands that he or she will no longer receive coverage through a City sponsored CalPERS provided medical plan.

If an employee decides to reenter a City sponsored CalPERS provided medical plan, or reenter with dependent(s), he or she may enroll in accordance with CalPERS procedures.

Employees receiving cash in-lieu payments for greater than employee only coverage must provide documentation to verify their dependents' eligibility.

## 15. Holidays

### 15.1 Designated holidays for employees are as follows:

Independence Day  
Labor Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day

### 15.2 Floating Holiday Leave

15.2.1 Employees who are not on a shift or fire tour of duty schedule shall be credited with 20 hours of floating holiday leave on January 1 of each year at the beginning of each payroll calendar year.

15.2.2 Newly-hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the portion of the payroll calendar year remaining after their date of hire.

15.2.3 Use of floating holiday leave shall be subject to approval by the employee's supervisor.

- 15.2.4 Any floating holiday leave not taken within the payroll calendar year shall be paid to the employee effective with one of the final pay periods for the year.

#### SEPARATION

- 15.2.5 Employees separating from City employment shall have their allotment of floating holiday leave for that year prorated based upon their date of separation.
- 15.2.6 Any employee who has used less than his/her prorated allotment for the portion of the payroll calendar year worked, shall have the balance paid on his/her final paycheck.
- 15.2.7 Any employee who has used more than his/her prorated allotment for the portion of the payroll calendar year worked shall have the overage deducted from his/her final paycheck.

#### CHANGE IN ASSIGNMENT

- 15.2.8 Employees whose status changes from an assignment that receives in-lieu-of-holiday pay to an assignment that receives the holidays off shall be treated as a new employee for purposes of determining the amount of floating holiday leave during the remaining portion of the payroll calendar year.
- 15.2.9 Employees whose status changed from an assignment that receives holidays off to an assignment that receives in-lieu-of-holiday pay shall receive a total holiday benefit, including in-lieu-of-holiday pay and actual holiday time off, equal to the equivalent of the negotiated holiday benefit. Such employee shall resolve this situation with the City.

### 15.3 In-Lieu of Holiday

#### 15.3.1 Shift or Fire Tour of Duty Schedule

Officers working in positions that require staffing on holidays shall receive In-Lieu of Holiday pay as compensation for working the holidays. Positions entitled to In-Lieu of Holiday Pay are attached hereto in Attachment B. Instead of taking holidays off, employees who are on a shift schedule or fire tour of duty schedule shall receive an additional 4.15 hours pay for each pay period. Such additional pay shall be paid in lieu of the 108 hours of holiday time off. Any current employee no longer eligible for In-Lieu of Holiday per Attachment B will not be impacted until January 2007.

#### 15.3.2 Non-Shift Schedule

Officers working in positions that do not require staffing on holidays shall receive the holiday off and shall not receive In-Lieu of Holiday pay. Employees not receiving “in-lieu of holiday pay” shall take off the City-designated holidays unless management has requested or given specific approval for an employee to work the holiday. Employees who are required or approved to work on a City-designated holiday shall be compensated at the rate of time-and-one half for any hours actually worked on that holiday.

Employees who work on a City-designated holiday on an elective basis shall receive additional straight-time pay for up to 8 hours worked. Additional hours worked shall be compensated at the time-and-one half rate.

#### 15.4 Length of Holiday

15.4.1 Holidays shall be eight hours.

15.4.2 Non-shift employees who are on a work day longer than eight hours shall use either CTO, vacation or floating holiday time to cover any hours over the normal eight hours.

### 16. Paid Time Off

All probationary and regular employees shall accrue and use paid time off (PTO) consistent with the provisions of this article.

#### 16.1 Definition

Paid Time Off (PTO) is paid leave earned by employees that may be used for vacation, medical appointment, illness/injury, emergency, or personal business such as care of sick family members or school visits or similar appointments. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, workers' compensation, and holiday.

#### 16.2 Conversion

Effective the first full pay period following Council approval, each full-time employee shall receive a one-time, 60 hour credit for PTO. Employees who do not work a full-time schedule shall receive a pro-rated share of the conversion of PTO.

In addition to the one-time credit, each employee's accrued vacation hours will be converted to PTO hours on a one-for-one basis.

#### 16.3 Accrual

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. All



regular paid hours shall count toward PTO accrual. Time-off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

#### 16.4 Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below:

Effective the first pay period following Council approval of MOU:

<b>Pay Periods of Service</b>	<b>Years</b>	<b>Hrs/pp</b>	<b>Accrual Rate Hrs/Yr</b>
1-26.99	0 to 1	5.0	130
27-130.99	1+ to 5	7.0	182
131-260.99	5+ to 10	8.5	221
261-442.99	10+ to 17	10.0	260
443-650.99	17+ to 25	10.5	273
651 or more	25 or more	11.5	299

Effective September 9, 2018 and thereafter:

<b>Pay Periods of Service</b>	<b>Years</b>	<b>Hrs/pp</b>	<b>Accrual Rate Hrs/Yr</b>
1-26.99	0 to 1	5.5	143
27-130.99	1+ to 5	6.5	169
131-260.99	5+ to 10	8.0	208
261-442.99	10+ to 17	9.5	247
443-650.99	17+ to 25	10.5	273
651 or more	25 or more	11.0	286

Accruals carry over from one payroll calendar year to the next.

#### 16.5 PTO Accrual Cap

An employee may accrue up to 885 hours of PTO. An employee will no longer accrue PTO once the employee reaches the 885 hour cap until the employee uses PTO to reduce the employee's leave balance, or the employee cashes-out PTO time as provided in this Article. It is the employee's responsibility to manage his/her leaves to avoid reaching the accrual cap.

#### 16.6 Scheduling PTO

16.6.1 Employees use 11 hours of PTO leave to take a full day of leave on an 11-hour schedule. An employee may take scheduled or non-scheduled PTO in increments of less than one full day. PTO may be taken in either of two methods, scheduled and non-scheduled, as follows:

a) Scheduled PTO

All employees may take scheduled PTO. Except for illness or emergency, all PTO shall be pre-planned and pre-approved in accordance with any applicable department, division and/or City policy.

b) Non-Scheduled PTO

All employees may take non-scheduled PTO for an unanticipated illness or emergency. On the day of the absence, an employee, or someone on the employee's behalf, must provide notice of non-scheduled PTO at or before the start of the employee's scheduled work day. The notice must designate the absence as either an illness or an emergency. The City may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than unanticipated illness or emergency or circumvents the scheduled PTO process.

An employee's routine use of non-scheduled PTO might cause the City to suspect leave abuse and initiate an investigation. This investigation could include, but is not limited, to requesting that the employee obtain a physician's note concerning an illness which the City suspects is part of a pattern of leave abuse or if the City has information that the employee may not have been ill or injured.

16.6.2 Return to Work Following Illness or Injury

The City may require, with approval by the Human Resources Director or the Director's designee, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive days/shifts.

16.6.3 PTO schedules for Lieutenants and Public Safety Officers will be established separately, and Lieutenants and Officers will select available times from their respective schedules.

16.6.4 Subject to staffing requirements and departmental seniority policies, the represented employee may use PTO for as many consecutive hours as he/she can accrue in one year.

- 16.6.5 Employees are encouraged to schedule and use a minimum of 40 hours of PTO per year.

16.7 Scheduling PTO - Patrol

The following rules apply to the scheduling of PTO for patrol shift personnel:

- 16.7.1 Annual PTO choice for Patrol Lieutenants will be by Team and by seniority with the senior Lieutenant on each Team choosing first. One Lieutenant will be allowed PTO usage from each Team at any one time.
- 16.7.2 Annual PTO choice for Public Safety Officers will be by shift and by seniority with the senior Public Safety Officer on each shift choosing first. PTO choices will be granted as follows: One Officer from each Squad may be granted PTO at any given time.
- 16.7.3 The annual PTO schedule choices shall be assigned prior to any considerations for one-day PTO usage.
- 16.7.4 For each full shift taken, the employee will be charged 11 hours.

16.8 Scheduling PTO - Fire

The following rules apply for the scheduling of PTO for fire personnel:

1. Each Fire Team shall maintain separate scheduled Paid Time Off (PTO) leave lists for Lieutenants and Public Safety Officers (PSOs). Selections shall be made on the basis of seniority.
2. On each Fire Team, no more than one (1) Lieutenant and one (1) Public Safety Officer at a time may schedule a PTO leave period. Two (2) Public Safety Officers from a Fire Team may be allowed on scheduled PTO leave at the same time when total planned usage for the team requires all team members to use the scheduled PTO leave to which they are entitled and / or required to take. When this occurs it is referred to as a double up shift.
3. Double up shifts shall be determined by totaling the amount of earned annual PTO for all Public Safety Officers assigned to a particular Fire Team and comparing this total to the number of shifts available during their schedule year. If the earned annual PTO leave is greater than the number of shifts available during the schedule year, the difference shall become the specified number of double up shifts. If the earned annual PTO leave is less than the number of shifts available during the schedule year, there will not be any double up shifts. If the earned annual PTO leave is greater than the number of double up shifts available during the schedule year the difference shall become the specified number of triple up shifts. (3 PSOs on annual scheduled PTO leave on one shift at the same time). The formula used to determine the number of double/triple up shifts is: *Total Annual Accruable Hours for PSOs minus 2080 divided by 17.1.*

4. If a scheduled PTO leave period is canceled by the individual that originally requested that period, the availability of that period shall be made known to all members of the affected Team. On the basis of seniority, members may request that canceled period. The management supervisor may take the following into consideration when reviewing scheduled PTO leave requests for a canceled period:
  - a. If the canceled period occurred during a double/triple up shift, then the canceled period will not be made available for selection (if there are no more double/triple up shifts available).
5. For each full shift taken, employee will be charged 17.1 hours. Partial day absences will be converted in accordance with the conversion table located in the City Administrative Policy.

16.9      Scheduling PTO – Other than Fire and Patrol Line-based personnel.

The department may authorize the use of PTO to the extent allowed by operational need. Annual PTO choice will be by seniority.

16.10     PTO Cash-Out

One time each year, each employee may cash-out accrued PTO in the last pay day in October when they make an irrevocable election in the prior calendar year for the amount of leave they wish to cash out.

An employee may cash-out up to 160 hours of PTO each year, so long as the employee maintains a balance of at least 120 hours.

The City will compensate the employee for the cashed-out hours at the employee's base pay rate at the time of the cash-out. The minimum number of hours that may be cashed out is 8 hours.

16.11     PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with City Manager or designee approval, may use accrued available PTO to extend the date of separation or retirement within the same calendar year.

16.12     PTO Donation

An employee may donate PTO to another City employee who has experienced a serious illness or injury that is not fully covered by the injured or ill employee's PTO and/or other City leave programs. The specific application of this program is set forth by the applicable provisions in the City's Salary Resolution.

17.      Deleted

18. Bereavement Leave

An employee is entitled to bereavement leave in the amount not to exceed 40 hours where death has occurred:

- 18.1 to an employee's spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren;
- 18.2 to the father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner.
- 18.3 Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director.
- 18.4 The City reserves the right to require proof of death from the employee within 60 days, or longer if there is good cause.

19. Deleted

20. Paid Medical Leave (PML)

- 20.1 Employees may be authorized up to 40 hours of interim PML from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26th pay period the interim PML shall terminate, including any unused amount.

For non-sworn employees, the total allowable PML for work-related and non-work related paid medical leave is 40 hours.

For sworn employees, the 40 hours PML is applicable for non-work related illness/injury. Work-related illness/injury will be subject to Labor Code Section 4850.

- 20.2 After completion of 26 consecutive pay periods of services, employees shall be required to use PTO or other available leave for the first 120 hours of absence for the illness or injury. Following the employee's use of PTO for the first 120 hours, the City will cover the remaining time period in PML for the same illness or injury for the employee for up to 90 calendar days. After 90 days, the employee shall become eligible for Long Term Disability.

- 20.3 PML may be authorized by the management staff in accordance with procedures set forth in the Administrative Policy Manual.

21. Medical Leave and Pregnancy Disability Leave

- 21.1 Family and Medical Care Leave: Bargaining unit members who qualify for leave in accordance with the family and medical care leave acts (i.e., the Family and Medical Care Leave (FMLA) and the California Family Rights Act (CFRA) shall be eligible for up to 12 weeks of leave in a 12 month period in accordance with the City's Administrative Policies as well as the law. Members who are eligible for this leave (those who have worked for the City for at least 12 months and who have worked at least 1,250 hours in the preceding 12 months) are entitled to receive their health insurance benefits (medical, dental and vision) paid for while on leave to the same extent as if they were not on a leave of absence. The Administrative Policies addressing the FMLA/CFRA provide all of the definitions of who is covered, for what reasons leave must be taken as well as notice requirements, medical certification responsibilities, and job protection.
- 21.2 Pregnancy Disability Leave: The parties acknowledge that all female bargaining unit members are entitled to pregnancy disability leave in accordance with the law and as more fully described in the City's Administrative Policies. During the period of disability caused by pregnancy, bargaining unit members will continue to receive health insurance benefits if they would be eligible to receive such benefits in accordance with the Family and Medical Care Leave Acts as described in Article 21.1 or if they were in paid status because of the use of accrued leave to cover the absence.

Every effort will be made to accommodate a pregnant employee so that she can continue working. Examples of such accommodation include, but are not limited to: job restructuring, alternative job placement or assignment, or other temporary options.

The City agrees to welcome input from PSOA to develop a clear understanding of which assignments/job tasks/restructuring would be available that may meet the needs of the City and of the employee.

22. Deleted

23. Bilingual/Translator Pay

- 23.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Bilingual/Translator skills if they meet the following criteria:
- a. Certification by the Director of Public Safety that a particular assignment

involves need for the required skills on a regular basis; and

- b. Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at a proficiency level deemed appropriate by the Director of Human Resources.
- 23.2 Qualifying languages are: Cantonese, Japanese, Mandarin, Portuguese, Sign Language, Spanish, Tagalog, Thai, and Vietnamese, Farsi, and other language(s) deemed appropriate by the City.
- 23.3 Bilingual/Translator Pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular basis.
- 23.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.
- 23.5 Payment shall be:
- a. Fifty dollars (\$50.00) per month/twenty-three dollars and seven cents (\$23.07) per pay period for intermediate proficiency; or
  - b. Eighty-five (\$85.00) per month/thirty-nine dollars and twenty-three cents (\$39.23) per pay period for advanced proficiency.

24. Special Assignment Pay

- 24.1 Public Safety Officers and Lieutenants who are assigned to one or more of the following temporary special assignments shall receive an additional 4.625% of base pay for each full pay period that they work in one or more of those assignments:

Canine Handler Officer  
Crime Prevention Lieutenant  
Crime Scene Investigator Officer  
Desk Officer (excludes secondary desk officer on light duty)  
EMS Training Lieutenant  
Fire Team Coordinator Lieutenant  
Fire Training Lieutenant  
Patrol Training Officer (PTO)  
Fire Training Officer (FTO)  
12 Hazardous Material Team Officers and 3 Lieutenants  
Professional Standards Lieutenant  
Investigations Officer and Lieutenant  
Neighborhood Resource Officer  
Police Training Lieutenant

Recruitment and Selection Officer and Lieutenant  
Range Master/Armorer Officer  
Traffic Safety Unit Officer and Lieutenant  
Office of Emergency Services Lieutenant  
Truck Trainers  
Patrol Staff Lieutenant  
Staff Maintenance Officer  
Patrol Scheduling Lieutenant  
Haz-Mat/Truck Trainer (see information below)

For the dual specialty position of Haz-Mat/Truck Trainer, employees assigned to such assignment shall receive 7.5% of base pay for each full pay period that they work such assignment, instead of the 4.625% mentioned above.

The above list contains possible special assignment positions that shall receive additional pay if filled, but does not require that each special assignment position be filled. Placement to one of the above special assignments is at department discretion.

- 24.2 The parties agree that the City has the right to modify the special assignment list set forth in 24.1 above. If a disagreement arises over modifying the special assignment list, the parties agree to meet and confer in an effort to resolve the disagreement.

25. Canine Handler

Time spent in the off duty care and maintenance and training of a police canine is compensable at \$15.00 per hour. It is agreed that canine handlers will be paid one-half hour per day in which they perform such care and feeding. During negotiations, the parties have analyzed the amount of time needed for canine handling, and agree that the estimated one-half hour per day is reasonable and consistent with FLSA requirements.

26. Working Out of Class

This article distinguishes between a long-term assignment and a short-term assignment. Long-term assignments are those of more than 30 days; short-term assignments are for 30 or less days.

26.1 Long-term Out-of-Class Assignments

Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to work out-of-class as acting Lieutenants or Captains, respectively, when there will be no Lieutenant or Captain available on regular time to cover an authorized position for at least four (4) consecutive weeks. Assignment due to a vacancy because of resignation, retirement or termination can only occur if no valid eligible list exists.

When such acting assignment is made, the persons so assigned carry the same order of



authority of a regular appointee in accordance with department policies.

Employees assigned to long-term out-of-class assignments must meet the minimum qualifications of the higher level position.

#### 26.2 Short-term Out-of-Class Assignments

Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to work out-of-class as Lieutenants or Captains, respectively, when there will be no Lieutenant or Captain available on regular time to cover an authorized position for at least two (2) consecutive weeks. A short-term out-of-class assignment cannot exceed 30 days.

Employees assigned to short-term out-of-class assignments do not need to meet the minimum qualifications of the higher level position.

#### 26.3 Compensation for Working Out-of-Class

Any employee who is required by the City to work in a higher capacity for a minimum of two (2) full weeks shall be compensated at a rate of pay which is five percent (5%) above the employee's normal pay. If the out-of-class status is unknown in advance, pay will be retroactive to the date the responsibility was assigned.

The employee shall retain all of the same benefits as normally provided in the employee's regular classification and assignment except that if the out-of-class assignment changes from a shift to a non-shift schedule or from a non-shift to a shift schedule, the in-lieu of holiday provisions will be provided.

#### 26.4 Overtime Provisions While Working Out-of-Class

Under either a long-term or short-term assignment, Officers or Lieutenants working out-of-class may be assigned overtime in their permanently held rank according to the policies for assignment of overtime or in the out-of-class assignment, during which time they receive out-of-class pay for the overtime worked.

#### 27. Stand-By Pay

The City will pay one-half the straight time rate for stand-by duty provided the authorization for stand-by has been given by the department supervisor in advance.

#### 28. Call-Back

##### 28.1 Call Back Pay

When called back to work, an employee shall receive compensation for a minimum of two (2) hours at the overtime rate.

Call back pay for an actual emergency requiring immediate response or to backfill for employees working an actual emergency, also requiring an immediate response, is to begin at the time the call is received by the employee.

Call back pay for a non-emergency case investigation, routine overtime, etc., is to begin at the time work is actually started by the employee.

## 28.2 Court Appearance Pay

Employees shall receive a minimum of four (4) hours at the overtime rate for scheduled court appearances, provided the following conditions are met:

28.2.1 the appearance occurs either during the officer's scheduled day off, or

28.2.2 between assigned work shifts. In this case, the four (4) hour overtime minimum applies, provided:

- a) The appearance is not immediately following the conclusion of the employee's previous regular or overtime assignment (must be a break between assignments), and
- b) There are four (4) hours or more before commencement of the employee's next scheduled regular or overtime work assignment.

28.2.3 The overtime minimum of four (4) hours should not overlap with any other scheduled regular or overtime shift hours. The only exception to this rule is for Voluntary Response Pay as outlined in Article 29 herein. Both overtime minimums shall apply, regardless of overlap.

28.2.4 Scheduled regular assignments both before and after an off-duty court appearance may be subject to adjustment by management to ensure sufficient time off between assigned work shifts. Furthermore, if a court appearance between shifts runs for an extended period, thus preventing sufficient time off between regular work shifts, the following options shall apply, with prior management approval:

- a) the officer may elect to receive the overtime minimum compensation, and:
  - i. use leave hours to achieve 8.0 hours off before reporting to work the remainder of their regular shift, or
  - ii. report for work after having taken off 8.0 hours at the conclusion of the court appearance, then work their scheduled number of work hours, or

- b) the officer may elect to waive the overtime compensation and consider the court appearance time as straight time towards satisfying their next regular shift work hour norm.

28.2.5 In any situation where there are not four hours separating scheduled court appearance times in the same day, the following rules apply:

- a) for two or more separate court appearances, and if there is a start time before noon, and a second start time at noon or after, there shall be two (2) four-hour overtime minimums; provided, however, that the employee must have been released from his/her first court appearance.

- b) if two or more separate court appearances were either scheduled all before noon, or scheduled all at noon or after, and the start times are less than four hours apart, there shall be only one overtime minimum paid.

28.2.6 Should a single court appearance exceed four (4) hours in duration, the officer will receive overtime compensation continuously until released from their court appearance. Court-mandated breaks during an officer's court appearance are considered hours worked.

28.2.7 When a court appearance is for telephonic testimony, the minimum two (2) hour overtime shall apply; the minimum four (4) hour court overtime rate referenced above does not apply. Employee shall receive a minimum of two (2) hours at the overtime rate if testimony is given.

## 29. Voluntary Response Pay

29.1 Any off-duty employee who voluntarily responds to prescribed emergencies in compliance with departmental policy shall not be considered called back to duty, but shall receive extra-time pay as follows:

- (a) Between the hours of 6:00 a.m. and 10:00 p.m., the employee shall receive extra time pay for time worked, to the nearest 1/10th of an hour or two (2) hours, whichever is greater, for each separate emergency response.
- (b) Between the hours of 10:00 p.m. and 6:00 a.m., the employee shall receive extra time pay for time worked, to the nearest 1/10th of an hour or four (4) hours, whichever is greater, for each separate emergency response.
- (c) For those on holiday or vacation leave, the extra-time pay shall be in addition to the holiday or vacation pay and shall not terminate the leave status of the employee. Public Safety management has the full authority to determine the number and type of response units for fire/police.

- (d) Notwithstanding the above, if an employee responds within two (2) hours of the beginning or end of his/her shift on a call occurring between 6:00 a.m. and 10:00 p.m., or within four (4) hours of the beginning of his/her shift on a call occurring between 10:00 p.m. and 6:00 a.m., the minimum shall not apply.
- (e) No employee shall be paid for a cancelled call unless the employee responds to the scene or station within 30 minutes of the dispatch call.

30. Compensatory Time Off (CTO)

30.1 An employee assigned to:

Special Operations,  
Recruitment, Selection, and Training,  
Training,  
Administration, or  
Professional Standards

may elect compensation for overtime in the form of Compensatory Time Off (CTO).

30.2 Such CTO shall be paid at the rate of time-and-one-half.

30.3 At no time may an employee accrue a "present balance" of more than one hundred (100) hours of CTO.

30.4 CTO shall not be paid except as provided in 30.7 or 30.8 below or upon termination of the employee.

30.5 Rules for Use of CTO:

An employee may use his/her accrued compensatory time off provided that:

30.5.1 Such time off does not "*unduly disrupt*" the organization, and

30.5.2 The employee provides "*reasonable notice*" of the desire to take the compensatory time off.

"*Unduly disrupt*" is defined as a request that places an unreasonable burden on the Department's ability to provide service to the community. "Provide service to the community" includes, but is not limited to: dropping below the established minimum staffing level; providing increased staffing needs resulting from a natural disaster, labor unrest, or a dignitary visit.

"*Reasonable notice*" shall mean that the officer will provide not less than 7 days notice prior to the requested compensatory time off.

30.5.3 Approval of CTO will not be given more than 30 days in advance.

30.5.4 CTO Request Procedure:

1. The officer submits the request to take CTO to his/her supervisor. The request will be approved if it complies with the above rules and it does not require an overtime replacement officer.
2. Officers requesting compensatory time off will have a lower priority than officers off on other types of leave. As an example, when overtime is needed to replace an officer off on vacation during the same time period that an officer has requested compensatory time off, the vacation relief shift shall be filled first.

30.6 An employee may choose whether to carry over or to cash out a maximum of fifty (50) hours of CTO from one twelve month period to the next. To be eligible to cash out CTO, an employee must submit an irrevocable election form in the calendar year preceding the cash-out specifying the number of hours that he/she irrevocably elects to cash out.

30.7 At the end of the first pay period ending in November, CTO that is cashed out shall be paid at the employee's rate of pay on the check issued in that pay period.

30.8 If an employee is transferred out of:

Special Operations,  
Recruitment, Selection, and Training,  
Training,  
Administration, or  
Professional Standards

all remaining CTO shall be paid off at the time of the transfer at the employee's rate of pay.

## 31. Special Practices

### 31.1 Court Mileage - Personal Vehicle

An employee shall receive reimbursement for parking up to ten dollars (\$10.00) per day, and mileage reimbursement at the standard City rate for use of the employee's personal vehicle for Court appearances outside of Sunnyvale but within Santa Clara County. Payment will be made quarterly upon submission of approved application for

mileage reimbursement and submission of parking receipts.

31.2 Clothing Allowance

Effective the first pay period in the month following Council approval, the City shall provide a clothing allowance of \$75.00 per month to each employee assigned to the below listed assignments. The allowance will be paid during the month following the month of duty covered by the allowance.

Detectives  
Bureau of Professional Standards  
Office of Emergency Services

31.3 Hazardous Materials Response Team Physicals

City agrees that any employee assigned to the hazardous material response team shall be eligible for a City paid or provided physical once every two years - or annual physical if recommended by the physician providing the physical for the term of the employee's City employment. Employees may use the City contract doctor or may choose to utilize their own doctor for their HazMat physical examination. For those employees choosing to utilize their own doctor, the City will reimburse them for actual out of pocket costs to utilize their own doctor, not to exceed the amount that the City pays for physical examinations through its contract doctor. Employees choosing to utilize their own doctor must require their doctor to conduct the same physical examination as specified in the City's contract and provide a written report to the City.

32. Educational Incentive Program

32.1 Employees who meet the criteria listed in Section 32.4 below shall receive educational incentive pay in the following amounts beginning on the first day of the pay period following the day he/she meets all of such criteria:

32.2 An employee shall receive 2-1/2% in addition to his/her base hourly rate if he/she has a Bachelor's Degree

32.3 An employee shall receive 5% in addition to his/her base hourly rate if he/she has a Master's Degree or a Juris Doctor

32.4 Additional criteria:  
A Public Safety Officer must be on Step 6;

32.5 A Public Safety Lieutenant must have been employed within the City's Public Safety series long enough to have reached Step 6, if all such employment were as a Public

Safety Officer; and

- 32.6 Present to the Department of Human Resources proof that the employee has a degree earned from an accredited educational institution of higher learning.

"Accredited", as defined in Education Code Section 94302(a) and for the purpose of this definition, means that an institution has been recognized or approved as meeting the standards established by an accredited agency recognized by the United States Department of Education, or the Committee of Bar Examiners for the State of California. It shall not include those institutions that have applied for accreditation, or are identified by accrediting associations as candidates for accreditation, or have provisional accreditation.

In determining "agencies recognized by the United States Department of Education", reference will be made to sections of the booklet, Accredited Institutions of Post Secondary Education, published by the Council on Post Secondary Education of the American Council of Education, entitled, Keys to Institutional Accrediting Bodies and Keys to Specialized Accrediting Bodies. In determining whether a college or university is accredited, reference will be made to the list of accredited institutions in this same publication.

33. Emergency Medical Technician (EMT) Certification

All personnel who acquire and maintain EMT certification shall receive a four percent (4%) differential in addition to his/her base hourly rate effective the first full pay period of July 2008. The differential shall be paid beginning the first full pay period certification is attained and shall be withdrawn at any time the certification is not current.

34. Safety Equipment

- 34.1 The City shall furnish the following safety equipment to all employees:

firearm,  
holster,  
gun belt,  
spare magazine with case,  
ammunition,  
handcuffs with keys and case,  
flashlight with belt carrier,  
whistle with strap,  
baton with strap ring,  
pen or pencil,  
rain equipment,  
turnout helmet with face shield  
turnout coat with standard inner lining,

turnout pants with standard inner lining,  
turnout boots,  
turnout gloves,  
ballistic vest, and  
any other safety equipment required by the City, State or Federal Regulations.

- 34.2 Only safety equipment issued by the City shall be used and/or worn.
- 34.3 Such safety equipment shall be provided and used as set forth in the departmental General Orders Manual.
- 34.4 Employees assigned to motorcycle duty during the duration of the assignment to motorcycle duty:
- motorcycle boots,  
riding breeches,  
leather motorcycle jacket,  
leather gloves,  
plastic safety helmet,  
suitable eye protective glasses for day duty, and  
suitable eye protective glasses for night duty.
- 34.5 Donning and Doffing: Effective the first full pay period in July 2008, Public Safety Officers shall receive a stipend equal to one point three seven three percent (1.373%) of their base pay and Public Safety Lieutenants shall receive a stipend equal to point eight percent (0.8%) of their base pay to compensate for time spent on pre and post shift activities such a donning protective gear, inspecting weapons and vehicles, and performing other activities integral to their job. The parties acknowledge that by providing this stipend they are resolving any and all potential liabilities arising from IBP, Inv. V. Alvarez (2005) 126 S. Ct. 514 or similar cases.

35. Uniforms

- 35.1 Uniforms required by the City shall be provided by the City.
- 35.2 The City will reimburse for one (1) pair of uniform boots/footwear (Patrol/Structural Firefighting) of the officer's choice which meet the criteria established by the Department Uniform and Equipment Committee. The City shall pay up to \$100.00 per year toward the cost of such boots/footwear. The employee shall pay the balance. The City will maintain the serviceability of the shoes by paying for repairs or replacement (up to the above rate), as deemed necessary by the Department.

In addition to the above reimbursement, for personnel assigned to SWAT, Wildland (assigned to a designated Wildland Fire Station or on the Wildland call-out list), or



Task Force 3, the City will reimburse for one (1) pair of uniform boots of the officer's choice which meet the criteria established by the Department Uniform and Equipment Committee. The City shall pay up to \$220.00 once every five (5) years towards the cost of such boots. The employee shall pay the balance. The City will maintain the serviceability of the boots by paying for repairs or replacement (up to the above rate) as deemed necessary by the Department.

36. Officer Appearance

- 36.1 Officer appearance shall be consistent with the standards established in the departmental General Orders Manual.
- 36.2 Officer appearance standards will be discussed at the Uniform and Equipment Committee, with recommendations for any changes made to the Director of Public Safety for final decision.

37. Patrol Vehicle Comfort and Safety

The City will maintain a management-employee committee to review the specifications of patrol vehicles regarding comfort and safety. The City will continue to provide comfort and safety to current specifications.

38. Assignment to Special Limited Duty Project

- 38.1 Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to special limited duty projects.
- 38.2 Any employee who is required by the City to work in a special limited duty project for a minimum of two (2) full weeks shall be compensated at the rate of pay which is five percent (5%) above the employee's normal base pay. Compensation shall be based on actual hours worked during the assignment.
- 38.3 The details of the project must be included in the comments section of the Personnel Action Form and submitted to the Department of Human Resources.
- 38.4 Such assignment shall be limited to three (3) months.

However, if the project has not been completed, the assignment may be reviewed for continuation and extended in up to three (3) month intervals not to exceed a total of one (1) year. Any extension beyond the initial three (3) months shall be by mutual agreement between the Department and PSOA. Such extensions must be documented on a Personnel Action Form and submitted to the Department of Human Resources.

39. Temporary Position Reassignment

- 39.1 Due to the need to adequately staff the various assignments, a need for a temporary reassignment of position may be required. In such case, the intent is to keep the employee whole.
- 39.2 So that an employee whose present position carries Floating Holiday and/or Compensatory Time Accrual eligibility and who is reassigned to a position ineligible for these leaves not lose eligible Floating Holiday hours or accrued compensatory time for potential use upon return to the employee's present position, the following shall occur at the point of the temporary reassignment of position:
- a. Compensatory Time Off (CTO) – hours accrued to date shall be banked until such time the employee returns to his/her regular position assignment. In the event of a permanent reassignment to a non-eligible position, such as one occurring during annual changeover, CTO shall be paid off to the employee. In the event the employee does not return to his/her regular assignment prior to the annual CTO payoff/carry-over period, CTO will be paid off to the employee and/or carried over, as would normally occur at the end of this period.
  - b. Floating Holiday – if the employee has not used available floating holiday, based on a pro-rata amount up to the date of reassignment, those hours will be banked until such time as the employee returns to his/her regular position assignment. In the event the employee does not return to his/her regular assignment prior to payroll calendar year-end, the floating holiday hours will be paid off to the employee, as would normally occur at the end of the year. If the employee has used more than the pro-rata floating holiday hours available, the hours over used will be adjusted against vacation leave, as is standard practice, at the time of reassignment.
- 39.3 If the employee's current position is eligible for special assignment pay and the employee is temporarily reassigned to a position ineligible for specialty assignment pay, then either:
- a. the employee shall instead be provided with temporary reassignment pay of 4.625% in lieu of special assignment pay; or
  - b. in the event that the collateral assignment is maintained, the special assignment pay shall continue.
- In no case shall an employee receive both specialty assignment pay and temporary reassignment pay.
- 39.4 The provisions referenced above are being provided in recognition of the fact that it may be necessary to change assignments with limited notice, and that the

temporary reassignment is expected to be short-term.

- 39.5 Temporary reassignment shall be documented on a Personnel Action Form, with notation, if applicable, regarding Floating Holiday (hold balance or adjust over usage), Compensatory Time accrual (hold balance) and/or special assignment pay (converted to temporary reassignment pay), and submitted to the Department of Human Resources.

Such assignment shall be reviewed every three (3) months by the Department of Public Safety in order to determine if staffing is sufficient enough to return the employee to his/her regular assignment. If the reassignment is to continue, the extension must be documented on a Personnel Action Form, submitted to the Department of Human Resources.

- 39.6 These provisions are being adopted to address specific short-term staffing needs and are not intended to change any other MOU provisions, past practice, or policies nor to set precedent if, inadvertently, these provisions affect other MOU provisions, practice, or policy.

40. Deferred Compensation

The City's deferred compensation program shall be available to employees represented by PSOA according to the provisions of the plan currently in effect.

41. Association Leave Bank

- 41.1 Effective the first full pay period ending in July of each year, each active PSOA-represented employee will contribute to the PSOA Leave Bank by donating 0.5 hour (1/2 hour) of his/her accrued vacation leave. The contribution will be deducted from each employee's accrued vacation leave, and the total hours credited to the PSOA Leave Bank for use by the Association President or his/her Executive Board designee.

- 41.2 However, if at the end of the fiscal year, the PSOA Leave Bank has a balance of more than 200 hours, the exchange of hours described above will not occur.

- 41.3 If an employee has no vacation leave available, no deduction will occur nor will a deduction occur at any time prior to the next annual leave bank cycle. In addition, employees hired during the year will have no deduction until the following annual leave bank cycle. Employees separating employment during the year will receive no credit for or return of the hours contributed to the Leave Bank.

- 41.4 If there are any unused hours in the PSOA Leave Bank at the end of the year, these hours will carry over to the following year.

- 41.5 To access usage of leave from the Association Leave Bank, the Association

President will use a specified pay component on his/her timecard.

41.6 Whenever possible, the Association President or his/her Executive Board designee will schedule such leave time so as not to create overtime costs for the Department of Public Safety. The President will give as much advance notice as possible.

41.7 The City assumes no responsibility for how the leave time is used.

42. New Employee Orientation

The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources orientation of new employees.

43. Hours of Work

In circumstances in which an employee is working a continuous combination of fire and patrol duty hours, an employee may not work more than a combined total of 84 hours, of which no more than twelve hour may be patrol-based. Officers and Lieutenants who are assigned to the Bureau of Fire Services may not work in the Bureau of Police Services between the hours of midnight and 0800 without having a minimum of eight (8) hours off before the start of a fire duty shift.

43.1 Fire Duty Schedule

The Fire Duty Schedule consists of a 9-day cycle where each team works one 24-hour shift, followed by 24 hours off duty, works another 24-hour shift, followed by 24 hours off duty, then works a final 24-hour shift, followed by 4 consecutive days off duty.

The Fire Duty Schedule (inclusive of shift trades and volunteered or ordered overtime) is subject to this condition: no employee is to work more than 72 hours of continuous fire duty, not inclusive of a wildland/USAR deployment in the event of a natural disaster, or other unforeseen emergency as defined by the Director of Public Safety or designee.

43.2 Patrol Duty Schedule

43.2.1 Public Safety sworn personnel assigned to Police Patrol shall work the following:

- a. The Patrol Duty Schedule is an eleven (11) hour shift, and provides for a regular rotating pattern of work days and days off. The Patrol Duty Schedule is four (4) days on followed by four (4) days off.
- b. The Patrol Duty Schedule described above results in an officer working 2002 hours per year, 78 hours short of the required base annual work

schedule of 2080 hours per year. Therefore, 78 hours are scheduled as in-service training days; training days not to exceed 9 days per year and will be scheduled contiguous to the work schedule resulting in a five-day work schedule when training occurs. For each training day scheduled, a one-hour lunch will normally be scheduled. When a one-hour lunch is scheduled, one-half (1/2) hour will be paid and one-half (1/2) hour is unpaid.

- c. Schedules shall not be adjusted for more than five hours from the normal duty schedule for training purposes.
  - i.

43.2.2 Officers and Lieutenants working in Patrol will not be allowed to work longer than fifteen (15) consecutive hours except in extenuating circumstances.

43.2.3 With the exception of the hours 0300-0530, the Patrol Duty Schedule will have a minimum of two (2) Lieutenants on-duty around the clock, seven (7) days a week. In addition, minimum Public Safety Officer (PSO) staffing levels will be maintained during certain hours of the day. Minimum PSO staffing levels will be maintained as indicated during the hours specified:

<b>Squad</b>	<b>Schedule</b>	<b>Time frame</b>	<b>Minimum</b>	<b>Optimum</b>
<b>1</b>	<b>0530-1630</b>	0530-1200	10	12
		1200-1800	11	13
<b>2</b>	<b>0700-1800</b>	0530-1200	10	12
		1200-1800	11	13
<b>3</b>	<b>1200-2300</b>	1200-1800	11	13
		1800-2000	11	12
<b>4</b>	<b>1600-0300</b>	1200-1800	11	13
		1800-2000	11	12
		2000-0300	11	13
<b>5</b>	<b>2000-0700</b>	2000-0300	11	13
		0300-0530	6	7
		0530-1200	10	12

The parties understand that the Department of Public Safety is continually attempting to optimize the utilization of staff. The parties agree to discuss any proposed changes to staffing levels and hours. During the term of this agreement, no changes to the schedule listed above shall be made absent mutual agreement.

#### 43.3 Assignment Preferences

- 43.3.1 The City will assign employees to Police Services or Fire Services, or Special Operations using "duty preference statements" in order of seniority whenever practicable, keeping in mind balance of experience and training.
- 43.3.2 After a total of fifteen (15) years of service as a Public Safety Officer and/or a Public Safety Lieutenant with the Department of Public Safety, an employee may select Police Services or Fire Services. The years of service calculation begins when an employee is appointed to PSO I. The employee is considered "15 year qualified" in the team year following completion of 15 years of service with the Department of Public Safety (combined PSO I, PSO II, and/or Lieutenant).
- 43.3.3 After the employee is "15 year qualified", as described in 43.3.2, an employee's selection of Police or Fire Services may occur for up to three (3) consecutive years, at which time the City may assign such employee to either Police Services or Fire Services for up to one (1) year. Thereafter, the employee selection and City assignment shall continue on the same "three year-one year" basis.
- 43.3.4 Article 43.3.3 is not applicable within the first three full years of promotion to Lieutenant or to the administrative assignment by the Chief to Internal Affairs Lieutenant or Office of Emergency Services Lieutenant positions.

#### 43.4 Special Assignments

Special Assignments shall be governed according to the Special and Collateral Assignments and Rotation Policy approved by the Director of Public Safety, in agreement with PSOA through the Joint Resolution Committee process. Such guidelines will be maintained by the Department of Public Safety.

#### 43.5 Reassignment of Personnel

- 43.5.1 Work schedule adjustments and extra time rules when changing work assignments are as outlined below:
  - a. Assignment changes are made concurrent with the beginning of a pay period whenever possible.
  - b. In general, overtime will only be paid when an employee works beyond the scheduled work hours for their assigned position. Note – hours worked past midnight Saturday into Sunday of the new pay period are considered as satisfying the work hour norm for the old assignment.
  - c. Whenever an employee's work schedule is changed, the changeover schedule must provide for a minimum of eight (8) hours

off between shift assignments and follow all FLSA rules.

- d. For exigent circumstances (e.g. earthquake, flood, terrorist event, etc.), the work hours may be shifted temporarily, for a time frame necessary to address the event, at the direction of the Director of Public Safety or designee. For pre-planned special events (e.g. Super Bowl, POTUS visit, etc.) the work hours may be shifted temporarily, not to exceed two (2) weeks, at the direction of the Director of Public Safety or designee. Such change shall not be for fiscal purposes.

43.5.2 Elective/Voluntary Reassignment (annual changeover assignment bid, transfer request, etc.):

- a. When an employee elects a new assignment at the beginning of a team year, or voluntarily initiates an assignment change throughout the team year, work schedule adjustment is as follows:

<b>From (Old):</b>	<b>To (New):</b>	<b>Description:</b>
<b>Fire</b> Team X 0800	<b>Patrol</b> Squad 1 0530 Squad 2 0700 Squad 3 1200	8.0 hours PTO to be taken on first NEW Patrol shift from 0800-1600, then 3.0 hours worked (or PTO) satisfy 11.0 hour work norm for the first NEW shift; alternatively, the employee has the option to elect to work straight through for 11.0 hours (0800-1900 hours)
<b>Patrol</b> Squad 4 0300  Squad 5 0700	<b>Fire</b> Team X 0800	3.0 hours PTO to be taken on first NEW Fire shift from 0800-1100 7.0 hours PTO to be taken on first NEW Fire shift from 0800-1500
<b>Patrol</b> Squad 3 2300  Squad 4 0300  Squad 5 0700	<b>Patrol</b> Squad 1 0530  Squad 1 0530 Squad 2 0700  Squad 1 0530 Squad 2 0700 Squad 3 1200	After an employee has been provided the requisite 8.0 hours off following the conclusion of the OLD assignment, the employee will need to work or use leave equal to 11.0 hours in order to meet work hour norms for the first NEW shift (e.g. may either take 11.0 hours of PTO for entire first Patrol shift, or may elect to work part of those 11.0 hours and charge the balance to PTO)

- b. If there is no intervening day off between old and new Patrol

assignments after five (5) consecutive days have been worked, then the first new shift will be taken off and the employee must work or take leave elsewhere in the pay period to meet their work hour norm.

43.5.3 Administrative Reassignment (non-elective assignment changes):

- a. When management elects to assign an employee to a shift not of the employee's choosing, the following work schedule adjustments shall apply where there is no intervening day off between the old and new work assignments\*:

Fire to Patrol: the first new Patrol shift will be given as a day off.

Patrol to Fire: the employee will be given a minimum of 8.0 hours off between the old and new assignment.

Team to Team (Patrol): the first new Patrol shift will be given as a day off.

\* Any deficit in work hours due to administrative reassignment will not require the use of personal leave.

44. Shift Substitution

Public Safety Officers and Lieutenants shall be entitled to substitute twelve (12) tours of duty exclusive of substitutions for educational or civic activities among each other by mutual agreement. Such substitutions shall be subject to these conditions:

- 44.1 Request must be submitted by the parties to the substitution indicating the shift or tour of duty for which the substitution is to take place and will acknowledge that the City will not be held liable for:
  - i. any extra time involved in the fulfillment of the agreement by either party to the agreement to satisfy the conditions agreed to, and
  - ii. any incidents occurring to the party off the job as a result of the shift or tour of duty.

The methodology utilized to make such request shall be determined by the Department of Public Safety, and may include a written statement signed by both parties or completion of the request on a secure web-based system, such as the Fire Internal Website (DAISY/DPSWEB), or other similar system.

- 44.2 The substitution must be approved in advance by the Team Captain or his/her designee, as may be determined by the Director of Public Safety.



- 44.3 The person initiating the trade is to be charged.
- 44.4 The trade and its repayment will not be subject to extra time provisions.
- 44.5 Shift and tour of duty trades will be made only between qualified persons as determined by both parties' Captain(s). Ordinarily, a 12-hour fire shift trade will equal an 11-hour patrol shift.
- 44.6 Deleted
- 44.7 No shift substitutions nor paybacks will be approved for scheduled patrol or fire tower training days or special training days scheduled at the beginning of the schedule year by the Training Lieutenant except under extenuating circumstances and approved by the appropriate Public Safety Captain.
- 44.8 Shift trade paybacks will be allowed only on regular days off. Fire personnel assigned to fire Operations on a 24-hour shift, no shift substitution shall be allowed which results in an employee working more than 72 hours of continuous duty. For personnel assigned to Police Operations, no shift substitution shall be allowed which results in less than 8 hours off between shift assignments.
- 44.9 Shift substitutions shall be approved only for employees whose overall rating on the most recent achievement audit was at least competent.
- 44.10 Every instance of shift substitution for personal reasons shall be counted as one shift trade regardless of whether it is a full shift or a portion of a shift.
- 44.11 Definitions of "civic activities" for purposes of Substitutions of Shifts:

Active participant in an event as a member or officer of:

Department Pistol Team  
Department Fire Brigade  
Department or City-Sponsored project  
Civic or service-oriented clubs (Lions, Rotary, Kiwanis, etc.)  
School District sponsored Parent Teacher Associations (PTA)  
Coach of children's athletic teams  
PSOA basketball and softball leagues  
PSOA business functions

- 44.12 Definition of "educational activities" for purposes of substitution of shifts:

Those educational courses which would ordinarily qualify for reimbursement by the City or be otherwise directly related to Public Safety.

45. Selection Appeal Procedure

- 45.1 Job applicants may file an appeal of the selection process based only on one of the following:
    - 45.1.1 The employee's completed application form is in dispute;
    - 45.1.2 Assertions that the employee's experience, training, education, etc., as detailed on the employee's application, meets the qualifications as advertised in the job announcement;
    - 45.1.3 Assertions that the City's selection procedure was not followed;
    - 45.1.4 Assertions that the employee has been discriminated against on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical conditions, marital status, or Association membership in any aspect of selection.
  - 45.2 In such cases, the employee shall file a written statement specifying the dispute and requesting a review before the Director of Human Resources.
  - 45.3 Such statement must be submitted within seven (7) calendar days after the applicant knew or should have known of the problem prompting the appeal pursuant to 45.1.1, 45.1.2, 45.1.3 or 45.1.4 above.
  - 45.4 A review before the Director of Human Resources or designee shall be set for a time that is within seven (7) calendar days of receipt of the appeal.
  - 45.5 A fair and impartial review shall be held with the Director of Human Resources or designee to consider the facts and circumstances of the appeal. Applicant may submit any pertinent materials. If the appeal relates to an oral interview in which the Director of Human Resources participated, the appeal will go directly to the Assistant City Manager for the final determination (see 45.8 below).
  - 45.6 The Director of Human Resources or designee will provide a written response to applicant within seven (7) calendar days.
  - 45.7 Should applicant still be dissatisfied with the response, he/she may request within seven (7) calendar days a further review before the Assistant City Manager or designee who is at least at the Department Director level.
  - 45.8 Assistant City Manager or designee shall hold a review within seven (7) calendar days from the date of the appeal to further consider the facts and circumstances of the appeal. Assistant City Manager or designee shall make a final decision and notify applicant within fourteen (14) calendar days of the appeal.
46. Grievance/MOU Interpretation Impasse Procedure

## PREAMBLE

The parties agree that this grievance procedure is designed to resolve labor management issues in a way that maximizes the chances of mutual agreement. The communications/appeals process described below should also maximize harmonious, respectful, and polite communications, whether up or down the chain of command.

## DEFINITIONS

1. Grievance. A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Employee Handbook, City Ordinance, City Code, or Departmental Policy, rules or regulations covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the employees or the association. The content of Employee Performance Audits is not grievable.
2. Written Grievance. A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's name, representative's name, if any; the specific section of the MOU, Employee Handbook, City Ordinance, City Code, or Departmental Policy alleged to have been misapplied, a specific description of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.
3. Grievant. A grievant is an employee, a group of employees or the Association. A grievant may file a grievance, as defined above. Alleged misapplication which affects more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Work day is defined as Monday through Friday exclusive of holidays as provided by the City's holiday schedule.

## GRIEVANCE PROCEDURE

1. Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate management supervisor in an attempt to resolve the grievance. The management supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.
2. Written Grievance.
  - A. Level 1: If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within twenty (20) calendar days from the event giving rise to a grievance, or from the date the employee should reasonably have

been expected to have knowledge of such event, file a formal written grievance with his/her most immediate management supervisor of the rank of Captain. The Captain shall, within seven (7) work days from the receipt of the grievance, meet the grievant and give a written response to the grievant on the original grievance form.

- B. Level 2. If the grievant is not satisfied with the written response from his/her most immediate Captain, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with his/her Deputy Chief. Within seven (7) work days of receipt of the written appeal, the Deputy Chief shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form.
- C. Level 3. If the grievant is not satisfied with the written response from his/her Deputy Chief the grievant may, with seven (7) work days from the receipt of the response appeal the grievance to the Director of Public Safety. Within seven (7) work days of receipt of the written appeal, the Director of Public Safety or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.
- D. Level 4. If the grievant is not satisfied with the written response of the Director of Public Safety, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the Director of Human Resources. Within seven (7) days of receipt of the written appeal, the Director of Human Resources (or designee) shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.
- E. Level 5. If the grievant is not satisfied with the written response of the Director of Human Resources, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the City Manager. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which shall be final and binding, except as provided, below, in CONFIRMABLE ARBITRATION.

#### GENERAL PROVISIONS

- 1. The time limits set forth herein above are to be strictly followed. Time limits may be waived by mutual agreement.
- 2. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered denied.
- 3. If the original grievance is modified at any step, it shall be considered a new

grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless, modified in writing by mutual consent of the parties.

4. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
5. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
6. Formal levels may be waived by mutual consent of the parties.
7. If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) work days after notification, such opportunity shall be considered waived, and the proposed settlement shall be implemented and the matter closed.
8. Although grievances will normally be filed at the first level, the parties recognized that certain grievances, due to their nature, should be more appropriately filed at a higher level. The parties therefore agree that grievances should be filed at the lowest level wherein the incumbent has the authority to resolve such grievance.
9. By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

#### IMMEDIATE ARBITRATION

1. If the Association reasonably believes the City has violated or is threatening to violate this MOU in a manner which will result in irreparable injury if processed through the normal grievance process, the Association may submit the grievance under the following expedited procedure. An “irreparable injury” is any injury that cannot be cured after the fact. For example, a suspension or pay reduction would not be an irreparable injury because it could be cured by a backpay award. However, the City’s cancellation of an employee’s honeymoon vacation could be an irreparable injury because it cannot be cured after the fact.
2. A grievance under this procedure shall be submitted directly to the Third Level (Director of Public Safety) of the grievance procedure and shall be processed in an expedited manner (i.e., all responses shall be due within three (3) days). If the grievance is denied at any level, the grievance shall be deemed immediately appealed to the next level of the grievance procedure at the time of the denial. As soon as the grievance is filed/submitted at the Third Level, the parties shall commence immediately to pick an arbitrator and attempt to arrange for an

arbitration hearing before the threatened action (these actions will be parallel to pursuit of the grievance steps described herein).

3. If the grievance is denied at the Fifth Level, the grievance shall immediately be submitted to Confirmable Arbitration.
4. It is the intent of the parties to have the arbitrator rule, one way or the other, before the threatened action takes place.

#### CONFIRMABLE ARBITRATION

1. If a grievance has been properly processed through GRIEVANCE PROCEDURE, above, and has not been resolved, then the grievant, through the Association, may appeal the grievance to Confirmable Arbitration.
2. To request confirmable arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) work days of receipt of an answer at Level 5, or ten (10) work days from the last day an answer was possible at Level 5 of GRIEVANCE PROCEDURE.
3. The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.
4. Within ten (10) work days following receipt of the above-referenced list, the parties shall communicate to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
5. Within twenty (20) calendar days following receipt of the notice of appeal to confirmable arbitration, a meeting or discussion shall be arranged by the Director of Human Resources or designee with the employee and appropriate Association representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and within 30 days of the hearing render a written decision with reasons for the decision.

#### Post Hearing Briefs

In the interest of economy and to effect a more expeditious decision-making process, consistent with a just result, the parties contemplate oral arguments only, with no written post-hearing briefs. Where one or both parties believe that the case is factually

or legally complicated enough to warrant post-hearing briefs rather than oral argument, either party may request that the arbitrator permit the submission of post-hearing briefs. Where such a request is made, the arbitrator shall consider the parties' interests in achieving a fair result while minimizing costs and reaching an expeditious decision.

If the arbitrator believes that a case is factually or legally complicated enough to warrant post-hearing briefing, he or she may order that the parties submit such briefs even in the absence of a request by either party.

7. Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. However, this paragraph is subject to the provisions of paragraph 10, hereafter.
8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
9. The decision of the arbitrator shall be final and conclusive (*i.e.*, "confirmed") unless the City acts within fifteen calendar days of the date of the award to exercise an option to take the dispute to Superior Court.
10. The City shall exercise its option by sending written notice to the PSOA within the above-mentioned fifteen day time period. In addition, by doing so it shall incur the financial obligation of paying within sixty days of the written notice from the Association all of its legal fees and costs (including its share of the arbitration costs). In addition, any applicable statutes of limitations for seeking judicial relief are agreed to have been waived by the City, because the Association initially took the matter to Confirmable Arbitration, under this agreement.
11. The PSOA may then take the dispute to the courts. Once a final judgment is entered, if the Association prevails in whole or in part, the City shall be responsible for the totality of the Association's attorney's fees and costs of the prosecution of its case in the judicial forum. These monies shall be paid within sixty days of the judgment.
12. If the City exercises its option as above-described, then the judicial proceedings shall be considered a trial *de novo*, in the same fashion as judicial proceedings are considered when one side or the other rejects court-mandated arbitration.
13. If the arbitration is final and conclusive, as described above, by the City not exercising its option to force the matter to judicial proceedings, then the arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, *et seq.*

## APPEAL PROCEDURE WAIVER

The Association agrees that the procedures set forth herein is the only grievance procedure available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances, Resolutions, or Policies are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer.

### 47. Just Cause

- 47.1 Employees covered by this Agreement shall be disciplined only for just cause. Appeals of disciplinary actions shall normally be processed through the Personnel Board in accordance with Chapter III, Article X, Section 8 of the Administrative Policy. However, at the employee's request, PSOA may appeal a suspension in excess of two pay periods, a demotion, or a termination to Confirmable Arbitration pursuant to Article 46 of this Agreement.
- 47.2 The election of remedies must take place during the period specified in Chapter III, Article X, Section 8, Subd. 1 of the Administrative Policy. However, the Director of Human Resources may agree to extend the time at the Association's request.

### 48. Joint Resolutions Committee (JRC)

- 48.1 The City and the Association agree to establish a committee for the resolution of problems. The parties agree that this committee is formed to resolve labor-management issues in a way that maximizes the chances of mutual agreement. The communications process should also maximize harmonious, respectful, and polite communications, whether up or down the chain of command.
- 48.2 The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Association. To promote a problem-solving approach, the parties agree that decision making shall be by consensus.
- 48.3 Consequently, the parties agree to meet monthly to discuss any issue concerning the rights of either party or the relationship between the City and the Association or the City and employees the Association represents. The purpose of the meetings is to exchange information and to solve problems. By mutual agreement, the parties may meet more often than once a month.
- 48.4 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.
- 48.5 Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic.



- 48.6 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process,

the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

48.7 To this end, the following basic concepts shall be adhered to:

- Agendas will be jointly set and minutes kept.
- An effort will be made to include key policy decision-makers.
- The Committee may appoint sub-committees to study major issues and report back to the JRC with recommendations for resolution.
- A mutually agreed-upon committee effectiveness training shall be provided to assist in establishing Committee operating guidelines.

48.8 The JRC shall be charged with the following:

48.8.1 Internal Communication - Improved Relationship

Discuss ways in which open and honest communications between the parties can occur so that misunderstandings may be reduced.

48.8.2 Identifying Potential Problem Areas and/or Issues

Identify and resolve potential problems or issues as they arise in order to maximize harmonious relationships between PSOA and Department Management.

49. Association Executive Board

The Association will provide a full list of Executive Board Members to the Director of Human Resources. The Association will inform the Director of Human Resources in writing of any changes within 10 days of the effective date.

50. HRIS/Financial System

The City contemplates implementing a new HRIS / Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.

51. Pay Date Reopener

The City may elect to reopen the contract to propose changing the pay date once all other city bargaining units have agreed to implement the City's proposal.

52. Cash In-Lieu of Medical Coverage Reopener

Upon written request from the City, the parties agree to reopen this MOU and to meet and confer

with the goal of replacing the Cash- In-Lieu of Medical Coverage option with a benefit of similar value which will not impact employees' regular rate of pay pursuant to the Flores v. City of San Gabriel case. Statutory impasse procedures shall apply to these negotiations.

CITY OF SUNNYVALE

PUBLIC SAFETY OFFICERS  
ASSOCIATION

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Dated: \_\_\_\_\_

<b>CLASSIFICATION:</b>	<b>AREA OF ASSIGNMENT:</b>	<b>RECEIVE IN-LIEU OF HOLIDAY PAY (4.15 HRS P/PP = 108.0 HRS P/YR)</b>
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**LIEUTENANTS**

Patrol Line	yes
Fire Line	yes
Fire Prevention	no
Investigations	no
Traffic	no
Crime Prevention	no
Office of Emergency Services	no
Fire Training	no
Training - EMS	no
Police Training	no
Personnel	no
Professional Standards	no

**OFFICERS**

Fire Line	yes
Fire Training Officers (FTO)	yes
Patrol Line	yes
Desk Officers (DO)	yes
Police Training Officers (PTO)	yes
Crime Scene Investigators (CSI)	yes
Canine Handlers (K-9)	yes
Traffic	no
Crime Prevention	no
Neighborhood Resources Officer (NRO)	no
Fire Prevention	no
Investigations	no
Rangemaster	no
Recruitment	no
Long-Term Leave/Modified Duty (not assigned)	no

**CITY OF SUNNYVALE**  
**and**  
**SUNNYVALE PUBLIC SAFETY OFFICERS ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2015<sup>06</sup> – ~~June 30, 2015~~ December 31, 2020**

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~~Attachment A: \_\_\_\_\_ Standard \_\_\_\_\_ Schedule \_\_\_\_\_ for~~

~~Reassignment of Personnel~~

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~~C~~<sup>B</sup> Classification entitled to In-Lieu Holiday Pay

COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SUNNYVALE  
AND THE  
PUBLIC SAFETY OFFICERS ASSOCIATION  
200615 - 201520

This Memorandum of Understanding (MOU) is entered into between representatives of the City of Sunnyvale (hereinafter "City") and representatives of the Public Safety Officers Association (hereinafter "PSOA").

Parties to this MOU acknowledge and agree that this MOU constitutes the result of Meeting and Conferring in good faith as required by Section 3500, et seq., of the Government Code of the State of California and further acknowledge and agree that all matters upon which parties reached agreement are set forth herein.

The Public Safety Officers Association is hereby recognized as the exclusively-recognized employee organization for those employees occupying the classifications of Public Safety Officer-in-Training, Public Safety Officer Academy Attendee/Graduate, Public Safety Officer, and Public Safety Lieutenant.

1. Term

The term of this Agreement shall be from July 1, 200615 through and including ~~June 30, 2015~~ December 31, 2020, ~~except as provided in 10.4.~~

2. Full Understanding, Modification, Waiver

2.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

2.2 It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

City agrees to notify the PSOA in writing of any proposal to change wages, hours, or terms and conditions of employment not specifically covered by this Agreement and to meet and confer in good faith with PSOA prior to adopting such proposal. ~~Existing benefits which could be considered part of a "total and quantifiable compensation package" (i.e. monetary benefit to one or more employees, such as leaves) may not be changed without mutual agreement. In all other matters, the parties agree that in the event the parties are unable to reach agreement, the Impasse Procedures set forth in Section 2.24.260 of Chapter 2.24 of the Sunnyvale~~

~~Municipal Code (Employer-Employee Relations Code) and of City's Administrative Policy Manual shall not be utilized.~~ Once impasse is reached, the City may exercise its rights pursuant to the Meyers-Milias-Brown Act.

~~City shall amend its Employer-Employee Relations Code and Administrative Policy Manual to reflect the terms and conditions of this paragraph.~~

2.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provision contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

2.4 The waiver of any breach, of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

3. Severability of Provisions

In the event that a provision of this agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

4. MOU Disputes

All disputes which relate to matters contained in the Memorandum of Understanding or to ordinances, rules or regulations subject to meet and confer, shall be processed through the Public Safety Officers Association.

5. Civil Service Rules and Regulations

This agreement adopts by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.

The parties acknowledge that the City is currently updating the Civil Service Rules and Administrative Policies and will provide the Association copies of any proposed changes. Upon notice by the City, the Association will have the opportunity to meet and confer regarding the impact of any changes within the scope of representation. If there is any contradiction between one or more MOU provisions and the effectuated changes, the MOU will prevail.

6. Negotiations

Successor Agreement. Either party may request, in writing, of the other that negotiations commence for a successor MOU as much as six (6) months prior to the expiration of this agreement.

7. Non-Discrimination

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any basis prohibited by state or federal law. ~~race, religious creed, color, national origin, ancestry, gender, sexual orientation, age, physical or mental disability, medical condition, or marital status.~~

7.1 Complaints asserting violation of Article 7 may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided for in section 7.2. ~~Any employee seeking to utilize the grievance procedure, claiming a violation of this sub-paragraph, shall make an election of remedies between the grievance procedure and any other remedy available at law, through local, State or Federal law, including but not limited to Title VII of the Civil Rights Act of 1964. No employee shall be allowed to pursue the grievance procedure claiming a violation of this subparagraph if that employee cites the same underlying facts in pursuing any other remedy available at law, through local, State or Federal law, including but not limited to Title VII of the Civil Rights Act of 1964 and if no adverse finding has been rendered in pursuit of such other remedy. When an employee seeks to use the grievance procedure claiming a violation of this subparagraph, the City, the Organization, and the employee shall enter into a complete settlement agreement which provides that in exchange for the agreement to voluntarily settle the dispute through the grievance procedure, the employee agrees to waive his/her right to pursue any other remedy otherwise available through local, State or Federal law, including but not limited to Title VII of the Civil Rights Act of 1964. Such settlement agreement shall contain a provision that the employee has been advised of his/her right to consult an attorney and/or a local, State or Federal anti-discrimination agency regarding his/her discrimination claim and that his/her consent to the settlement agreement is voluntary and knowing.~~

7.2 The parties agree that they and each of them shall not discriminate against any employee because of membership or non-membership in the Public Safety Officers Association (PSOA), or because of any authorized activity on behalf of the PSOA, or because of the exercise of rights under this agreement.

8. Equal Employment Opportunity

The Sunnyvale Public Safety Officers Association supports in full the City's Equal Employment Opportunity Program.

9. Americans with Disabilities Act (ADA)

The City is required to comply with the Americans with Disabilities Act (ADA). The ADA is a federal statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

When an individual's disability creates a barrier, ADA requires the City to make reasonable

accommodations to remove the barriers. The parties recognize that the City may be required to make accommodations that are contrary to the language or intent of existing provisions of this Agreement.

The parties agree that such accommodations shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involves matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City without the written consent of the affected employee. Although an accommodation made by the City pursuant to the ADA shall not be grievable or arbitrable, the impact of such accommodation shall be grievable and arbitrable.

## 10. Wages

### 10.1 Formula

10.1.1 The parties shall survey and agree upon the total compensation for the police officer and sergeant classifications, respectively, in the agencies listed in Section 10.2 below.

10.1.2 Total compensation shall include the individual compensation items listed in Section 10.3.

10.1.3 The compensation figures derived from the survey will be applied as described in Section 10.5.

~~10.1.4 After collecting the required survey data from the appropriate agencies and calculating the appropriate total compensation numbers for each survey agency, the four agencies with the lowest totals shall be deleted from the list.~~

10.1.5<sup>4</sup> Total compensation for the ~~remaining eight~~ agencies shall be averaged. The Sunnyvale Public Safety Officers and Lieutenants shall then receive compensation eleven percent (11%) above that average.

10.1.5 When salaries are set for Public Safety Officer II, the following classifications will be adjusted, to maintain the appropriate salary differential:

Public Safety Officer-in-Training: Step 1 is set at 10% below Step 1 of Public Safety Officer II; Step 2 through 4 are set at 5% above each previous step.

Public Safety Officer Academy Attendee/Graduate: Step 1 through 4 are set at the same rate as Public Safety Officer-in-Training.

Public Safety Officer I-Trainee: Step 1 through 4 are set at the same rate as Public Safety Officer-in-Training.

Public Safety Officer I: Step 1 is set at 5% above Step 1 of Public Safety Officer-in-Training; Steps 2 through 4 are set at 5% above each previous step.

10.2 Survey Agencies

The parties agree the agencies to be surveyed shall be:

Alameda PD  
~~Concord PD~~  
~~Fremont PD~~  
Hayward PD  
Milpitas PD  
Mountain View PD  
~~Palo Alto PD~~  
~~Richmond PD~~  
~~San Jose PD~~  
~~San Leandro PD~~  
~~San Mateo PD~~  
~~Santa Clara PD~~

~~10.3 Survey Items (Effective for the July 2007 survey)~~

~~The parties agree that total compensation shall include only the following:~~

~~10.3.1 Top step monthly base salary;~~

~~10.3.2 The salary that is in effect during the survey window period;~~

~~10.3.3 The survey agency's payment of the employee's share of retirement;~~

~~10.3.4 The survey agency's payment for medical insurance, (medical);~~

~~10.3.5 The survey agency's payment for dental insurance, (dental);~~

~~10.3.6 The survey agency's payment for life insurance and accidental death and dismemberment insurance, (life);~~

~~10.3.7 The survey agency's payment for long term disability insurance, (LTD);~~

~~10.3.8 The survey agency's payment for the Employee Assistance Program;~~

~~10.3.9 The survey agency's payment of education incentive or POST incentive pay, (education incentive); and~~

~~10.3.10 The survey agency's payment of a uniform allowance or the amount reported to PERS if uniforms are provided.~~

10.3 Survey Items ~~(Effective for the July 2008 survey and thereafter)~~

The parties agree that total compensation shall include only the following:

- 10.3.1 Top-step monthly base salary;
- 10.3.2 The salary that is in effect during the survey window period;
- 10.3.3 The survey agency's payment of the employee's share of retirement;
- 10.3.4 The survey agency's payment for medical insurance, (medical);
- 10.3.5 The survey agency's payment for dental insurance, (dental);
- 10.3.6 The survey agency's payment for life insurance and accidental death and dismemberment insurance, (life);
- 10.3.7 The survey agency's payment for long-term disability insurance, (LTD);
- 10.3.8 The survey agency's payment for the Employee Assistance Program;
- 10.3.9 The survey agency's payment of a uniform allowance or the amount reported to PERS if uniforms are provided.

10.4 Date of Implementation

~~Increases~~ Salary adjustments produced by the use of the formula will become effective ~~retroactive to~~ the first full pay period in July of each year during the term of this Agreement. Survey data shall be collected and available for review by the parties by the beginning of the pay period prior to pay period of implementation.

~~In the event a successor agreement is not reached by June 30, 2015, the following July 2015 increase generated by the formula, if any, will be implemented. Retroactivity of additional formula increases after July 2015 shall be subject to negotiations.~~

10.5 Methodology of Implementation

The parties agree that the proper methodology for determining the results of the formula set forth above shall be as follows:

10.5.1 Survey

Each agency listed in Section 10.2 above shall be surveyed jointly by the parties during the first 15 days of May ~~October~~ to determine each item of compensation listed in Section 10.3 above that becomes effective during the

survey window period for the positions of police officer and sergeant.

Such survey shall also compile the date of the next salary increase or decrease ~~, if any,~~ and the scheduled percentage ~~increase~~, if known.

#### 10.5.1(a) Monthly Rates

All compensation figures shall be recalculated into monthly rates, if necessary, by using one of the following:

(hourly rate x 2080) / 12 = monthly rate,  
(weekly rate x 52) / 12 = monthly rate, and  
(bi-weekly rate x 26) / 12 = monthly rate

#### 10.5.1(b) Delayed ~~Salary Adjustments~~ Increases

If a ~~compensation increase~~ salary adjustment is known and scheduled for later in the fiscal year, the scheduled ~~increases~~ salary adjustments shall be annualized and the annualized amount applied as if effective in July.

### 10.5.2 Definition of Selected Benefits

#### ~~10.5.2(a) Medical, Employee Assistance, Dental (Effective for the July 2007 survey)~~

~~The maximum monthly dollar amount paid by an Agency for each of these benefits shall be used for each respective benefit;~~

#### ~~10.5.2(a) Medical, Employee Assistance, Dental (Effective for the July 2008 survey and thereafter)~~

The maximum monthly dollar amount paid by an Agency for each of these benefits shall be used for each respective benefit; however, the maximum monthly dollar amount paid for medical insurance shall not exceed the PEMHCA Kaiser +2 contribution for PERS established Bay Area/ Sacramento Region.

#### 10.5.2(b) Employee Assistance Program

A program available to employees of the surveyed agency as a benefit to provide confidential counseling services designed to assist employees and/or their families in solving problems which are affecting their personal lives and/or employment situations. The program may have a limited number of counseling sessions per year and be provided independent from the employee's medical plan.



Services provided through this program may include, but are not limited to, the following: family problems counseling; drugs and alcohol; emotional, stress and child-care problems; conflict resolution; marital problems; and legal and financial consultation.

10.5.2(cb) Life, LTD

The maximum monthly dollar amount paid by the agency, or, if there is no fixed dollar amount, the dollar value determined by the agency shall be used as the value for each of these items. In cases where the agency cannot determine the value of a benefit, then there shall be no dollar value used. (Note: LTD includes agency payments to a POA plan.)

~~10.5.2(d) POST/Education Incentive (Effective for the July 2007 survey)~~

~~This benefit shall be the maximum monthly dollar amount paid for a Bachelor's degree. If an agency does not pay for a Bachelor's degree, then the maximum monthly amount paid for an Advanced POST Certificate shall be included. If the POST incentive pay is combined with longevity pay and cannot be separated, the amount paid by the agency will be included.~~

~~Effective with the 2008 survey and thereafter this section shall be deleted.~~

10.5.2(de) Retirement ~~(renumbered July 1, 2008 to 10.5.2.(d))~~

For purposes of calculating the formula the City's PERS contribution will be reflected as nine percent (9%); however the actual City payment shall be set forth in section 11.2. Also included in the City of Sunnyvale's employee contribution is the cost of the Employer Paid Member Contribution (EMPC) which is agreed to be 1.77%.

10.5.3 Definition of Terms

The parties agree that the following terms, when used within this Article, shall have the following meaning:

10.5.3(a) Annualize

To take a number and determine its value for a 12-month period. Example: Assume 6% increase on March 1. There are four months remaining in the fiscal year. Therefore,  $4/12 * 6\%$  gives the percent needed to receive an equal percent for the entire 12 months of a year. In this example the answer is 2%.

10.5.3(b) Survey Month

~~October~~ May as provided in Section 10.5.1 above.

10.5.3(c) Window Period

That period of time during which the parties to this Agreement are gathering information to be used in the calculation of this formula (i.e., the first 15 days of May ~~October~~).

10.6 Calculation

The following calculation shall be performed for both the Public Safety Officer and Public Safety Lieutenant.

10.6.1 Salary and all benefits listed in Section 10.3 shall be determined in monthly dollar amounts.

10.6.2 Salary and all benefits listed in Section 10.3 shall be added to determine total compensation.

~~10.6.3 The agencies with the four lowest total compensation totals shall be deleted from the list.~~

10.6.34 The average of the total compensation of the ~~remaining eight (8)~~ agencies shall be calculated.

10.6.45 Eleven percent (11%) shall be added to the total compensation average calculated in 10.6.34.

10.6.56 The dollar difference between the City of Sunnyvale's current total compensation and the average total compensation plus eleven percent (11%) as determined in 10.6.54 above shall be calculated.

10.6.76 The dollar difference calculated in 10.6.56 above shall be expressed as a percentage, rounded to the nearest hundredth of a percent, of the City of Sunnyvale's current total compensation.

Determine the required adjustment to current total compensation, by identifying the amount required to ~~increase~~ adjust top-step monthly base salary, so as to equal eleven percent (11%) above market once all of the intermediary computations are calculated. Ultimately, Sunnyvale's new total compensation shall equal the average market total compensation plus eleven percent (11%). ~~Notwithstanding the above, the parties acknowledge that the base salary may be adjusted downward with the July 2008 survey when~~

~~changes are made to the formula elements, which may result in a downward adjustment of no more than 5.373% for Officer and 4.80% for Lieutenant in base pay.~~

10.7 Base Pay for purpose of calculating overtime, specialty pay, and paid leave

Effective July 2008, for the purpose of calculation of overtime, specialty pay, and paid leave, the base shall be each employee's base salary plus the amount of EMT, if eligible, and Donning and Doffing premiums. This new base hourly rate shall be reflected on each employee's payroll notice.

11. Retirement

11.1 The City provides PSOA bargaining unit members the "3% at 50" retirement benefit.

11.2 Effective July 1, 2012, the City will provide new hires of PSOA bargaining unit members the "3% at 55" retirement benefit.

11.3 City agrees to continue the current "payment" plan whereby the City makes a contribution to PERS on behalf of the employee.

11.3.1 Effective with the first full pay period in July 2011, the City contribution to the employee's contribution will be reduced by one percent (1%) which will be paid by the employee, the EPMC as described in section 11.4 will be eight percent (8%).

11.3.2 Effective with the first full pay period in January 2012, the City contribution to the employee's contribution will be reduced by an additional one percent (1%) which will be paid by the employee, EPMC as described in section 11.4 will be seven percent (7%).

11.3.3 Effective with the first full pay period in January 2013, the City contribution to the employee's contribution will be reduced by an additional one percent (1%) which will be paid by the employee, the EPMC as described in section 11.4 will be six percent (6%).

11.4 The City shall contribute nine percent (9%) of salary for the employee's "normal" contribution, and two and one-quarter percent (2 1/4%) to fund the cost of the "single highest year" retirement benefit. As soon as administratively possible, the City will proceed with a PERS contract amendment to shift the cost of the single highest year option to the employer and to reduce the employee contribution to 9%.

11.5 The City reports the value of employer paid member contributions (EPMC) of nine percent (9%) as additional compensation for each Safety member. Effective in the first full pay period in July 2011, the EPMC amount will be reduced from nine percent (9%) to eight percent (8%). Effective with the first full pay period in January 2012, the

EPMC amount will be reduced from eight percent (8%) to seven percent (7%). Effective with the first full pay period in January 2013, the EPMC amount will be reduced from seven percent (7%) to six percent (6%).

11.6 The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue ruling, either by other rulings or regulations.

11.7 In the event that the City's payment of employees' PERS contribution is no longer authorized by law, the City has the right to discontinue it, in which case the obligation to pay would fall upon the employee.

The City and PSOA further agree to meet and confer regarding impact on the compensation formula. At that point, there would be an adjustment to the salary formula.

11.8 The City shall provide the Third Level of 1959 Survivor Benefits.

11.9 The City shall provide the Military Buy-Back Option..

## 12. Federal Mandates/Social Security

12.1 If the Federal Government passes legislation or a court of competent jurisdiction makes a ruling that makes Social Security applicable to the employees within the Unit, then the parties agree to meet promptly at the request of either party to negotiate the impact of such law or ruling.

12.2 It is the intent of the parties to minimize the fiscal impact of such law or ruling upon each of the parties. If possible, there shall be no increased cost to either party while maintaining benefits as close to existing levels as possible.

12.3 If the parties have not reached agreement within 30 days the request to negotiate, the matter shall be submitted to the City's impasse procedure.

## 13. Insurances

### 13.1 Reopener

At such time as regulations are issued implementing the Affordable Care Act, the City and the Union will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee

contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will reopen the contract to meet and confer how such mandated changes will be implemented. In the event of a reopener, the City will not unilaterally impose changes that would cause a reduction in City contributions toward benefits.

- 13.1.1 The City's contribution toward medical insurance, vision insurance, employee assistance program, and optional life insurance shall be five hundred fifteen dollars (\$515.00) per month (\$237.69 per pay period).

## 13.2 Dental Insurance

- 13.2.1 Dental insurance will continue to be provided by the Association.
- 13.2.2 The Association shall contract with a dental provider and make dental insurance available to all employees.
- 13.2.3 The Association shall submit a detailed invoice including the names of employees and type of coverage to the City and the City shall pay the dental insurance premium for each employee by remitting such premiums to the Association.
- 13.2.4 The dental insurance formula amount shall be as set forth in 13.2.5 below.
- 13.2.5 The City shall contribute to a maximum of one hundred thirty dollars and fifty five cents (\$130.55) per month (\$60.25/pay period) for this benefit. Effective January 2007, the City shall contribute to a maximum of one hundred forty dollars and fifty five cents (\$140.55) per month (\$64.87/pay period) for this benefit.
- 13.2.6 Employees shall not be eligible for dental insurance under this Agreement until they have thirteen (13) pay periods continuous service with the City.
- 13.2.7 Dual Dental Coverage. If a husband and wife are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.
- 13.2.8 During the term of this Agreement, the parties may meet to explore changing dental plans and/or their administration.

## 13.3 Vision Insurance

- 13.3.1 The City shall provide Vision Insurance for each employee (see section 13.1.1). The Vision Plan includes a deductible that the employee must pay at the time

of service.

- 13.3.2 Employees are eligible upon hire, with the effective date the first of the month following the employee's start date and upon completion of the enrollment form. Enrollment is mandatory.

#### 13.4 Life Insurance

- 13.4.1 The City shall provide basic Life and Accidental Death and Dismemberment Insurance for each employee in an amount equal to ~~the~~ that employee's ~~base~~ annual ~~base~~ salary ~~rounded to the nearest thousand, up to a maximum coverage of \$175,000.~~
- 13.4.2 Such insurance shall be at no cost to the employee, except that insurance amounts above \$50,000.00 provided by the City shall be subject to tax law provisions.
- 13.4.3 At the time of hire, an employee may purchase ~~optional~~ supplemental insurance in an amount equal ~~to the coverage provided by the City and at the same rate the City pays~~ to the employee's annual base salary, up to a combined maximum coverage of \$175,000.
- 13.4.4 Current employees who did not purchase supplemental insurance at the time of hire may purchase ~~optional~~ supplemental insurance as ~~provided above~~ provided in 13.4.3 during open enrollment, subject to approval by the carrier.

#### 13.5 Long Term Disability Insurance (LTD)

- 13.5.1 Long term disability insurance will continue to be provided by the Association.
- 13.5.2 The Association shall contract with an LTD provider and make LTD available to all employees.
- 13.5.3 The Association shall submit a detailed invoice to the City and the City shall pay the LTD premium for each employee by remitting such premiums to the Association.
- 13.5.4 The LTD formula amount shall be the maximum amount paid by the City as set forth in 13.5.5.
- 13.5.5 The City shall contribute nineteen dollars (\$19.00) per month (\$8.76/pay period) for this benefit.
- 13.5.6 The City shall report the annual premium in each employee's W2. The

employee shall be responsible for the taxes on the City payment of the premium cost.

13.5.7 Enrollment in LTD is mandatory upon hire and benefits shall be the same for all employees pursuant to plan provisions.

#### 13.6 Pre-Tax Health Contributions

~~Effective as soon as administratively possible, but no later than April 1, 2007, the City shall establish the necessary IRS plan to allow employees to pay health premium contributions on a pre-tax basis.~~ Insurance premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

#### 13.7 Health Care Reimbursement Account

The City shall provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

#### 13.8 Dependent Care

The City shall provide a plan in accordance with the Internal Revenue Code Section 129 that provides an option for employees to pay for dependent care expenses on a pre-tax basis.

#### 13.9 Commuter Transportation Benefits

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS. This benefit shall be cost neutral to the City.

#### 14. Cash In-Lieu of Medical Coverage

14.1 The City will provide employees with the option of reducing their medical coverage and receiving payment of a portion of what otherwise would be the City contribution.

       To be eligible for this plan, an employee must either:

1. Change from full family coverage to employee plus one or employee only

- coverage;
2. Change from employee plus one coverage to employee only coverage;
  3. Change from any level coverage to no coverage; or
  4. Be a new employee choosing no coverage.

Payment shall be made on the following schedule:

<u>Current</u>	<u>New</u>	<u>Monthly</u>
E + 2(+)	0	\$125.00
E + 2(+)	E	\$ 75.00
E + 2(+)	E1	\$ 20.00
E + 1	0	\$100.00
E + 1	E	\$ 35.00
E	0	\$ 50.00
new	0	\$ 50.00

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver that he/she does have alternative coverage and that he/she understands that he/she will no longer receive coverage through a City sponsored PERS provided medical plan.

If an employee decides to increase his/her level of coverage either by reentering a City sponsored PERS provided medical plan or including a dependent in his/her current coverage, he/she must submit a health statement for the provider's approval or enroll during the annual open enrollment period.

Responsible procedures for exercising this option and for reentering City sponsored PERS provided medical plans shall be established by the City.

14.2 Effective the third pay period following council approval, the cash in-lieu of medical coverage option will be closed to new members. For members already participating in the cash in-lieu of medical coverage program at that time, the City will provide employees with the option to waive their medical coverage and receive payment of a portion of what otherwise would be the City contribution.

Employees who receive cash in-lieu of medical coverage payment prior to the third pay period following Council approval shall complete a new Cash In-Lieu of Medical Coverage Election Form to receive the following payment schedule.

Payment shall be made on the following schedule:

<u>Type of Coverage Waiving</u>	<u>Per Pay Period Payment</u>
<u>Employee only coverage</u>	<u>\$22.50</u>
<u>Employee +1 coverage</u>	<u>\$60.50</u>
<u>Employee + family coverage</u>	<u>\$98.50</u>



If the employee is currently a dependent of a City employee and covered by a CalPERS Health Plan, the employee is not eligible for reimbursement.

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that he or she does have alternative coverage and that he or understands that he or she will no longer receive coverage through a City sponsored CalPERS provided medical plan.

If an employee decides to reenter a City sponsored CalPERS provided medical plan, or reenter with dependent(s), he or she may enroll in accordance with CalPERS procedures.

Employees receiving cash in-lieu payments for greater than employee only coverage must provide documentation to verify their dependents' eligibility.

## 15. Holidays

### 15.1 Designated holidays for employees are as follows:

Independence Day  
Labor Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day

### 15.2 Floating Holiday Leave

15.2.1 Employees who are not on a shift or fire tour of duty schedule shall be credited with 20 hours of floating holiday leave on January 1 of each year at the beginning of each payroll calendar year.

15.2.2 Newly-hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the portion of the payroll calendar year remaining after their date of hire.

15.2.3 Use of floating holiday leave shall be subject to approval by the employee's supervisor.

- 15.2.4 Any floating holiday leave not taken within the payroll calendar year shall be paid to the employee effective with one of the final pay periods for the year.

#### SEPARATION

- 15.2.5 Employees separating from City employment shall have their allotment of floating holiday leave for that year prorated based upon their date of separation.
- 15.2.6 Any employee who has used less than his/her prorated allotment for the portion of the payroll calendar year worked, shall have the balance paid on his/her final paycheck.
- 15.2.7 Any employee who has used more than his/her prorated allotment for the portion of the payroll calendar year worked shall have the overage deducted from his/her final paycheck.

#### CHANGE IN ASSIGNMENT

- 15.2.8 Employees whose status changes from an assignment that receives in-lieu-of-holiday pay to an assignment that receives the holidays off shall be treated as a new employee for purposes of determining the amount of floating holiday leave during the remaining portion of the payroll calendar year.
- 15.2.9 Employees whose status changed from an assignment that receives holidays off to an assignment that receives in-lieu-of-holiday pay shall receive a total holiday benefit, including in-lieu-of-holiday pay and actual holiday time off, equal to the equivalent of the negotiated holiday benefit. Such employee shall resolve this situation with the City.

### 15.3 In-Lieu of Holiday

#### 15.3.1 Shift or Fire Tour of Duty Schedule

Officers working in positions that require staffing on holidays shall receive In-Lieu of Holiday pay as compensation for working the holidays. Positions entitled to In-Lieu of Holiday Pay are attached hereto in Attachment B. Instead of taking holidays off, employees who are on a shift schedule or fire tour of duty schedule shall receive an additional 4.15 hours pay for each pay period. Such additional pay shall be paid in lieu of the 108 hours of holiday time off. Any current employee no longer eligible for In-Lieu of Holiday per Attachment B will not be impacted until January 2007.

#### 15.3.2 Non-Shift Schedule

Officers working in positions that do not require staffing on holidays shall receive the holiday off and shall not receive In-Lieu of Holiday pay. Employees not receiving “in-lieu of holiday pay” shall take off the City-designated holidays unless management has requested or given specific approval for an employee to work the holiday. Employees who are required or approved to work on a City-designated holiday shall be compensated at the rate of time-and-one half for any hours actually worked on that holiday.

Employees who work on a City-designated holiday on an elective basis shall receive additional straight-time pay for up to 8 hours worked. Additional hours worked shall be compensated at the time-and-one half rate.

#### 15.4 Length of Holiday

15.4.1 Holidays shall be eight hours.

15.4.2 Non-shift employees who are on a work day longer than eight hours shall use either CTO, vacation or floating holiday time to cover any hours over the normal eight hours.

### 16. Paid Time Off

All probationary and regular employees shall accrue and use paid time off (PTO) consistent with the provisions of this article.

#### 16.1 Definition

Paid Time Off (PTO) is paid leave earned by employees that may be used for vacation, medical appointment, illness/injury, emergency, or personal business such as care of sick family members or school visits or similar appointments. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, workers' compensation, and holiday.

#### 16.2 Conversion

Effective the first full pay period following Council approval, each full-time employee shall receive a one-time, 60 hour credit for PTO. Employees who do not work a full-time schedule shall receive a pro-rated share of the conversion of PTO.

In addition to the one-time credit, each employee's accrued vacation hours will be converted to PTO hours on a one-for-one basis.

#### 16.3 Accrual

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. All

regular paid hours shall count toward PTO accrual. Time-off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

#### 16.4 Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below:

Effective the first pay period following Council approval of MOU:

<u>Pay Periods of Service</u>	<u>Years</u>	<u>Hrs/pp</u>	<u>Accrual Rate Hrs/Yr</u>
<u>1-26.99</u>	<u>0 to 1</u>	<u>5.0</u>	<u>130</u>
<u>27-130.99</u>	<u>1+ to 5</u>	<u>7.0</u>	<u>182</u>
<u>131-260.99</u>	<u>5+ to 10</u>	<u>8.5</u>	<u>221</u>
<u>261-442.99</u>	<u>10+ to 17</u>	<u>10.0</u>	<u>260</u>
<u>443-650.99</u>	<u>17+ to 25</u>	<u>10.5</u>	<u>273</u>
<u>651 or more</u>	<u>25 or more</u>	<u>11.5</u>	<u>299</u>

Effective September 9, 2018 and thereafter:

<u>Pay Periods of Service</u>	<u>Years</u>	<u>Hrs/pp</u>	<u>Accrual Rate Hrs/Yr</u>
<u>1-26.99</u>	<u>0 to 1</u>	<u>5.5</u>	<u>143</u>
<u>27-130.99</u>	<u>1+ to 5</u>	<u>6.5</u>	<u>169</u>
<u>131-260.99</u>	<u>5+ to 10</u>	<u>8.0</u>	<u>208</u>
<u>261-442.99</u>	<u>10+ to 17</u>	<u>9.5</u>	<u>247</u>
<u>443-650.99</u>	<u>17+ to 25</u>	<u>10.5</u>	<u>273</u>
<u>651 or more</u>	<u>25 or more</u>	<u>11.0</u>	<u>286</u>

Accruals carry over from one payroll calendar year to the next.

#### 16.5 PTO Accrual Cap

An employee may accrue up to 885 hours of PTO. An employee will no longer accrue PTO once the employee reaches the 885 hour cap until the employee uses PTO to reduce the employee's leave balance, or the employee cashes-out PTO time as provided in this Article. It is the employee's responsibility to manage his/her leaves to avoid reaching the accrual cap.

#### 16.6 Scheduling PTO

16.6.1 Employees use 11 hours of PTO leave to take a full day of leave on an 11-hour schedule. An employee may take scheduled or non-scheduled PTO in increments of less than one full day. PTO may be taken in either of two methods, scheduled and non-scheduled, as follows:

a) Scheduled PTO

All employees may take scheduled PTO. Except for illness or emergency, all PTO shall be pre-planned and pre-approved in accordance with any applicable department, division and/or City policy.

b) Non-Scheduled PTO

All employees may take non-scheduled PTO for an unanticipated illness or emergency. On the day of the absence, an employee, or someone on the employee's behalf, must provide notice of non-scheduled PTO at or before the start of the employee's scheduled work day. The notice must designate the absence as either an illness or an emergency. The City may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than unanticipated illness or emergency or circumvents the scheduled PTO process.

An employee's routine use of non-scheduled PTO might cause the City to suspect leave abuse and initiate an investigation. This investigation could include, but is not limited, to requesting that the employee obtain a physician's note concerning an illness which the City suspects is part of a pattern of leave abuse or if the City has information that the employee may not have been ill or injured.

16.6.2 Return to Work Following Illness or Injury

The City may require, with approval by the Human Resources Director or the Director's designee, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive days/shifts.

16.6.3 PTO schedules for Lieutenants and Public Safety Officers will be established separately, and Lieutenants and Officers will select available times from their respective schedules.

16.6.4 Subject to staffing requirements and departmental seniority policies, the represented employee may use PTO for as many consecutive hours as he/she can accrue in one year.

16.6.5 Employees are encouraged to schedule and use a minimum of 40 hours of PTO per year.

#### 16.7 Scheduling PTO - Patrol

The following rules apply to the scheduling of PTO for patrol shift personnel:

16.7.1 Annual PTO choice for Patrol Lieutenants will be by Team and by seniority with the senior Lieutenant on each Team choosing first. One Lieutenant will be allowed PTO usage from each Team at any one time.

16.7.2 Annual PTO choice for Public Safety Officers will be by shift and by seniority with the senior Public Safety Officer on each shift choosing first. PTO choices will be granted as follows: One Officer from each Squad may be granted PTO at any given time.

16.7.3 The annual PTO schedule choices shall be assigned prior to any considerations for one-day PTO usage.

16.7.4 For each full shift taken, the employee will be charged 11 hours.

#### 16.8 Scheduling PTO - Fire

The following rules apply for the scheduling of PTO for fire personnel:

1. Each Fire Team shall maintain separate scheduled Paid Time Off (PTO) leave lists for Lieutenants and Public Safety Officers (PSOs). Selections shall be made on the basis of seniority.
2. On each Fire Team, no more than one (1) Lieutenant and one (1) Public Safety Officer at a time may schedule a PTO leave period. Two (2) Public Safety Officers from a Fire Team may be allowed on scheduled PTO leave at the same time when total planned usage for the team requires all team members to use the scheduled PTO leave to which they are entitled and / or required to take. When this occurs it is referred to as a double up shift.
3. Double up shifts shall be determined by totaling the amount of earned annual PTO for all Public Safety Officers assigned to a particular Fire Team and comparing this total to the number of shifts available during their schedule year. If the earned annual PTO leave is greater than the number of shifts available during the schedule year, the difference shall become the specified number of double up shifts. If the earned annual PTO leave is less than the number of shifts available during the schedule year, there will not be any double up shifts. If the earned annual PTO leave is greater than the number of double up shifts available during the schedule year the difference shall become the specified number of triple up shifts. (3 PSOs on annual scheduled PTO leave on one shift at the same time). The formula used to determine the number of double/triple up shifts is: *Total Annual Accruable Hours for PSOs minus 2080 divided by 17.1.*

4. If a scheduled PTO leave period is canceled by the individual that originally requested that period, the availability of that period shall be made known to all members of the affected Team. On the basis of seniority, members may request that canceled period. The management supervisor may take the following into consideration when reviewing scheduled PTO leave requests for a canceled period:
  - a. If the canceled period occurred during a double/triple up shift, then the canceled period will not be made available for selection (if there are no more double/triple up shifts available).
5. For each full shift taken, employee will be charged 17.1 hours. Partial day absences will be converted in accordance with the conversion table located in the City Administrative Policy.

#### 16.9 Scheduling PTO – Other than Fire and Patrol Line-based personnel.

The department may authorize the use of PTO to the extent allowed by operational need. Annual PTO choice will be by seniority.

#### 16.10 PTO Cash-Out

One time each year, each employee may cash-out accrued PTO in the last pay day in October when they make an irrevocable election in the prior calendar year for the amount of leave they wish to cash out.

An employee may cash-out up to 160 hours of PTO each year, so long as the employee maintains a balance of at least 120 hours.

The City will compensate the employee for the cashed-out hours at the employee's base pay rate at the time of the cash-out. The minimum number of hours that may be cashed out is 8 hours.

#### 16.11 PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with City Manager or designee approval, may use accrued available PTO to extend the date of separation or retirement within the same calendar year.

#### 16.12 PTO Donation

An employee may donate PTO to another City employee who has experienced a serious illness or injury that is not fully covered by the injured or ill employee's PTO and/or other City leave programs. The specific application of this program is set forth by the applicable provisions in the City's Salary Resolution.

~~16.~~ Vacation

#### ~~16.1 Vacation Accrual~~

~~Vacation shall be accrued as follows:~~

~~3.4 hours per pay period for employees with 130 or fewer pay periods of continuous service.~~

~~5.0 hours per pay period for employees with 131-260 pay periods of continuous service.~~

~~6.5 hours per pay period for employees with 261-520 pay periods of continuous service.~~

~~7.0 hours per pay period for employees with 521-650 pay periods of continuous service.~~

~~8.0 hours per pay period for employees with 651 or more pay periods of service.~~

#### ~~16.2 Vacation Accumulation~~

~~Employees may accumulate vacation leave up to 400 hours, except that there is no cap on the limit of vacation leave balance when an employee is on leave for a work-related disability.~~

#### ~~16.3 Vacation Use~~

~~16.3.1 Vacation schedules for Lieutenants and Public Safety Officers will be established separately, and Lieutenants and Officers will select available times from their respective schedules.~~

~~16.3.2 Subject to staffing requirements and departmental seniority policies, the represented employee may use vacation for as many consecutive hours as he/she can accrue in one year.~~

~~16.3.3 In the event the City requires any represented employee to work at a time which results in that employee's vacation accrual to exceed the maximum permitted, then such employee shall be paid for such excess vacation hours, rather than lose them or be forced to take vacation.~~

~~16.3.4 Employees are encouraged to schedule and use a minimum of 40 hours of vacation leave per year.~~

#### ~~16.4 Vacation Scheduling - Patrol~~

~~The following rules apply to the scheduling of vacations for patrol shift personnel:~~



~~16.4.1 Annual vacation choice for Patrol Lieutenants will be by Team and by seniority with the senior Lieutenant on each Team choosing first. One Lieutenant will be allowed on vacation from each Team at any one time.~~

~~16.4.2 Annual vacation choice for Public Safety Officers will be by shift and by seniority with the senior Public Safety Officer on each shift choosing first. Vacation choices will be granted as follows:~~

~~a. One Officer from Squad 1 or Squad 2 may be granted vacation at any given time.~~

~~b. One Officer from Squad 3 may be granted vacation at any given time.~~

~~c. One Officer from Squad 4 may be granted vacation at any given time.~~

~~d. One Officer from Squad 5 or Squad 6 may be granted vacation at any given time.~~

~~e. The policy is Squad specific. For example, if no Officers are off on vacation on Squad 1 or 2, two Officers will not be allowed off on Squad 3.~~

~~16.4.3 The annual vacation schedule choices shall be assigned prior to any considerations for one-day vacations.~~

#### ~~16.5 Vacation Scheduling Fire~~

~~The following rules apply for the scheduling of vacations for fire personnel:~~

~~16.5.1 Two Public Safety Officers from a fire team may be allowed on vacation at the same time when total planned usage for the team so requires for all team members to use the vacation to which they are entitled and/or required to take.~~

~~16.5.2 The amount of overlap required shall be determined by preliminary requests from team members.~~

~~16.5.3 The scheduling will be according to departmental procedures.~~

#### ~~16.6 Fire Vacation Usage~~

~~16.6.1 When vacation is scheduled for a whole pay period, employees will be charged 80 hours vacation leave regardless if there are 4, 5, or 6 fire shifts during the pay period.~~

~~16.6.2 For purposes of determining if the 80 hours vacation leave condition applies,~~

~~the pay period is considered "whole" unless one full fire shift (entirely within the pay period) is worked.~~

~~16.6.3 A fire shift is considered "worked" if taken on a shift trade. However, shift trades taken to avoid the 80 hours vacation leave charge during pay periods with only 4 fire shifts, must be for a full fire shift and must be scheduled "up front" rather than as vacation. Shift trades can not be substituted for canceled scheduled vacation.~~

~~16.6.4 Should the last day of the vacation pay period (Saturday) be the employee's normal work day and the last shift of employees scheduled vacation, the time from 0000 hours and 0800 hours on the Sunday (which is in a new pay period) shall be "rolled back" and considered part of the 80 hours vacation leave the employee is charged.~~

## ~~17. Emergency Family Leave~~

~~17.1 Emergency family leave may be authorized after an employee has completed twenty six (26) consecutive pay periods of service.~~

~~17.2 Emergency leave shall not exceed eight (8) hours during a standard work schedule, shift schedule or a fire tour of duty schedule. Such leave is subject to the following conditions:~~

~~17.2.1 Emergency family leave may be authorized for sudden illness or disability of spouse or child requiring immediate attention at home, the doctor's office or at the hospital.~~

~~17.2.2 Emergency leave shall not be authorized for:~~

~~Disability beyond the emergency;~~

~~Routine illness or disability (colds, headaches, etc.);~~

~~Family medical appointments for continuing illness or disability, if for routine care;~~

~~Emergency care of family other than spouse or child;~~

~~Attendance at hospital with spouse or child for scheduled surgery or routine hospitalization;~~

~~Scheduled delivery of spouse or child to hospital; or~~

~~Child care during spouse's scheduled medical visits.~~

## ~~17. Deleted~~

## 18. Bereavement Leave

An employee ~~who has completed 13 pay periods of service~~ is entitled to bereavement leave in the amount not to exceed 40 hours where death has occurred:

18.1 to an employee's spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren;

18.2 to the father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner.

18.3 Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director.

18.4 The City reserves the right to require proof of death from the employee within 60 days, or longer if there is good cause.

#### ~~19. Medical Appointment Leave Scheduling~~

~~Employees should take all due care to reduce the impact of medical appointment leave on their work schedule. Employees should make every reasonable effort to schedule medical, dental, and related appointments on their off duty time. If this is not possible, employees should attempt to schedule appointments as close to the beginning or ending of that shift as possible.~~

#### 19. Deleted

#### 20. Paid Medical Leave (PML)

20.1 Employees may be authorized up to 40 hours of interim PML from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26th pay period the interim PML shall terminate, including any unused amount.

For non-sworn employees, the total allowable PML for work-related and non-work related paid medical leave is 40 hours.

For sworn employees, the 40 hours PML is applicable for non-work related illness/injury. Work-related illness/injury will be subject to Labor Code Section 4850.

20.2 After completion of 26 consecutive pay periods of services, employees shall be required to use PTO or other available leave for the first 120 hours of absence for the illness or injury. Following the employee's use of PTO for the first 120 hours, the City will cover the remaining time period in PML for the same illness or injury for the employee for up to 90 calendar days. After 90 days, the employee shall become eligible for Long Term Disability.

20.3 PML may be authorized by the management staff in accordance with procedures set forth in the Administrative Policy Manual.

~~20. Disability Leave~~

~~20.1 Entitlement. Employees qualify for disability leave after completion of 26 consecutive pay periods from the date of original appointment; provided, however, that employees may be authorized up to 40 hours of interim disability leave from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26th pay period the interim disability leave shall terminate, including any unused amount.~~

~~20.2 Provisions. Upon completion of the 26th consecutive pay period of service, the City shall provide regular salary for disability leave, less any coverage provided by any other insurance program for the first 90 days of each and every disability.~~

~~20.3 Authorization. Disability leave may be authorized by the management staff in accordance with procedures set forth in the Administrative Policy Manual as the same now exists.~~

~~20.4 The City and PSOA will continue to explore the possibility of adopting an early intervention program for work-related injuries.~~

21. Medical Leave and Pregnancy Disability Leave

21.1 Family and Medical Care Leave: Bargaining unit members who qualify for leave in accordance with the family and medical care leave acts (i.e., the Family and Medical Care Leave (FMLA) and the California Family Rights Act (CFRA) shall be eligible for up to 12 weeks of leave in a 12 month period in accordance with the City's ~~Personnel~~Administrative Policies as well as the law. Members who are eligible for this leave (those who have worked for the City for at least 12 months and who have worked at least 1,250 hours in the preceding 12 months) are entitled to receive their health insurance benefits (medical, dental and vision) paid for while on leave to the same extent as if they were not on a leave of absence. The ~~Personnel~~Administrative Policies addressing the FMLA/CFRA provide all of the definitions of who is covered, for what reasons leave must be taken as well as notice requirements, medical certification responsibilities, and job protection.

21.2 Pregnancy Disability Leave: The parties acknowledge that all female bargaining unit members are entitled to pregnancy disability leave in accordance with the law and as more fully described in the City's ~~Personnel~~Administrative Policies. During the period of disability caused by pregnancy, bargaining unit members will continue to receive health insurance benefits if they would be eligible to receive such benefits in accordance with the Family and Medical Care Leave Acts as described in Article 21.1 or if they were in paid status because of the use of accrued leave to

cover the absence.

Every effort will be made to accommodate a pregnant employee so that she can continue working. Examples of such accommodation include, but are not limited to: job restructuring, alternative job placement or assignment, or other temporary options.

The City agrees to welcome input from PSOA to develop a clear understanding of which assignments/job tasks/restructuring would be available that may meet the needs of the City and of the employee.

22. Deleted

23. Bilingual/Translator Pay

23.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Bilingual/Translator skills if they meet the following criteria:

- a. Certification by the ~~director of the department~~ Director of Public Safety that a particular assignment involves need for the required skills on a regular basis; and
- b. Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at ~~Level 3 or higher a~~ proficiency level deemed appropriate by the Director of Human Resources, ~~or Sign Language "communicator" level skills as defined in Exhibit 1.~~

23.2 Qualifying languages are: ~~Chinese~~ Cantonese, Japanese, Mandarin, Portuguese, Sign Language, Spanish, Tagalog-~~(Filipino)~~, Thai, and Vietnamese, Farsi, and other language(s) deemed appropriate by the City.

23.3 Bilingual/Translator Pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular basis.

23.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.

23.5 Payment shall be:

- a. ~~Twenty-five~~ Fifty dollars (\$~~25~~50.00) per month/~~eleven~~ twenty-three dollars and ~~fifty-four~~ seven cents (\$~~11.54~~23.07) per pay period for ~~Level 3-6~~ intermediate proficiency ~~or Sign Language "communicator" level skills~~;
- b. ~~Eighty-five~~ Fifty dollars-(\$~~80~~85.00) per month/~~twenty-three~~ thirty-nine dollars and

~~eight~~twenty-three cents (~~\$23.08~~39.23) per pay period for ~~Level 7 or higher~~advanced proficiency.

24. Special Assignment Pay

- 24.1 Public Safety Officers and Lieutenants who are assigned to one or more of the following temporary special assignments shall receive an additional ~~3.7 hours~~4.625% of base pay for each full pay period that they work in one or more of those assignments:

Canine Handler Officer  
Crime Prevention Lieutenant  
Crime Scene Investigator Officer  
Desk Officer (excludes secondary desk officer on light duty)  
EMS Training Lieutenant  
~~Fire Prevention Officer and Lieutenant~~  
~~Fire Team Coordinator Lieutenant~~  
Fire Training Lieutenant  
Patrol Training Officer (PTO)  
Fire Training Officer (FTO)  
12 Hazardous Material Team Officers and 3 Lieutenants  
Professional Standards Lieutenant  
Investigations Officer and Lieutenant  
Neighborhood Resource Officer  
Police Training Lieutenant  
Recruitment and Selection Officer and Lieutenant  
Range Master/Armorer Officer  
Traffic Safety Unit Officer and Lieutenant  
Office of Emergency Services Lieutenant  
Truck Trainers—~~effective January 2007~~  
Patrol Staff Lieutenant  
Staff Maintenance Officer  
Patrol Scheduling Lieutenant  
Haz-Mat/Truck Trainer (see information below)

For the dual specialty position of Haz-Mat/Truck Trainer, employees assigned to such assignment shall receive 7.5% of base pay for each full pay period that they work such assignment, instead of the 4.625% mentioned above.

~~Primary Truck Trainers to whom a trainee is assigned shall receive \$150.00 as special compensation for their services in the form of a bonus upon successful conclusion of the trainee's training program. This section will be deleted effective January 2007 upon the implementation of Truck Trainer as a special assignment pay.~~The above list contains possible special assignment positions that shall receive additional pay if filled.

but does not require that each special assignment position be filled. Placement to one of the above special assignments is at department discretion.

- 24.2 The parties agree that the City has the right to ~~add to~~ modify the special assignment list set forth in 24.1 above. If a disagreement arises over ~~adding to~~ modifying the special assignment list, the parties agree to meet and confer in an effort to resolve the disagreement.

25. Canine Handler

Time spent in the off duty care and maintenance and training of a police canine is compensable at ~~the hourly rate of the California minimum wage~~ \$15.00 per hour. It is agreed that canine handlers will be paid one-half hour per day in which they perform such care and feeding. During negotiations, the parties have analyzed the amount of time needed for canine handling, and agree that the estimated one-half hour per day is reasonable and consistent with FLSA requirements.

26. Working Out of Class

This article distinguishes between a long-term assignment and a short-term assignment. Long-term assignments are those of more than 30 days; short-term assignments are for 30 or less days.

26.1 Long-term Out-of-Class Assignments

Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to work out-of-class as acting Lieutenants or Captains, respectively, when there will be no Lieutenant or Captain available on regular time to cover an authorized position for at least four (4) consecutive weeks. Assignment due to a vacancy because of resignation, retirement or termination can only occur if no valid eligible list exists.

When such acting assignment is made, the persons so assigned carry the same order of authority of a regular appointee in accordance with department policies.

Employees assigned to long-term out-of-class assignments must meet the minimum qualifications of the higher level position.

26.2 Short-term Out-of-Class Assignments

Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to work out-of-class as Lieutenants or Captains, respectively, when there will be no Lieutenant or Captain available on regular time to cover an authorized position for at least two (2) consecutive weeks. A short-term out-of-class assignment cannot exceed 30 days.

Employees assigned to short-term out-of-class assignments do not need to meet the minimum qualifications of the higher level position.

26.3 Compensation for Working Out-of-Class

Any employee who is required by the City to work in a higher capacity for a minimum of two (2) full weeks shall be compensated at a rate of pay which is five percent (5%) above the employee's normal pay. If the out-of-class status is unknown in advance, pay will be retroactive to the date the responsibility was assigned.

The employee shall retain all of the same benefits as normally provided in the employee's regular classification and assignment except that if the out-of-class assignment changes from a shift to a non-shift schedule or from a non-shift to a shift schedule, the in-lieu of holiday provisions will be provided.

26.4 Overtime Provisions While Working Out-of-Class

Under either a long-term or short-term assignment, Officers or Lieutenants working out-of-class may be assigned overtime in ~~continue to be eligible for overtime at~~ their permanently held rank according to the policies for assignment of overtime or in the ~~When working overtime, employees do not carry the authority of the working~~ out-of-class assignment, ~~nor do~~ during which time they receive out-of-class pay for the overtime worked.

27. Stand-By Pay

The City will pay one-half the straight time rate for stand-by duty provided the authorization for stand-by has been given by the department supervisor in advance.

28 Call-Back

28.1 Call Back Pay

When called back to work, an employee shall receive compensation for a minimum of two (2) hours at the overtime rate.

Call back pay for an actual emergency requiring immediate response or to backfill for employees working an actual emergency, also requiring an immediate response, is to begin at the time the call is received by the employee.

Call back pay for a non-emergency case investigation, routine overtime, etc., is to begin at the time work is actually started by the employee.

28.2 Court ~~Call-Back~~ Appearance Pay

~~If the following conditions are met, the e~~Employees shall receive a minimum of four (4)



hours at the overtime rate for scheduled court appearances, provided the following conditions are met:-

~~Call back is for court duty only:~~

28.2.1 the ~~call back~~ appearance occurs either during the officer's scheduled day off, or

28.2.2 ~~between shift duty for employees scheduled on the graveyard shift (for purposes of this article, the graveyard shift is defined as any shift beginning between 7:00 p.m. and 12:00 midnight), or~~ between assigned work shifts. In this case, the four (4) hour overtime minimum applies, provided:

a) The appearance is not immediately following the conclusion of the employee's previous regular or overtime assignment (must be a break between assignments), and

~~a)~~ b) There are four (4) hours or more before commencement of the employee's next scheduled regular or overtime work assignment.

28.2.3 ~~between shift duty for employees working 4:30 p.m. -- 2:30 a.m. who are called back for court before 12 noon, or~~ The overtime minimum of four (4) hours should not overlap with any other scheduled regular or overtime shift hours. The only exception to this rule is for Voluntary Response Pay as outlined in Article 29 herein. Both overtime minimums shall apply, regardless of overlap.

28.2.4 Scheduled regular assignments both before and after an off-duty court appearance may be subject to adjustment by management to ensure sufficient time off between assigned work shifts. Furthermore, if a court appearance between shifts runs for an extended period, thus preventing sufficient time off between regular work shifts, the following options shall apply, with prior management approval:

a) the officer may elect to receive the overtime minimum compensation, and:

i. use leave hours to achieve 8.0 hours off before reporting to work the remainder of their regular shift, or

ii. report for work after having taken off 8.0 hours at the conclusion of the court appearance, then work their scheduled number of work hours, or

b) the officer may elect to waive the overtime compensation and consider the court appearance time as straight time towards satisfying their next regular shift work hour norm.

28.2.45 ~~in~~ In any situation where there are not four hours separating scheduled court ~~start~~ appearance times in the same day. ~~In this case,~~

the following rules apply:

a) for two or more separate court appearances, and if there is a start time before noon, and a second start time at noon or after, there shall be two (2) four-hour ~~call-backs~~overtime minimums; provided, however, that the employee ~~was~~must have been released from his/her first court ~~assignment~~appearance.

b) if two or more separate court appearances were either scheduled all before noon, or scheduled all at noon or after, and the start times are less than four hours apart, there shall be only one ~~call-back~~overtime minimum paid.

28.2.~~56~~ ~~The City and PSOA will continue to explore ways to reduce the number of court callbacks.~~Should a single court appearance exceed four (4) hours in duration, the officer will receive overtime compensation continuously until released from their court appearance. Court-mandated breaks during an officer's court appearance are considered hours worked.

28.2.~~67~~ When a court ~~call-back~~appearance is for telephonic testimony, the minimum two (2) hour ~~call-back~~overtime shall apply; the minimum four (4) hour court ~~call-back~~overtime rate referenced above does not apply. Employee shall receive a minimum of two (2) hours at the overtime rate if testimony is given.

## 29. Voluntary Response Pay

29.1 Any off-duty employee who voluntarily responds to prescribed emergencies in compliance with departmental policy shall not be considered called back to duty, but shall receive extra-time pay as follows:

- (a) Between the hours of 6:00 a.m. and 10:00 p.m., the employee shall receive extra time pay for time worked, to the nearest 1/10th of an hour or two (2) hours, whichever is greater, for each separate emergency response.
- (b) Between the hours of 10:00 p.m. and 6:00 a.m., the employee shall receive extra time pay for time worked, to the nearest 1/10th of an hour or four (4) hours, whichever is greater, for each separate emergency response.
- (c) For those on holiday or vacation leave, the extra-time pay shall be in addition to the holiday or vacation pay and shall not terminate the leave status of the employee. Public Safety management has the full authority to determine the number and type of response units for fire/police.
- (d) Notwithstanding the above, if an employee responds within two (2) hours of the beginning or end of his/her shift on a call occurring between 6:00 a.m. and

10:00 p.m., or within four (4) hours of the beginning of his/her shift on a call occurring between 10:00 p.m. and 6:00 a.m., the minimum shall not apply.

- (e) No employee shall be paid for a cancelled call unless the employee responds to the scene or station within 30 minutes of the dispatch call.

30. Compensatory Time Off (CTO)

30.1 An employee assigned to:

Special Operations,  
Recruitment, Selection, and Training,  
Training,  
Administration, or  
Professional Standards

may elect compensation for overtime in the form of Compensatory Time Off (CTO).

30.2 Such CTO shall be paid at the rate of time-and-one-half.

30.3 At no time may an employee accrue a "present balance" of more than one hundred (100) hours of CTO.

30.4 CTO shall not be paid except as provided in 30.7 or 30.8 below or upon termination of the employee.

30.5 Rules for Use of CTO:

An employee may use his/her accrued compensatory time off provided that:

30.5.1 Such time off does not "*unduly disrupt*" the organization, and

30.5.2 The employee provides "*reasonable notice*" of the desire to take the compensatory time off.

"*Unduly disrupt*" is defined as a request that places an unreasonable burden on the Department's ability to provide service to the community. "Provide service to the community" includes, but is not limited to: dropping below the established minimum staffing level; providing increased staffing needs resulting from a natural disaster, labor unrest, or a dignitary visit.

"*Reasonable notice*" shall mean that the officer will provide not less than 7 days notice prior to the requested compensatory time off.

30.5.3 Approval of CTO will not be given more than 30 days in advance.

#### 30.5.4 CTO Request Procedure:

1. The officer submits the request to take CTO to his/her supervisor. The request will be approved if it complies with the above rules and it does not require an overtime replacement officer.
2. Officers requesting compensatory time off will have a lower priority than officers off on other types of leave. As an example, when overtime is needed to replace an officer off on vacation during the same time period that an officer has requested compensatory time off, the vacation relief shift shall be filled first.

30.6 An employee may choose whether to carry over or to cash out a maximum of fifty (50) hours of CTO from one twelve month period to the next. To be eligible to cash out CTO, an employee must submit an irrevocable election form in the calendar year preceding the cash-out specifying the number of hours that he/she irrevocably elects to cash out.

30.7 At the end of the first pay period ending in November, ~~unused CTO not carried over~~ that is cashed out shall be paid at the employee's ~~base~~-rate of pay on the check issued in that pay period.

30.8 If an employee is transferred out of:

Special Operations,  
Recruitment, Selection, and Training,  
Training,  
Administration, or  
Professional Standards

all remaining CTO shall be paid off at the time of the transfer at the employee's ~~base~~ rate of pay.

#### 31. Special Practices

##### 31.1 Court Mileage - Personal Vehicle

An employee shall receive reimbursement for parking up to ten dollars (\$10.00) per day, and mileage reimbursement at the standard City rate for use of the employee's personal vehicle for Court appearances outside of Sunnyvale but within Santa Clara County. Payment will be made quarterly upon submission of approved application for

mileage reimbursement and submission of parking receipts.

### 31.2 Clothing Allowance

Effective the first pay period in the month following Council approval. ~~The~~ City shall provide a clothing allowance of ~~\$50~~75.00 per month to each employee assigned to the below listed assignments. The allowance will be paid during the month following the month of duty covered by the allowance.

Detectives

~~Fire Prevention~~

~~Bureau of Professional Standards~~

~~Office of Emergency Services~~

### 31.3 Hazardous Materials Response Team Physicals

City agrees that any employee assigned to the hazardous material response team shall be eligible for a City paid or provided physical once every two years - or annual physical if recommended by the physician providing the physical for the term of the employee's City employment. Employees may use the City contract doctor or may choose to utilize their own doctor for their HazMat physical examination. For those employees choosing to utilize their own doctor, the City will reimburse them for actual out of pocket costs to utilize their own doctor, not to exceed the amount that the City pays for physical examinations through its contract doctor. Employees choosing to utilize their own doctor must require their doctor to conduct the same physical examination as specified in the City's contract and provide a written report to the City.

### ~~31.4 Special Training Reimbursement~~

~~The City will reimburse employees for hand-to-hand combat training subject to the provisions of the current educational reimbursement program and provided the Department pre-approves the training in writing.~~

## 32. Educational Incentive Program

32.1 Employees who meet the criteria listed in Section 32.4 below shall receive educational incentive pay in the following amounts beginning on the first day of the pay period following the day he/she meets all of such criteria:

32.2 An employee shall receive 2-1/2% in addition to his/her base hourly rate if he/she has a Bachelor's Degree

32.3 An employee shall receive 5% in addition to his/her base hourly rate if he/she has a Master's Degree or a Juris Doctor

- 32.4 Additional criteria:  
A Public Safety Officer must be on Step 6;
- 32.5 A Public Safety Lieutenant must have been employed within the City's Public Safety series long enough to have reached Step 6, if all such employment were as a Public Safety Officer; and
- 32.6 Present to the Department of Human Resources proof that the employee has a degree earned from an accredited educational institution of higher learning.

"Accredited", as defined in Education Code Section 94302(a) and for the purpose of this definition, means that an institution has been recognized or approved as meeting the standards established by an accredited agency recognized by the United States Department of Education, or the Committee of Bar Examiners for the State of California. It shall not include those institutions that have applied for accreditation, or are identified by accrediting associations as candidates for accreditation, or have provisional accreditation.

In determining "agencies recognized by the United States Department of Education", reference will be made to sections of the booklet, Accredited Institutions of Post Secondary Education, published by the Council on Post Secondary Education of the American Council of Education, entitled, Keys to Institutional Accrediting Bodies and Keys to Specialized Accrediting Bodies. In determining whether a college or university is accredited, reference will be made to the list of accredited institutions in this same publication.

33. Emergency Medical Technician (EMT) Certification

All personnel who acquire and maintain EMT certification shall receive a four percent (4%) differential in addition to his/her base hourly rate effective the first full pay period of July 2008. The differential shall be paid beginning the first full pay period certification is attained and shall be withdrawn at any time the certification is not current.

34. Safety Equipment

- 34.1 The City shall furnish the following safety equipment to all employees:

firearm,  
holster,  
gun belt,  
spare magazine with case,  
ammunition,  
handcuffs with keys and case,  
flashlight with belt carrier,  
whistle with strap,

baton with strap ring,  
pen or pencil,  
rain equipment,  
turnout helmet with face shield  
turnout coat with standard inner lining,  
turnout pants with standard inner lining,  
turnout boots,  
turnout gloves,  
ballistic vest, and  
any other safety equipment required by the City, State or Federal Regulations.

- 34.2 Only safety equipment issued by the City shall be used and/or worn.
- 34.3 Such safety equipment shall be provided and used as set forth in the departmental General Orders Manual.
- 34.4 Employees assigned to motorcycle duty during the duration of the assignment to motorcycle duty:

motorcycle boots,  
riding breeches,  
leather motorcycle jacket,  
leather gloves,  
plastic safety helmet,  
suitable eye protective glasses for day duty, and  
suitable eye protective glasses for night duty.

- 34.5 Donning and Doffing: Effective the first full pay period in July 2008, Public Safety Officers shall receive a stipend equal to one point three seven three percent (1.373%) of their base pay and Public Safety Lieutenants shall receive a stipend equal to point eight percent (0.8%) of their base pay to compensate for time spent on pre and post shift activities such a donning protective gear, inspecting weapons and vehicles, and performing other activities integral to their job. The parties acknowledge that by providing this stipend they are resolving any and all potential liabilities arising from IBP, Inv. V. Alvarez (2005) 126 S, Ct. 514 or similar cases.

35. Uniforms

- 35.1 Uniforms required by the City shall be provided by the City.
- 35.2 The City will ~~issue-reimburse for~~ one (1) pair of uniform ~~shoes~~-boots/footwear (Patrol/Structural Firefighting) of the officer's choice which meet the criteria established by the Department Uniform and Equipment Committee. The City shall pay up to \$100.00 per year toward the cost of such boots/footwear. The employee shall pay the

balance. The City will maintain the serviceability of the shoes by paying for repairs or replacement (~~per~~ up to the above rate), as deemed necessary by the Department.

In addition to the above reimbursement, for personnel assigned to SWAT, Wildland (assigned to a designated Wildland Fire Station or on the Wildland call-out list), or Task Force 3, the City will reimburse for one (1) pair of uniform boots of the officer's choice which meet the criteria established by the Department Uniform and Equipment Committee. The City shall pay up to \$220.00 once every five (5) years towards the cost of such boots. The employee shall pay the balance. The City will maintain the serviceability of the boots by paying for repairs or replacement (up to the above rate) as deemed necessary by the Department.

~~35.3 — Black turtleneck or dickey which is 100% cotton or blend, and which shall be similar in color to the uniform shirt; or a black or white T-shirt of standard design worn under the uniform shirt without a tie shall be alternate to the regular uniform with shirt and tie.~~

36. Officer Appearance

36.1 Officer appearance shall be consistent with the standards established in the departmental General Orders Manual.

36.2 Officer appearance standards will be discussed at the Uniform and Equipment Committee, with recommendations for any changes made to the Director of Public Safety for final decision.

37. Patrol Vehicle Comfort and Safety

The City will maintain a management-employee committee to review the specifications of patrol vehicles regarding comfort and safety. The City will continue to provide comfort and safety to current specifications.

38. Assignment to Special Limited Duty Project

38.1 Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to special limited duty projects.

38.2 Any employee who is required by the City to work in a special limited duty project for a minimum of two (2) full weeks shall be compensated at the rate of pay which is five percent (5%) above the employee's normal base pay. Compensation shall be based on actual hours worked during the assignment.

38.3 The details of the project must be included in the comments section of the Personnel Action Form and submitted to the Department of Human Resources.

38.4 Such assignment shall be limited to three (3) months.



However, if the project has not been completed, the assignment may be reviewed for continuation and extended in up to three (3) month intervals not to exceed a total of one (1) year. Any extension beyond the initial three (3) months shall be by mutual agreement between the Department and PSOA. Such extensions must be documented on a Personnel Action Form and submitted to the Department of Human Resources.

39. Temporary Position Reassignment

- 39.1 Due to the need to adequately staff the various assignments, a need for a temporary reassignment of position may be required. In such case, the intent is to keep the employee whole.
- 39.2 So that an employee whose present position carries Floating Holiday and/or Compensatory Time Accrual eligibility and who is reassigned to a position ineligible for these leaves not lose eligible Floating Holiday hours or accrued compensatory time for potential use upon return to the employee's present position, the following shall occur at the point of the temporary reassignment of position:
  - a. Compensatory Time Off (CTO) – hours accrued to date shall be banked until such time the employee returns to his/her regular position assignment. In the event of a permanent reassignment to a non-eligible position, such as one occurring during annual changeover, CTO shall be paid off to the employee. In the event the employee does not return to his/her regular assignment prior to the annual CTO payoff/carry-over period, CTO will be paid off to the employee and/or carried over, as would normally occur at the end of this period.
  - b. Floating Holiday – if the employee has not used available floating holiday, based on a pro-rata amount up to the date of reassignment, those hours will be banked until such time as the employee returns to his/her regular position assignment. In the event the employee does not return to his/her regular assignment prior to payroll calendar year-end, the floating holiday hours will be paid off to the employee, as would normally occur at the end of the year. If the employee has used more than the pro-rata floating holiday hours available, the hours over used will be adjusted against vacation leave, as is standard practice, at the time of reassignment.
- 39.3 If the employee's current position is eligible for special assignment pay and the employee is temporarily reassigned to a position ineligible for specialty assignment pay, then either:
  - a. the employee shall instead be provided with temporary reassignment pay of 4.625% in lieu of special assignment pay; or

- b. in the event that the collateral assignment is maintained, the special assignment pay shall continue.

In no case shall an employee receive both specialty assignment pay and temporary reassignment pay.

- 39.4 The provisions referenced above are being provided in recognition of the fact that it may be necessary to change assignments with limited notice, and that the temporary reassignment is expected to be short-term.

- 39.5 Temporary reassignment shall be documented on a Personnel Action Form, with notation, if applicable, regarding Floating Holiday (hold balance or adjust over usage), Compensatory Time accrual (hold balance) and/or special assignment pay (converted to temporary reassignment pay), and submitted to the Department of Human Resources.

Such assignment shall be reviewed every three (3) months by the Department of Public Safety in order to determine if staffing is sufficient enough to return the employee to his/her regular assignment. If the reassignment is to continue, the extension must be documented on a Personnel Action Form, submitted to the Department of Human Resources.

- 39.6 These provisions are being adopted to address specific short-term staffing needs and are not intended to change any other MOU provisions, past practice, or policies nor to set precedent if, inadvertently, these provisions affect other MOU provisions, practice, or policy.

#### 40. Deferred Compensation

The City's deferred compensation program shall be available to employees represented by PSOA according to the provisions of the plan currently in effect.

#### 41. Association Leave Bank

- 41.1 Effective the first full pay period ending in July of each year, each active PSOA-represented employee will contribute to the PSOA Leave Bank by donating 0.5 hour (1/2 hour) of his/her accrued vacation leave. The contribution will be deducted from each employee's accrued vacation leave, and the total hours credited to the PSOA Leave Bank for use by the Association President or his/her Executive Board designee.

- 41.2 However, if at the end of the fiscal year, the PSOA Leave Bank has a balance of more than 200 hours, the exchange of hours described above will not occur.

- 41.3 If an employee has no vacation leave available, no deduction will occur nor will a deduction occur at any time prior to the next annual leave bank cycle. In addition,

employees hired during the year will have no deduction until the following annual leave bank cycle. Employees separating employment during the year will receive no credit for or return of the hours contributed to the Leave Bank.

41.4 If there are any unused hours in the PSOA Leave Bank at the end of the year, these hours will carry over to the following year.

41.5 To access usage of leave from the Association Leave Bank, the Association President will use a specified pay component on his/her timecard.

41.6 Whenever possible, the Association President or his/her Executive Board designee will schedule such leave time so as not to create overtime costs for the Department of Public Safety. The President will give as much advance notice as possible.

~~41.7 The Department of Human Resources shall provide a report to the Association and to the Department of Public Safety on a quarterly basis indicating the hours used during the year as well as the remaining balance.~~

~~41.8~~ 41.7 The City assumes no responsibility for how the leave time is used.

~~41.9 Use by the Executive Board designee of the Association President will be allowed as soon as administratively possible, but no later than April 1, 2007.~~

## 42. New Employee Orientation

The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources orientation of new employees.

## 43. Hours of Work

In circumstances in which an employee is working a continuous combination of fire and patrol duty hours, an employee may not work more than a combined total of 84 hours, of which no more than twelve hour may be patrol-based. Officers and Lieutenants who are assigned to the Bureau of Fire Services may not work in the Bureau of Police Services between the hours of midnight and 0800 without having a minimum of eight (8) hours off before the start of a fire duty shift.

### 43.1 Fire Duty Schedule

The Fire Duty Schedule consists of a 9-day cycle where each team works one 24-hour shift, followed by 24 hours off duty, works another 24-hour shift, followed by 24 hours off duty, then works a final 24-hour shift, followed by 4 consecutive days off duty.  
~~if XXXXXXXX subject to these conditions: no employee is to work more than 48 hours of continuous fire duty except that an additional 2 hours may be worked if required to meet immediate departmental staffing needs; an employee who has worked~~

~~48 continuous work hours of fire duty may work an additional 8 hours in the subsequent 24 hour period of non-work between duty times.~~

The Fire Duty Schedule (inclusive of shift trades and volunteered or ordered overtime) is subject to this condition: no employee is to work more than 72 hours of continuous fire duty, not inclusive of a wildland/USAR deployment in the event of a natural disaster, or other unforeseen emergency as defined by the Director of Public Safety or designee.

#### 43.2 Patrol Duty Schedule

43.2.1 Public Safety sworn personnel assigned to Police Patrol shall work the following:

a. ~~A The Patrol Duty Schedule that is an eleven (11) hour shift, and provides for a regular rotating pattern of work days and days off. The Patrol Duty Schedule is four (4) days on followed by four (4) days off. In addition, required training days will be scheduled contiguous to the work week, resulting in a five day work week when training days occur. This shall provide for a base annual work schedule of 2080 hours per officer.~~

b. The Patrol Duty Schedule described above results in an officer working 2002 hours per year, 78 hours short of the required base annual work schedule of 2080 hours per year. Therefore, 78 hours are scheduled as in-service training days; training days not to exceed 9 days per year and will be scheduled contiguous to the work schedule resulting in a five-day work schedule when training occurs. For each training day scheduled, a one-hour lunch will normally be scheduled. When a one-hour lunch is scheduled, one-half (1/2) hour will be paid and one-half (1/2) hour is unpaid.

~~e. Schedules shall not be adjusted for more than five hours from the normal duty schedule for training purposes. The following chart reflects the new shift hours available for assignment:~~

~~d. —~~

~~e. —~~

~~f. Squad 4/11 Schedule~~

~~g. Squad 1 0500-1600~~

~~h. Squad 2 0700-1800~~

~~i. Squad 3 1200-2300~~

~~j. Squad 4 1530-0230~~

~~k. Squad 5 1800-0500~~

~~l. Squad 6 2100-0800~~

~~m. —~~

~~n. For exigent circumstances or planned special events, the work hours may be shifted not to exceed five (5) hours from the normal duty schedule. This is in accordance with the established past practices between the parties.~~

Such change shall not be for fiscal purposes.

- ~~o. \_\_\_\_\_~~
- ~~p. The parties agree to continue to meet and confer to develop an interim patrol schedule for implementation beginning team year 2007 pursuant to the side letter of agreement.~~
- ~~q. \_\_\_\_\_~~
- ~~r. Annually, the parties shall have the 4/11 Committee consider how the interim and any future Police Patrol 4/11 Schedule are working, reviewing such factors as calls for service, efficiency in handling calls, performance outcome measures, needs of the Department of Public Safety, and needs of citizens. The Committee shall plan its meetings early enough in the calendar year so as to enable the parties to meet the deadline described hereafter.~~
- ~~s. \_\_\_\_\_~~
- ~~t. After the Committee finishes its deliberations, it shall forward any positions reflecting Committee recommendations, including those of any Committee members, to the City and PSOA.~~
- ~~u. \_\_\_\_\_~~
- ~~v. Thereafter, should either party seek a change in the then-existing Police Patrol Schedule, it shall notify the other of its request to meet and confer in good faith. Any such negotiations shall comport with applicable law. Furthermore, the meet and confer process shall be started early enough so that any changes would be final before September 15<sup>th</sup> of any year, because of the bid process. No change shall be implemented after September 15<sup>th</sup> of any given year, until the next year's bid. However, the parties may agree to change the implementation date by mutual agreement.~~
- ~~w.c. \_\_\_\_\_~~
  - ~~i. It is recognized that changes in a Police Patrol Schedule may impact the hours for minimum staffing referenced in 43.2.4. To the extent that the hours are impacted, this shall also be subject of negotiations required under this section.~~
  - ~~ii. \_\_\_\_\_~~

43.2.2 Officers and Lieutenants working in Patrol will not be allowed to work longer than fifteen (15) consecutive hours except in extenuating circumstances.

~~43.2.3 If there is no Police Operations Captain assigned during scheduled work hours, a Lieutenant scheduled during that time will be assigned as Watch Commander. The choice will be made by Public Safety Administration and will not necessarily be on the basis of seniority. There will be no out-of-class pay for such an assignment. Any Lieutenant assigned to replace a Captain during the Captain's regularly scheduled hours will be compensated at out-of-class rate if all other Memorandum of Understanding criteria are met.~~

~~43.2.4 \_\_\_\_\_~~

~~43.2.5~~ 43.2.3 With the exception of the hours 0300-0530, ~~The~~ the Patrol Duty

~~schedule~~ Schedule will have a minimum of two (2) Lieutenants on-duty around the clock, seven (7) days a week. In addition, minimum Public Safety Officer (PSO) staffing levels will be maintained during certain hours of the day. Minimum PSO staffing levels will be maintained as indicated during the hours ~~and the day of the week~~ specified:

HOURS	MON	TUES	WED	THU R	FRI	SAT	SUN
<del>0230-0700</del>	<del>9</del>	<del>9</del>	<del>9</del>	<del>10</del>	<del>10</del>	<del>10</del>	<del>10</del>
<del>0700-1200</del>	<del>10</del>	<del>10</del>	<del>10</del>	<del>10</del>	<del>10</del>	<del>10</del>	<del>9</del>
<del>1200-1700</del>	<del>13</del>	<del>13</del>	<del>13</del>	<del>13</del>	<del>13</del>	<del>12</del>	<del>11</del>
<del>1700-2200</del>	<del>13</del>	<del>13</del>	<del>13</del>	<del>13</del>	<del>13</del>	<del>13</del>	<del>13</del>
<del>2200-0230</del>	<del>13</del>	<del>13</del>	<del>14</del>	<del>14</del>	<del>15</del>	<del>15</del>	<del>13</del>

<u>Squad</u>	<u>Schedule</u>	<u>Time frame</u>	<u>Minimum</u>	<u>Optimum</u>
<u>1</u>	<u>0530-1630</u>	<u>0530-1200</u>	<u>10</u>	<u>12</u>
		<u>1200-1800</u>	<u>11</u>	<u>13</u>
<u>2</u>	<u>0700-1800</u>	<u>0530-1200</u>	<u>10</u>	<u>12</u>
		<u>1200-1800</u>	<u>11</u>	<u>13</u>
<u>3</u>	<u>1200-2300</u>	<u>1200-1800</u>	<u>11</u>	<u>13</u>
		<u>1800-2000</u>	<u>11</u>	<u>12</u>
<u>4</u>	<u>1600-0300</u>	<u>1200-1800</u>	<u>11</u>	<u>13</u>
		<u>1800-2000</u>	<u>11</u>	<u>12</u>
		<u>2000-0300</u>	<u>11</u>	<u>13</u>
<u>5</u>	<u>2000-0700</u>	<u>2000-0300</u>	<u>11</u>	<u>13</u>
		<u>0300-0530</u>	<u>6</u>	<u>7</u>
		<u>0530-1200</u>	<u>10</u>	<u>12</u>

The parties understand that the Department of Public Safety is continually attempting to optimize the utilization of staff. The parties agree to discuss any proposed changes to staffing levels and hours. During the term of this agreement, no changes to the schedule listed above shall be made absent mutual agreement.

~~Whenever an employee's work schedule is changed, the changeover schedule must provide for eight (8) hours off between shift assignments and follow all FLSA rules.~~

### 43.3 Assignment Preferences

- 43.3.1 ~~The City will assign employees to police-Police services-Services or fire-Fire services-Services, or Special Operations~~ using "duty preference statements" in order of seniority whenever practicable, keeping in mind balance of experience and training. ~~Police-services includes assignments in patrol, traffic, detectives, crime prevention, and police training. Fire services includes assignments in fire field operations, fire prevention, and fire training.~~
- 43.3.2 After a total of fifteen (15) years of service as a Public Safety Officers and/or a Public Safety Lieutenants with the Department of Public Safety, an employee may select ~~police-Police services-Services or fire-Fire services~~Services. The years of service calculation begins when an employee is appointed to PSO I. The employee is considered "15 year qualified" in the team year following completion of 15 years of service with the Department of Public Safety (combined PSO I, PSO II, and/or Lieutenant).
- 43.3.3 ~~Such selection may occur for up to three (3) consecutive years, at which time the City may assign such employee to either a police field operations or fire field operations assignment for up to one (1) year. After the employee is "15 year qualified", as described in 43.3.2, an employee's selection of Police or Fire Services may occur for up to three (3) consecutive years, at which time the City may assign such employee to either Police Services of Fire Services for up to one (1) year. Thereafter, the employee selection and City assignment shall continue on the same "three year-one year" basis.~~
- 43.3.4 ~~Thereafter, the employee selection and City assignment shall continue on the same "three year-one year" basis. Article 43.3.3 is not applicable within the first three full years of promotion to Lieutenant or to the administrative assignment by the Chief to Internal Affairs Lieutenant or Office of Emergency Services Lieutenant positions.~~

#### 43.4 Special Assignments

Special Assignments shall be governed according to the Special and Collateral Assignments and Rotation ~~guidelines~~-Policy approved by the Director of Public Safety, in agreement with PSOA through the Joint Resolution Committee process. Such guidelines will be maintained by the Department of Public Safety.

#### 43.5 Reassignment of Personnel

- 43.5.1 Work schedule adjustments and extra time rules when changing work assignments are as outlined below:
- a. Assignment changes are made concurrent with the beginning of a pay period whenever possible.
  - b. In general, overtime will only be paid when an employee works beyond the scheduled work hours for their assigned position. Note –

hours worked past midnight Saturday into Sunday of the new pay period are considered as satisfying the work hour norm for the old assignment.

c. Whenever an employee's work schedule is changed, the changeover schedule must provide for a minimum of eight (8) hours off between shift assignments and follow all FLSA rules.

d. For exigent circumstances (e.g. earthquake, flood, terrorist event, etc.), the work hours may be shifted temporarily, for a time frame necessary to address the event, at the direction of the Director of Public Safety or designee. For pre-planned special events (e.g. Super Bowl, POTUS visit, etc.) the work hours may be shifted temporarily, not to exceed two (2) weeks, at the direction of the Director of Public Safety or designee. Such change shall not be for fiscal purposes.

43.5.2 Elective/Voluntary Reassignment (annual changeover assignment bid, transfer request, etc.):

a. When an employee elects a new assignment at the beginning of a team year, or voluntarily initiates an assignment change throughout the team year, work schedule adjustment is as follows:

<u>From (Old):</u>	<u>To (New):</u>	<u>Description:</u>
<u>Fire</u> <u>Team X 0800</u>	<u>Patrol</u> <u>Squad 1 0530</u> <u>Squad 2 0700</u> <u>Squad 3 1200</u>	<u>8.0 hours PTO to be taken on first NEW Patrol shift from 0800-1600, then 3.0 hours worked (or PTO) satisfy 11.0 hour work norm for the first NEW shift; alternatively, the employee has the option to elect to work straight through for 11.0 hours (0800-1900 hours)</u>
<u>Patrol</u> <u>Squad 4 0300</u>  <u>Squad 5 0700</u>	<u>Fire</u> <u>Team X 0800</u>	<u>3.0 hours PTO to be taken on first NEW Fire shift from 0800-1100</u> <u>7.0 hours PTO to be taken on first NEW Fire shift from 0800-1500</u>
<u>Patrol</u> <u>Squad 3 2300</u>  <u>Squad 4 0300</u>  <u>Squad 5 0700</u>	<u>Patrol</u> <u>Squad 1 0530</u>  <u>Squad 1 0530</u> <u>Squad 2 0700</u>  <u>Squad 1 0530</u>	<u>After an employee has been provided the requisite 8.0 hours off following the conclusion of the OLD assignment, the employee will need to work or use leave equal to 11.0 hours in order to meet work hour norms for the first NEW shift (e.g. may either take 11.0 hours of PTO for entire first Patrol shift, or may elect to work part of those 11.0 hours and charge the balance to PTO)</u>



	<u>Squad 2 0700</u> <u>Squad 3 1200</u>	
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b. If there is no intervening day off between old and new Patrol assignments after five (5) consecutive days have been worked, then the first new shift will be taken off and the employee must work or take leave elsewhere in the pay period to meet their work hour norm.

#### 43.5.3 Administrative Reassignment (non-elective assignment changes):

a. When management elects to assign an employee to a shift not of the employee's choosing, the following work schedule adjustments shall apply where there is no intervening day off between the old and new work assignments\*:

Fire to Patrol: the first new Patrol shift will be given as a day off.

Patrol to Fire: the employee will be given a minimum of 8.0 hours off between the old and new assignment.

Team to Team (Patrol): the first new Patrol shift will be given as a day off.

\* Any deficit in work hours due to administrative reassignment will not require the use of personal leave.

#### 44. Shift Substitution

Public Safety Officers and Lieutenants shall be entitled to substitute twelve (12) tours of duty exclusive of substitutions for educational or civic activities among each other by mutual agreement. Such substitutions shall be subject to these conditions:

44.1 Request must be submitted by the parties to the substitution indicating the shift or tour of duty for which the substitution is to take place and will acknowledge that the City will not be held liable for:

- i. any extra time involved in the fulfillment of the agreement by either party to the agreement to satisfy the conditions agreed to, and
- ii. any incidents occurring to the party off the job as a result of the shift or tour of duty.

The methodology utilized to make such request shall be determined by the Department of Public Safety, and may include a written statement signed by both parties or

completion of the request on a secure web-based system, such as the Fire Internal Website (DAISY/DPSWEB), or other similar system.

- 44.2 The substitution must be approved in advance by the Team Captain or his/her designee, as may be determined by the Director of Public Safety.
- 44.3 The person initiating the trade is to be charged.
- 44.4 The trade and its repayment will not be subject to extra time provisions.
- 44.5 Shift and tour of duty trades will be made only between qualified persons as determined by both parties' Captain(s). Ordinarily, a 12-hour fire shift trade will equal an 11-hour patrol shift.
- 44.6 ~~Shift substitutions for education will be limited to eight hours per shift.~~ Deleted
- 44.7 No shift substitutions nor paybacks will be approved for scheduled patrol or fire tower training days or special training days scheduled at the beginning of the schedule year by the Training Lieutenant except under extenuating circumstances and approved by the appropriate Public Safety Captain.
- 44.8 Shift trade paybacks will be allowed only on regular days off. Fire personnel assigned to fire Operations on a 24-hour shift, no shift substitution shall be allowed which results in an employee working more than 72 hours of continuous duty. For personnel assigned to Police Operations, no shift substitution shall be allowed which results in less than 8 hours off between shift assignments.
- 44.9 Shift substitutions shall be approved only for employees whose overall rating on the most recent achievement audit was at least competent.
- 44.10 Every instance of shift substitution for personal reasons shall be counted as one shift trade regardless of whether it is a full shift or a portion of a shift.
- 44.11 Definitions of "civic activities" for purposes of Substitutions of Shifts:

Active participant in an event as a member or officer of:

- Department Pistol Team
- Department Fire Brigade
- Department or City-Sponsored project
- Civic or service-oriented clubs (Lions, Rotary, Kiwanis, etc.)
- School District sponsored Parent Teacher Associations (PTA)
- Coach of children's athletic teams
- PSOA basketball and softball leagues
- PSOA business functions

44.12 Definition of “educational activities” for purposes of substitution of shifts:

Those educational courses which would ordinarily qualify for reimbursement by the City or be otherwise directly related to Public Safety.

45. Selection Appeal Procedure

45.1 Job applicants may file an appeal of the selection process based only on one of the following:

45.1.1 The employee's completed application form is in dispute;

45.1.2 Assertions that the employee's experience, training, education, etc., as detailed on the employee's application, meets the qualifications as advertised in the job announcement;

45.1.3 Assertions that the City's selection procedure was not followed;

45.1.4 Assertions that the employee has been discriminated against on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical conditions, marital status, or Association membership in any aspect of selection.

45.2 In such cases, the employee shall file a written statement specifying the dispute and requesting a review before the Director of Human Resources.

45.3 Such statement must be submitted within seven (7) calendar days after the applicant knew or should have known of the problem prompting the appeal pursuant to 45.1.1, 45.1.2, 45.1.3 or 45.1.4 above.

45.4 A review before the Director of Human Resources or designee shall be set for a time that is within seven (7) calendar days of receipt of the appeal.

45.5 A fair and impartial review shall be held with the Director of Human Resources or designee to consider the facts and circumstances of the appeal. Applicant may submit any pertinent materials. If the appeal relates to an oral interview in which the Director of Human Resources participated, the appeal will go directly to the Assistant City Manager for the final determination (see 45.8 below).

45.6 The Director of Human Resources or designee will provide a written response to applicant within seven (7) calendar days.

45.7 Should applicant still be dissatisfied with the response, he/she may request within seven (7) calendar days a further review before the Assistant City Manager or designee who is at least at the Department Director level.

45.8 Assistant City Manager or designee shall hold a review within seven (7) calendar days from the date of the appeal to further consider the facts and circumstances of the appeal. Assistant City Manager or designee shall make a final decision and notify applicant within fourteen (14) calendar days of the appeal.

46. Grievance/MOU Interpretation Impasse Procedure

PREAMBLE

The parties agree that this grievance procedure is designed to resolve labor management issues in a way that maximizes the chances of mutual agreement. The communications/appeals process described below should also maximize harmonious, respectful, and polite communications, whether up or down the chain of command.

DEFINITIONS

1. Grievance. A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Employee Handbook, City Ordinance, City Code, or Departmental Policy, rules or regulations covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the employees or the association. The content of Employee Performance Audits is not grievable.
2. Written Grievance. A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's name, representative's name, if any; the specific section of the MOU, Employee Handbook, City Ordinance, City Code, or Departmental Policy alleged to have been misapplied, a specific description of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.
3. Grievant. A grievant is an employee, a group of employees or the Association. A grievant may file a grievance, as defined above. Alleged misapplication which affects more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Work day is defined as Monday through Friday exclusive of holidays as provided by the City's holiday schedule.

GRIEVANCE PROCEDURE

1. Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate management supervisor in an attempt to resolve the grievance. The management supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.

2. Written Grievance.

- A. Level 1: If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within twenty (20) calendar days from the event giving rise to a grievance, or from the date the employee should reasonably have been expected to have knowledge of such event, file a formal written grievance with his/her most immediate management supervisor of the rank of Captain. The Captain shall, within seven (7) work days from the receipt of the grievance, meet the grievant and give a written response to the grievant on the original grievance form.
- B. Level 2. If the grievant is not satisfied with the written response from his/her most immediate Captain, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with his/her Deputy Chief. Within seven (7) work days of receipt of the written appeal, the Deputy Chief shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form.
- C. Level 3. If the grievant is not satisfied with the written response from his/her Deputy Chief the grievant may, with seven (7) work days from the receipt of the response appeal the grievance to the Director of Public Safety. Within seven (7) work days of receipt of the written appeal, the Director of Public Safety or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.
- D. Level 4. If the grievant is not satisfied with the written response of the Director of Public Safety, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the Director of Human Resources. Within seven (7) days of receipt of the written appeal, the Director of Human Resources (or designee) shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.
- E. Level 5. If the grievant is not satisfied with the written response of the Director of Human Resources, the grievant may, within seven (7) work days from the receipt of this response, file a written appeal to the City Manager. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which shall be final and binding, except as provided, below, in CONFIRMABLE ARBITRATION.

GENERAL PROVISIONS

- 1. The time limits set forth herein above are to be strictly followed. Time limits may

be waived by mutual agreement.

2. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered denied.
3. If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless, modified in writing by mutual consent of the parties.
4. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
5. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
6. Formal levels may be waived by mutual consent of the parties.
7. If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) work days after notification, such opportunity shall be considered waived, and the proposed settlement shall be implemented and the matter closed.
8. Although grievances will normally be filed at the first level, the parties recognized that certain grievances, due to their nature, should be more appropriately filed at a higher level. The parties therefore agree that grievances should be filed at the lowest level wherein the incumbent has the authority to resolve such grievance.
9. By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

#### IMMEDIATE ARBITRATION

1. If the Association reasonably believes the City has violated or is threatening to violate this MOU in a manner which will result in irreparable injury if processed through the normal grievance process, the Association may submit the grievance under the following expedited procedure. An "irreparable injury" is any injury that cannot be cured after the fact. For example, a suspension or pay reduction would not be an irreparable injury because it could be cured by a backpay award. However, the City's cancellation of an employee's honeymoon vacation could be an irreparable injury because it cannot be cured after the fact.
2. A grievance under this procedure shall be submitted directly to the Third Level

(Director of Public Safety) of the grievance procedure and shall be processed in an expedited manner (i.e., all responses shall be due within three (3) days). If the grievance is denied at any level, the grievance shall be deemed immediately appealed to the next level of the grievance procedure at the time of the denial. As soon as the grievance is filed/submitted at the Third Level, the parties shall commence immediately to pick an arbitrator and attempt to arrange for an arbitration hearing before the threatened action (these actions will be parallel to pursuit of the grievance steps described herein).

3. If the grievance is denied at the Fifth Level, the grievance shall immediately be submitted to Confirmable Arbitration.
4. It is the intent of the parties to have the arbitrator rule, one way or the other, before the threatened action takes place.

#### CONFIRMABLE ARBITRATION

1. If a grievance has been properly processed through GRIEVANCE PROCEDURE, above, and has not been resolved, then the grievant, through the Association, may appeal the grievance to Confirmable Arbitration.
2. To request confirmable arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) work days of receipt of an answer at Level 5, or ten (10) work days from the last day an answer was possible at Level 5 of GRIEVANCE PROCEDURE.
3. The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.
4. Within ten (10) work days following receipt of the above-referenced list, the parties shall communicate to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
5. Within twenty (20) calendar days following receipt of the notice of appeal to confirmable arbitration, a meeting or discussion shall be arranged by the Director of Human Resources or designee with the employee and appropriate Association representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and within 30 days of the hearing render a written decision with reasons for the decision.

### Post Hearing Briefs

In the interest of economy and to effect a more expeditious decision-making process, consistent with a just result, the parties contemplate oral arguments only, with no written post-hearing briefs. Where one or both parties believe that the case is factually or legally complicated enough to warrant post-hearing briefs rather than oral argument, either party may request that the arbitrator permit the submission of post-hearing briefs.

Where such a request is made, the arbitrator shall consider the parties' interests in achieving a fair result while minimizing costs and reaching an expeditious decision.

If the arbitrator believes that a case is factually or legally complicated enough to warrant post-hearing briefing, he or she may order that the parties submit such briefs even in the absence of a request by either party.

7. Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. However, this paragraph is subject to the provisions of paragraph 10, hereafter.
8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
9. The decision of the arbitrator shall be final and conclusive (*i.e.*, "confirmed") unless the City acts within fifteen calendar days of the date of the award to exercise an option to take the dispute to Superior Court.
10. The City shall exercise its option by sending written notice to the PSOA within the above-mentioned fifteen day time period. In addition, by doing so it shall incur the financial obligation of paying within sixty days of the written notice from the Association all of its legal fees and costs (including its share of the arbitration costs). In addition, any applicable statutes of limitations for seeking judicial relief are agreed to have been waived by the City, because the Association initially took the matter to Confirmable Arbitration, under this agreement.
11. The PSOA may then take the dispute to the courts. Once a final judgment is entered, if the Association prevails in whole or in part, the City shall be responsible for the totality of the Association's attorney's fees and costs of the prosecution of its case in the judicial forum. These monies shall be paid within sixty days of the judgment.
12. If the City exercises its option as above-described, then the judicial proceedings shall be considered a trial *de novo*, in the same fashion as judicial proceedings are considered when one side or the other rejects court-mandated arbitration.



13. If the arbitration is final and conclusive, as described above, by the City not exercising its option to force the matter to judicial proceedings, then the arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, *et seq.*

#### APPEAL PROCEDURE WAIVER

The Association agrees that the procedures set forth herein is the only grievance procedure available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances, Resolutions, or Policies are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer.

#### 47. Just Cause

- 47.1 Employees covered by this Agreement shall be disciplined only for just cause. Appeals of disciplinary actions shall normally be processed through the Personnel Board in accordance with Chapter III, Article X, Section 8 of the Administrative Policy. However, at the employee's request, PSOA may appeal a suspension in excess of two pay periods, a demotion, or a termination to Confirmable Arbitration pursuant to Article 46 of this Agreement.
- 47.2 The election of remedies must take place during the period specified in Chapter III, Article X, Section 8, Subd. 1 of the Administrative Policy. However, the Director of Human Resources may agree to extend the time at the Association's request.

#### 48. Joint Resolutions Committee (JRC)

- 48.1 The City and the Association agree to establish a committee for the resolution of problems. The parties agree that this committee is formed to resolve labor-management issues in a way that maximizes the chances of mutual agreement. The communications process should also maximize harmonious, respectful, and polite communications, whether up or down the chain of command.
- 48.2 The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Association. To promote a problem-solving approach, the parties agree that decision making shall be by consensus.
- 48.3 Consequently, the parties agree to meet monthly to discuss any issue concerning the rights of either party or the relationship between the City and the Association or the City and employees the Association represents. The purpose of the meetings is to exchange information and to solve problems. By mutual agreement, the parties may meet more often than once a month.
- 48.4 The parties agree that such meetings shall not be negotiations and therefore the results

of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

- 48.5 Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic.
- 48.6 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process,

the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

48.7 To this end, the following basic concepts shall be adhered to:

- Agendas will be jointly set and minutes kept.
- An effort will be made to include key policy decision-makers.
- The Committee may appoint sub-committees to study major issues and report back to the JRC with recommendations for resolution.
- A mutually agreed-upon committee effectiveness training shall be provided to assist in establishing Committee operating guidelines.

48.8 The JRC shall be charged with the following:

48.8.1 Internal Communication - Improved Relationship

Discuss ways in which open and honest communications between the parties can occur so that misunderstandings may be reduced.

48.8.2 Identifying Potential Problem Areas and/or Issues

Identify and resolve potential problems or issues as they arise in order to maximize harmonious relationships between PSOA and Department Management.

49. Association Executive Board

The Association will provide a full list of Executive Board Members to the Director of Human Resources. The Association will inform the Director of Human Resources in writing of any changes within 10 days of the effective date.

50. HRIS/Financial System

The City contemplates implementing a new HRIS / Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.

51. Pay Date Reopener

The City may elect to reopen the contract to propose changing the pay date once all other city bargaining units have agreed to implement the City's proposal.

52. Cash In-Lieu of Medical Coverage Reopener

Upon written request from the City, the parties agree to reopen this MOU and to meet and confer

with the goal of replacing the Cash- In-Lieu of Medical Coverage option with a benefit of similar value which will not impact employees' regular rate of pay pursuant to the Flores v. City of San Gabriel case. Statutory impasse procedures shall apply to these negotiations.

CITY OF SUNNYVALE

PUBLIC SAFETY OFFICERS  
ASSOCIATION

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Dated: \_\_\_\_\_

## STANDARD SCHEDULE FOR REASSIGNMENT OF PERSONNEL

1. ~~The extra time rules when changing work assignments at the beginning of a schedule year or when changes are made during a schedule year are detailed below. Changes are made concurrent with the beginning of a pay period whenever possible. In general, overtime will only be paid when an employee works beyond the hours in the police or fire schedule to which the employee is assigned.~~

2. ~~When there is at least one intervening day off between work days in the old and new schedules, no overtime shall be paid:~~

<del>_____</del>	<del>S</del>	<del>_____</del>	<del>S</del>	
<del>_____</del>	<del>O X X X X O</del>	<del>_____</del>	<del>X X X X X</del>	<del>Patrol</del>
<del>_____</del>	<del>O O X X X X</del>	<del>_____</del>	<del>O X X X X</del>	<del>to</del>
<del>_____</del>	<del>X X O O O O</del>	<del>_____</del>	<del>X X X X X</del>	<del>Patrol</del>
<del>_____</del>	<del>F</del>	<del>_____</del>	<del>O X X X X X</del>	<del>Fire to</del>
<del>_____</del>	<del>O</del>	<del>_____</del>	<del>F O X X X X</del>	<del>Patrol</del>
<del>_____</del>	<del>O O X X X X O</del>	<del>_____</del>	<del>F</del>	<del>Patrol</del>
<del>_____</del>	<del>O O X X X X X</del>	<del>_____</del>	<del>O F</del>	<del>to Fire</del>

3. ~~An employee will be entitled to a minimum of two (2) days off, after having worked five (5) consecutive days. When a change in Patrol schedules results in more than five (5) consecutive days worked between the old and new schedules, the sixth and seventh days will be taken off. When mandated training is scheduled for the sixth day, the seventh and eighth days shall be taken off.~~

<del>_____</del>	<del>S</del>	<del>_____</del>	<del>S</del>	
<del>_____</del>	<del>X X X X X</del>	<del>_____</del>	<del>X X X O O</del>	<del>Scheduled</del>
<del>_____</del>		<del>_____</del>	<del>O O X O O</del>	<del>Will Work</del>

4. ~~If at least ten (10) hours off is provided between changes from Squad to Squad, and no more than five (5) consecutive days work between the old and the new schedules, no intervening days off will be required. Changes between Squads will normally roll forward.~~

<del>_____</del>	<del>S</del>	<del>_____</del>	<del>S</del>	
<del>Squad 1</del>	<del>O O X X X</del>	<del>_____</del>	<del>X X O O O</del>	<del>Squad 2</del>
<del>Squad 2</del>	<del>O O X X X</del>	<del>_____</del>	<del>X X O O O</del>	<del>Squad 4</del>

5. When changing from a Fire shift to a Patrol shift, where there is no intervening day off, the first scheduled work shift shall be taken off and the first scheduled day off shall be worked.

	S	S	
Fire to	F	X X X X O	Scheduled
Patrol	F	O X X X X	Will Work

6. When changing from a Patrol shift to a Fire shift where there is no intervening day off but at least 12 hours off between the last Patrol shift and the first Fire shift, 10 hours of overtime will be paid, and 14 hours of regular time will be paid for that first fire shift.

	S	S	
Patrol	X X X X X	F*O	10 Hours Overtime
to Fire			14 Hours Regular

Squad 1 off 1645 Saturday	* When the change results
Squad 2 off 1715	in six consecutive shifts
	worked between old and
	new schedule.

	S	S	
	O O X X X X	F O	No Overtime

Squads 3, 4, 5, and 6 shall work the last available day off in the old schedule and take off the last work day in the old schedule.

Squad 3 off 2145 Saturday
Squad 4 off 0230 Sunday
Squad 5 off 0700 Sunday
Squad 6 off 0730 Sunday

	S	S	
	O O X X X	F O	Scheduled
	O X X X O	F O	Will Work

7. In the case of assignment changes to or from a regular five (5) day work schedule (non-shift), these same general rules apply.

<b>CLASSIFICATION:</b>	<b>AREA OF ASSIGNMENT:</b>	<b>RECEIVE IN-LIEU OF HOLIDAY PAY (4.15 HRS P/PP = 108.0 HRS P/YR)</b>
------------------------	----------------------------	--

**LIEUTENANTS**

Patrol Line	yes
Fire Line	yes
Fire Prevention	no
Investigations	no
Traffic	no
Crime Prevention	no
Office of Emergency Services	no
Fire Training	no
Training - EMS	no
Police Training	no
Personnel	no
Professional Standards	no

**OFFICERS**

Fire Line	yes
Fire Training Officers (FTO)	yes
Patrol Line	yes
Desk Officers (DO)	yes
Police Training Officers (PTO)	yes
Crime Scene Investigators (CSI)	yes
Canine Handlers (K-9)	yes
Traffic	no
Crime Prevention	no
Neighborhood Resources Officer (NRO)	no
Fire Prevention	no
Investigations	no
Rangemaster	no
Recruitment	no
Long-Term Leave/Modified Duty (not assigned)	no

~~Comprehensive MOU 2006–2015~~  
~~Exhibit 1~~  
~~Bilingual/Translator Proficiency Levels~~



	A	No ability whatsoever or knowledge limited to isolated words and/or phrases.
Functional	1	Can greet people and introduce him/herself and others and can ask and answer questions about personal details such as where he/she lives, people he/she knows, and the things he/she has. Can understand dates and numbers, and give basic information for a registration or application form. Can express simple needs and interact in a simple way, if the other person talks slowly and clearly and provides help, for example by repeating what he/she says. Can ask for and give directions, and order a meal.
	2	Can understand and pass on simple messages. Can deal with simple, straightforward information, and maintain simple face-to-face conversations, using at least one form of the present, past and future tenses. Can give a simple description or presentation about people, daily routines (at home and at work), likes/dislikes, etc. in a series of simple phrases and sentences. Can ask for and understand information to satisfy routine needs—for example when shopping or making travel and hotel arrangements, and when coping with ordinary problems over the telephone.
Intermediate	3	Can follow the general meaning of a conversation about familiar subjects. Can initiate, sustain, and close a conversation, covering a range of circumstances and topics, albeit with some errors. Can participate in guided discussions—e.g., can give professional instructions, explain a simple problem and give a solution, take visitors around their premises, offices or factories, or report on the status of a project. Can extend and politely reply to invitations, offer congratulations, and express preferences, agreement or disagreement or make complaints.
	4	Can understand information on familiar topics in contextualized settings and carry out sustained conversation with others on an expanding variety of general topics. Can purchase and describe familiar equipment, negotiate an agreement or terms of employment, establish professional contacts, deal with official procedures (visas, customs), give advice and make suggestions, for example, concerning health and safety.
Upper-Intermediate	5	Can carry out conversations using a number of strategies appropriate to a range of circumstances and topics, and while limited vocabulary still necessitates hesitation and wordiness, can produce connected speech for simple narration and descriptions. Can ask and answer predictable questions in the workplace. Can describe and give straightforward instructions for work processes and are comfortable in ordinary social and professional situations—including participating in discussions and meetings, and interrupting for explanations or to express their opinions about a project. Can discuss the quality of a product or service. Can express hypotheses and their consequences. Can understand and use all basic sentence structures and some more sophisticated ones, with the appropriate verb constructions.
	6	Can communicate competently and comfortably in many professional and personal contexts, and can find different ways of formulating what he/she want to express. Can manage communication adequately even in socially or lexically demanding situations—by asking for repetition or consulting a dictionary. Can participate easily in conversations with several native speakers, follow the general meaning of a meeting and ask for explanations when needed, deal with more demanding situations such as consulting a lawyer, accountant, or other professional, discuss a project and express demands, opinions or ideas. Can hold long telephone conversations, make travel arrangements and deal with unexpected problems.
Advanced	7	Can produce, initiate, and sustain spontaneous language interactions, although wordy when necessary. Can express opinions and defend their ideas during a discussion and understand some idiomatic expressions used by native speakers. Can function in situations such as managing an office—e.g., can settle a disagreement and use appropriate vocabulary to deal with most professional situations. Can present and summarize ideas to a group, with some assistance. Can use the language in more complex, cognitively demanding situations, and can use it as a means for learning in other personal, academic or professional areas.
	8	Can communicate effectively and appropriately even in demanding communicative tasks and situations, like conducting a meeting. Can participate easily in social and professional conversations. Can deal comfortably with most subjects over the telephone. Can receive business people, give a report or make a professional presentation in an open meeting, and make sales presentations. Can speak easily and with different shades of meaning, and can comprehend speech with ease, even on a 20-minute telephone conversation.
Professional	9	Can communicate effectively with various audiences on a wide range of familiar and new topics to meet most personal, academic and professional demands. Can participate confidently and effectively in discussions and meetings. Can express opinions and defend their ideas during



PSOA - May 15, 2016  
**PUBLIC SAFETY OFFICER II, STEP 6 - PROJECTED INCREASE**  
 (compares to Police Officer)

Top 8/ 1.77% PERS EPMC

Current monthly top step salary: | 10,771.87 |

All costs shown in the array represent the maximum monthly agency costs or contributions for the respective benefit.

				BASE PAY	BENEFIT PAY (Maximum Agency Contribution)												TOTAL COMP
City	MOU Dates	Month(s) Salary Changes	Salary Effective Date	Top-Step Base Salary	City Paid EE PERS	EE PERS % Rate	EPMC %	EPMC \$	Medical	EAP	Dental	Life	LTD	Uniform Allowance	Total Benefits Pay	Base Pay + Benefit Pay	
Sunnyvale (current)	07/01/06-06/30/15	July	07/06/15	10,771.87	969.47	9.00% a)	1.77%	190.66	515.00	in med	140.55	16.90	19.00	26.00 b)	1,877.58	12,649.45	
Sunnyvale (new)	07/01/06-06/30/15	July	07/01/16	10,919.63	982.77	9.00% a)	1.77%	193.28	515.00	in med	140.55	17.16	19.00	26.00 b)	1,893.75	12,813.38	
Alameda	11/1/15-12/18/21	January	1/10/2016	9,027.20	0.00	0.00%			1,940.82	3.19	149.20	7.60	n/a	166.67	2,267.48	11,294.68	
Fremont	07/01/15-06/30/17	July	annualized	8,891.89	0.00	0.00%			1,860.00	4.34	in med	4.20	57.16	145.83	2,071.53	10,963.42	
Hayward	07/01/04-06/30/19	July	7/1/2015	9,037.60	0.00	0.00%			1,940.82	5.62	184.04	n/a	n/a	75.00	2,205.48	11,243.08	
Milpitas	01/01/15-12/31/16	December	12/27/2015	9,893.11	0.00	0.00%			1,940.82	1.93	215.93	7.00	19.50	112.50	2,297.68	12,190.79	
Mountain View	07/01/15-06/30/17	July	7/1/2015	9,739.86	0.00	0.00%			1,940.82	2.77	224.76	64.28	0.00	0.00	2,232.63	11,972.49	
Richmond	07/01/13-06/30/16	July	7/1/2015	9,572.00	0.00	0.00%			1,940.82	3.83	122.46	14.50	25.00	66.67	2,173.28	11,745.28	
San Leandro	01/01/13-12/31/15	January	1/1/2015	8,721.00	0.00	0.00%			1,646.71	3.90	146.80	n/a	n/a	108.33	1,905.74	10,626.74	
Santa Clara	12/12/14-12/17/16	December	12/21/2015	11,046.00	0.00	0.00%			1,210.86	1.15	in med	4.20	0.00	50.00	1,266.21	12,312.21	

Notes:

- a) amount to be used per MOU.  
 b) PERSable figure only, not actually paid.

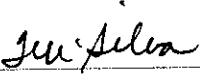
Fremont - effective 06/26/16 - 3.5% increase  
 Hayward - next salary increase 7/1/16 - 3%  
 Milpitas - 3.5% increase effective the pay period including January 1, 2016  
 Mountain View - next salary increase 7/1/16 - 2%  
 San Leandro - Contract expired 1/1/15; currently in negotiations

(0.00)

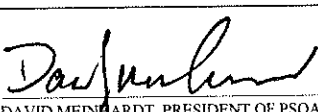
**Salary Calculation Methodology per MOU**

MOU Section		
10.6.2	Sunnyvale Current Total Compensation:	12,649.45
10.6.4	Average Total Compensation:	11,543.59
10.6.5	Average Total Compensation + 11%:	12,813.38
10.6.6	Dollar difference between 10.6.5 and 10.6.2:	163.93
10.6.7	Express 10.6.6 as a percentage of 10.6.2:	1.30%
10.6.8a	Percentage to apply to Top-Step Monthly Salary so that 10.6.2 equals 10.6.5:	1.37%

	Old Rate	New Rate
Hourly Salary	62.1454	62.9979
Monthly Salary	10,771.87	10,919.63
Annual Salary	129,262.46	131,035.53

  
 TERI SILVA, DIRECTOR OF HUMAN RESOURCES

8/02/16  
 DATE

  
 DAVID MEINHARDT, PRESIDENT OF PSOA

7/28/16  
 DATE

PSOA - May 15, 2016

**PUBLIC SAFETY LIEUTENANT- PROJECTED INCREASE**

(compares to Police Sergeant)

Top 8/ 1.77% PERS EPMC

Current monthly top step salary: | 12,628.60 |

All costs shown in the array represent the maximum monthly agency costs or contributions for the respective benefit.

City	MOU Dates	Month(s) Salary Changes	Salary Effective Date	BASE PAY		BENEFIT PAY (Maximum Agency Contribution)											TOTAL COMP	
				Top-Step Base Salary	City Paid EE PERS	% Rate	EPMC %	EPMC \$	Medical	EAP	Dental	Life	LTD	Uniform Allowance	Total Benefits Pay	Base Pay + Benefit Pay		
Sunnyvale (current)	07/01/06-06/30/15	July	07/06/15	12,628.60	1,136.57	9.00% a)	1.77%	223.53	515.00	in med	140.55	19.76	19.00	26.00 b)	2,080.41	14,709.01		
Sunnyvale (new)	07/01/06-06/30/15	July	07/01/16	12,797.73	1,151.80	9.00% a)	1.77%	226.52	515.00	in med	140.55	20.02	19.00	26.00 b)	2,098.89	14,896.62		
Alameda	11/1/15-12/18/21	January	1/10/2016	10,987.60	0.00	0.00%			1,940.82	3.19	149.20	7.60	n/a	166.67	2,267.48	13,255.08		
Fremont	07/01/15-06/30/17	July	annualized	10,686.00	0.00	0.00%			1,860.00	4.34	in med	4.20	57.16	145.83	2,071.53	12,757.53		
Hayward	07/01/04-06/30/19	July	7/1/2015	10,831.60	0.00	0.00%			1,940.82	5.62	184.04	n/a	n/a	75.00	2,205.48	13,037.08		
Milpitas	01/01/15-12/31/16	December	12/27/2015	11,951.14	0.00	0.00%			1,940.82	1.93	215.93	7.00	19.50	112.50	2,297.68	14,248.82		
Mountain View	07/01/15-06/30/17	July	7/1/2015	11,823.91	0.00	0.00%			1,940.82	2.77	224.76	66.00	0.00	0.00	2,234.35	14,058.26		
Richmond	07/01/13-06/30/16	July	7/1/2015	11,405.00	0.00	0.00%			1,940.82	3.83	122.46	14.50	25.00	66.67	2,173.28	13,578.28		
San Leandro	01/01/13-12/31/15	January	1/1/2015	10,465.00	0.00	0.00%			1,646.71	3.90	146.80	n/a	n/a	108.33	1,905.74	12,370.74		
Santa Clara	12/12/14-12/17/16	December	12/21/2015	12,791.00	0.00	0.00%			1,210.86	1.15	in med	4.20	0.00	50.00	1,266.21	14,057.21		

## Notes

0.00

a) amount to be used per MOU.

b) PERSable figure only, not actually paid.

Fremont - effective 06/26/16 - 3.5% increase

Hayward - next salary increase 7/1/16 - 3%

Milpitas - 3.5% increase effective the pay period including January 1, 2016

Mountain View - next salary increase 7/1/16 - 2%

San Leandro - Contract expired 1/1/15; currently in negotiations

**Salary Calculation Methodology per MOU****MOU Section**

10.6.2	Sunnyvale Current Total Compensation:	14,709.01
10.6.4	Average Total Compensation:	13,420.37
10.6.5	Average Total Compensation + 11%:	14,896.62
10.6.6	Dollar difference between 10.6.5 and 10.6.2:	187.60
10.6.7	Express 10.6.6 as a percentage of 10.6.2:	1.28%
10.6.8a	Percentage to apply to Top-Step Monthly Salary so that 10.6.2 equals 10.6.5:	1.34%

	Old Rate	New Rate
Hourly Salary	72.8573	73.8331
Monthly Salary	12,628.60	12,797.73
Annual Salary	151,543.23	153,572.77

TERI SILVA, DIRECTOR OF HUMAN RESOURCES

DATE

DAVID MEINERD, PRESIDENT OF PSOA

DATE

**City of Sunnyvale  
Salary Table - PSOA Classifications**

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
0341	DEPUTY CHIEF PUBLIC SAFETY	Mgmt-PSMA	E	20PS	179,815					211,547	7/3/2016
0236	PUBLIC SAFETY CAPTAIN	Mgmt-PSMA	E	19PS	160,551					188,883	7/3/2016
4601	PUBLIC SAFETY LIEUTENANT	PSOA	C	309	61.2286	64.2900	67.5045	70.8798	74.4238		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (BACHELOR'S DEGREE AND EMT)	PSOA	C	309BE	65.2085	68.4689	71.8924	75.4870	79.2614		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (BACHELOR'S DEGREE)	PSOA	C	309B	62.7593	65.8973	69.1921	72.6517	76.2843		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (EMT)	PSOA	C	309E	63.6777	66.8616	70.2047	73.7149	77.4007		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (MASTER'S DEGREE AND EMT)	PSOA	C	309ME	66.7392	70.0762	73.5800	77.2590	81.1219		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (MASTER'S DEGREE)	PSOA	C	309M	64.2901	67.5046	70.8798	74.4238	78.1450		7/3/2016
3006	PUBLIC SAFETY OFFICER ACADEMY ATTENDEE/GRADUATE	PSOA	C	305	46.1329	48.4396	50.8616	53.4046			7/3/2016
3006	PUBLIC SAFETY OFFICER ACADEMY ATTENDEE/GRADUATE (EMT)	PSOA	C	305E	47.9782	50.3771	52.8959	55.5407			7/3/2016
3002	PUBLIC SAFETY OFFICER I	PSOA	C	307	48.4396	50.8616	53.4046	56.0749			7/3/2016
3003	PUBLIC SAFETY OFFICER I - TRAINEE	PSOA	C	308	46.1329	48.4396	50.8616	53.4046			7/3/2016
3003	PUBLIC SAFETY OFFICER I - TRAINEE (EMT)	PSOA	C	308E	47.9782	50.3771	52.8959	55.5407			7/3/2016
3002	PUBLIC SAFETY OFFICER I (EMT)	PSOA	C	307E	50.3771	52.8959	55.5407	58.3178			7/3/2016
3001	PUBLIC SAFETY OFFICER II	PSOA	C	306	51.2588	53.8217	56.5127	59.3384	62.3053	63.8629	7/3/2016
3001	PUBLIC SAFETY OFFICER II (BACHELOR'S DEGREE AND EMT)	PSOA	C	306BE						68.0140	7/3/2016
3001	PUBLIC SAFETY OFFICER II (BACHELOR'S DEGREE)	PSOA	C	306B						65.4594	7/3/2016
3001	PUBLIC SAFETY OFFICER II (EMT)	PSOA	C	306E	53.3090	55.9744	58.7731	61.7118	64.7974	66.4174	7/3/2016
3001	PUBLIC SAFETY OFFICER II (MASTER'S DEGREE AND EMT)	PSOA	C	306ME						69.6105	7/3/2016
3001	PUBLIC SAFETY OFFICER II (MASTER'S DEGREE)	PSOA	C	306M						67.0560	7/3/2016
3000	PUBLIC SAFETY OFFICER IN-TRAINING	PSOA	C	305	46.1329	48.4396	50.8616	53.4046			7/3/2016
3000	PUBLIC SAFETY OFFICER IN-TRAINING (EMT)	PSOA	C	305E	47.9782	50.3771	52.8959	55.5407			7/3/2016

Notes

PSOA: Educational Incentive: The employee must provide the Department of Human Resources with notification of the degree to establish the educational incentive.  
 Bachelor's Degree - 2.5%  
 Master's Degree - 5.0%  
 Emergency Medical Technician (EMT) - 4.0%  
 Donning and Doffing - PS Officer-in-Training and PS Officer - 1.373%  
 Donning and Doffing - PS Lieutenant - 0.80%

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**PSOA:

**Category C**, applies to Public Safety Lieutenants, Public Safety Officers, and Public Safety Officers-in-Training

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE TO AMEND RESOLUTION NO. 190-05, THE CITY'S SALARY RESOLUTION AND THE PAY SCHEDULES FOR PAY PLAN CATEGORIES C (PUBLIC SAFETY OFFICERS ASSOCIATION EMPLOYEES) PAY PLAN CATEGORY D/E (PUBLIC SAFETY CAPTAINS AND PUBLIC SAFETY DEPUTY CHIEFS)**

WHEREAS, the 2006-2015 Memorandum of Understanding ("MOU") between the City and the Public Safety Officers Association ("PSOA") expired on June 30, 2015; and

WHEREAS, negotiators for the City of Sunnyvale ("City") and PSOA began the meet and confer process in April 2015, and met 22 times in effort to reach an agreement; and

WHEREAS, on August 12, 2016, the PSOA membership ratified the tentative agreement adopting a new MOU for a term through June 30, 2020;

WHEREAS, consistent with the terms of the new MOU and based on the results of the salary survey completed in 2016, the City desires to amend the City's salary resolution and pay (salary) schedules for PSOA employees, effective retroactive to July 1, 2016; and

WHEREAS, the MOU between the City and the Public Safety Managers Association (PSMA) expired on June 30, 2015, but the City wishes to maintain the differential between the ranks of Lieutenant and Captain by providing the same wage increase to the PSMA bargaining unit members as that provided to employees in the Lieutenant classification in PSOA, to avoid compaction between employees in the rank of Captain and the Lieutenants they supervise, by amending the City's salary resolution and pay (salary) schedules for PSMA employees, effective retroactive to July 1, 2016.

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

1. Resolution No. 190-05 is hereby amended by amending the pay rates (salary schedule) in Pay Plan Categories C (PSOA) and D/E (PSMA), as set forth in Exhibit "A" attached and incorporated by reference.
2. Resolution No. 190-05 is hereby amended by amending the text as set forth in Exhibit "B" attached and incorporated by reference.
3. The Salary Resolution amendments and pay rates noted above shall be effective July 1, 2016.

4. All other provisions of Resolution No. 190-05 shall remain in full force and effect.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

# EXHIBIT A

## City of Sunnyvale Salary Table - PSOA Classifications

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
4601	PUBLIC SAFETY LIEUTENANT	PSOA	C	309	61.2286	64.2900	67.5045	70.8798	74.4238		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (BACHELOR'S DEGREE AND EMT)	PSOA	C	309BE	65.2085	68.4689	71.8924	75.4870	79.2614		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (BACHELOR'S DEGREE)	PSOA	C	309B	62.7593	65.8973	69.1921	72.6517	76.2843		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (EMT)	PSOA	C	309E	63.6777	66.8616	70.2047	73.7149	77.4007		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (MASTER'S DEGREE AND EMT)	PSOA	C	309ME	66.7392	70.0762	73.5800	77.2590	81.1219		7/3/2016
4601	PUBLIC SAFETY LIEUTENANT (MASTER'S DEGREE)	PSOA	C	309M	64.2901	67.5046	70.8798	74.4238	78.1450		7/3/2016
3006	PUBLIC SAFETY OFFICER ACADEMY ATTENDEE/GRADUATE	PSOA	C	305	46.1329	48.4396	50.8616	53.4046			7/3/2016
3006	PUBLIC SAFETY OFFICER ACADEMY ATTENDEE/GRADUATE (EMT)	PSOA	C	305E	47.9782	50.3771	52.8959	55.5407			7/3/2016
3002	PUBLIC SAFETY OFFICER I	PSOA	C	307	48.4396	50.8616	53.4046	56.0749			7/3/2016
3003	PUBLIC SAFETY OFFICER I - TRAINEE	PSOA	C	308	46.1329	48.4396	50.8616	53.4046			7/3/2016
3003	PUBLIC SAFETY OFFICER I - TRAINEE (EMT)	PSOA	C	308E	47.9782	50.3771	52.8959	55.5407			7/3/2016
3002	PUBLIC SAFETY OFFICER I (EMT)	PSOA	C	307E	50.3771	52.8959	55.5407	58.3178			7/3/2016
3001	PUBLIC SAFETY OFFICER II	PSOA	C	306	51.2588	53.8217	56.5127	59.3384	62.3053	63.8629	7/3/2016
3001	PUBLIC SAFETY OFFICER II (BACHELOR'S DEGREE AND EMT)	PSOA	C	306BE						68.0140	7/3/2016
3001	PUBLIC SAFETY OFFICER II (BACHELOR'S DEGREE)	PSOA	C	306B						65.4594	7/3/2016
3001	PUBLIC SAFETY OFFICER II (EMT)	PSOA	C	306E	53.3090	55.9744	58.7731	61.7118	64.7974	66.4174	7/3/2016
3001	PUBLIC SAFETY OFFICER II (MASTER'S DEGREE AND EMT)	PSOA	C	306ME						69.6105	7/3/2016
3001	PUBLIC SAFETY OFFICER II (MASTER'S DEGREE)	PSOA	C	306M						67.0560	7/3/2016
3000	PUBLIC SAFETY OFFICER IN-TRAINING	PSOA	C	305	46.1329	48.4396	50.8616	53.4046			7/3/2016
3000	PUBLIC SAFETY OFFICER IN-TRAINING (EMT)	PSOA	C	305E	47.9782	50.3771	52.8959	55.5407			7/3/2016

### Notes

PSOA: Educational Incentive: The employee must provide the Department of Human Resources with notification of the degree to establish the educational incentive.  
 Bachelor's Degree - 2.5%  
 Master's Degree - 5.0%  
 Emergency Medical Technician (EMT) - 4.0%  
 Donning and Doffing - PS Officer-in-Training and PS Officer - 1.373%  
 Donning and Doffing - PS Lieutenant - 0.80%

### Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution

#### PSOA:

Category C, applies to Public Safety Lieutenants, Public Safety Officers, and Public Safety Officers-in-Training

## Salary Table - PSMA Classifications

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
0341	DEPUTY CHIEF PUBLIC SAFETY	Mgmt-PSMA	E	20PS	179,815					211,547	7/3/2016
0236	PUBLIC SAFETY CAPTAIN	Mgmt-PSMA	E	19PS	160,551					188,883	7/3/2016



## **EXHIBIT B**

### **CITY OF SUNNYVALE SALARY RESOLUTION**

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## CITY OF SUNNYVALE

### SALARY RESOLUTION

1.000. PAY PLAN SCHEDULES. The schedule of pay for each classification in the Classified Service and in the Unclassified Service enumerated by pay category in Sections 2.000, 2.100, 2.200, 2.450, 2.500, 2.600, 2.700, and 2.900 consists of hourly pay rates for each available step in each classification. The schedule of pay for Unclassified and Classified Management classifications enumerated by pay category in Sections 2.300, 2.400, and 2.800 consists of the annual control point for each classification. Pay Plan Schedules A through L apply to employee categories as follows:

The section in which each classification is assigned to a pay range is indicated in parentheses ( ) following the definition of the category.

Pay Plan Category A applies to employees represented by the Communications Officers Association (COA) (Section 2.000).

Pay Plan Category B applies to employees represented by the Sunnyvale Employees Association (SEA) (Section 2.100).

Pay Plan Category C applies to employees represented by the Public Safety Officers Association (PSOA) (Section 2.200).

Pay Plan Category D applies to unrepresented **Classified Management** employees. This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy (Section 2.300).

Pay Plan Category E applies to employees represented by the Sunnyvale Managers Association (SMA). This category represents first-line supervisors, mid-management, and staff level employees who plan and implement established City programs, budgets, and policy (Section 2.300).

Pay Plan Category F applies to employees in Unclassified **Department Director** positions who report directly to the City Manager. These classes are the highest level management positions at the department level. Employees in these positions are responsible for overall direction of their respective department operations within the context of City policy (Section 2.400).

Pay Plan Category G applies to unrepresented **Classified Confidential** employees (Section 2.450). [Note: For purposes of wage increases/decreases, benefits and leaves, Category G employees receive the same treatment as Category B employees, except as provided in Section 3.110 and Section 3.310.].

Pay Plan Category J applies to the **Unclassified** classifications listed under the **Job Training Partnership Act (JTPA)** (Section 2.700).

Pay Plan Category K applies to employees in unrepresented **Unclassified Management** classifications appointed directly by the City Attorney (Section 2.800).

Pay Plan Category L applies to **Classified Regular Part-time** employees represented by the Service Employee International Union (SEIU) (Section 2.900).

The Pay Ranges and Rates for each Subclass of a classification for which subclasses have been established shall be as set forth for the applicable classification.

The effective dates for each Pay Plan are indicated on the respective Pay Plan Schedules as set forth in Exhibit "A" (posted Salary Tables).

1.050. RETROACTIVE PAYMENT. SEPARATED/RETIRED EMPLOYEES. Retroactive salary adjustments which occur as a result of a collective bargaining settlement will be provided to those employees who are actively employed by the City at the time of the Memorandum of Understanding adoption by the City Council, and to those employees who have retired between the effective date for retroactivity and date of adoption by the City Council. Any employees who have separated or have been terminated prior to this adoption will not be eligible for any retroactive adjustments. Retroactivity will be provided for salary adjustment only. To be eligible for any other salary adjustment as a result of MOU provisions, the employee must be employed as of the established effective date of such action.

1.100. MANDATED DEDUCTIONS. Any state or federally mandated deductions are made in accordance with applicable law.

All employees hired after April 1986 shall be covered by Medicare. The employee and the City will each contribute the mandated percentage of the employee's wage toward the cost of Medicare.

Unemployment insurance is provided to employees at no cost to the employee.

2.000 THROUGH 2.900. ASSIGNMENT OF PAY RANGES AND RATES TO PAY PLAN. All Pay Ranges and Rates are contained in Exhibit "A" (posted Salary Tables) and incorporated by this reference.

3.000. LEAVE BENEFITS. The enumerated leave benefits are part of the Pay Plan or applicable Memoranda of Understanding.

3.010. LEAVE AUTHORIZATION. All leaves, with the exception of those of Category K members, must be approved in advance by the City Manager or designated Management representative under established procedure. Leaves of Category K members must be approved in

advance by the City Attorney.

3.020. LEAVE BENEFITS. TO WHOM APPLICABLE. Except as otherwise provided for herein, leave benefits are applicable to employees in Pay Plan Categories A, B, C, D, E, F, G, K and L.

3.030. LEAVE PAYMENT. All leave time shall be paid at the hourly straight time rate. Only one type of paid leave shall be paid at any given time and when paid shall be to the exclusion of any other paid time.

3.040. LEAVE SUBSTITUTION. No leave may be substituted for the authorized leave once the employee is on leave except as provided in the Administrative Policy; nor may any leave be authorized in addition to another leave for the same period.

3.100. PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML).  
MANAGEMENT.

(a) Employees in Categories D, F and K are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, disability/illness, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, management administrative leave, workers' compensation, floating holiday, and holiday.

Except for illness or emergency, all PTO shall be pre-planned and pre-approved. The minimum advance notice is 1 week. The City may at any time require written verification from a physician for a non-pre-planned absence for illness, family emergency or visits to a doctor, dentist or licensed mental health practitioner.

(b) PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. PTO shall not accrue during any unpaid leave, except in Section 3.100.  
(k) that employees use PTO or any other leave balance available to him/her to supplement workers' compensation benefits as provided by state law. Time off is paid provided there is adequate PTO accrued to cover the absence. Time off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

- (c) The accrual rates are listed below:

**TABLE A**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hrs/pp</b>	<b>Accrual Rate Hrs/yr</b>	<b>Days/yr</b>
1-26.99	0 to 1	6.5	169	21
27-130.99	1+ to 5	7.5	195	24
131-260.99	5+ to 10	9.0	234	29
261-442.99	10+ to 17	10.5	273	34
443-650.99	17 to 25	11.5	299	37
651+	25+	12.0	312	39

- (d) Eligible employees will accrue at the rates shown in Table A for the first 870 hours (21.75 weeks, 108.75 work days). After 870 hours are accrued, the employee will start accruing at the reduced rate levels of Table B.

**TABLE B**

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hrs/pp</b>	<b>Accrual Rate Hrs/Yr</b>	<b>Work Days/Yr</b>
1-130.99	0 to 5	5.0	130	16
131-650.99	5+ to 25	6.5	169	21
651+	25+	8.0	208	27

Accruals at this level will stop at 1040 hours (maximum cap) until total accrual is reduced below 1040.

- (e) If at any time the total accrual falls below 870 hours, the accrual rate will revert to the rates in Table A.

- (f) No minimum usage per year is required. Accruals carry over from one payroll calendar year to the next.

- (g) For a newly-hired Category F employee, the City Manager may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of hours. Such provision will be documented in the offer letter to the employee.

- (h) For a newly-hired Category K employee, the City Attorney may authorize an initial accrual rate higher than that provided in the above and/or an initial credit of hours. Such provision will be documented in the offer letter to the employee.

- (i) PTO and Separation/Retirement. PTO accrues and is prorated on an hourly basis



for each paid hour during the last pay period of service. PTO shall be paid off to the employee on the employee's last day of work (pay included in final paycheck). The City Manager may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation.

(j) PTO and Paid Medical Leave. After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified (same occurrence) disability, beginning with work hour 121 through 90 calendar days of disability. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No disability leave will be provided until this requirement is satisfied.

To access the Paid Medical Leave (full pay from 16-90 calendar days), an employee must provide acceptable written medical documentation showing that the disability is a single disability, whether continuous time off has been taken or not for that disability. The first 120 hours of a single disability are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the Disability Leave Benefit.

After 90 calendar days of (same occurrence) disability, the disabled employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 121 hours on a same disability and becoming eligible for disability leave pay, the disabled employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for disability pay for the part of the day that the employee is unable to work.

(k) PTO and Workers' Compensation. Employees will be eligible for Workers' Compensation benefits as provided by state law. The employee, at this time, will have the option to use PTO or any other leave balance available to him/her, have it paid off, or keep it in his/her leave bank for future use upon his/her return.

After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified work-related (same occurrence) disability, beginning with workday 1 through 60 calendar days of disability. After 60 calendar days of (same occurrence) work-related disability, the disabled employee shall be eligible to apply for Long Term Disability coverage as outlined in Section 3.630.

(l) If an employee has no available leave hours, pay may be deducted for any hours short of 40 worked in a week. This policy is established pursuant to principles of public accountability.

(m) Employees in Categories D, F and K will have the option to cash-out up to 80 hours

of PTO once at the end of each payroll calendar year. This cash-out will be allowed as long as the employee maintains a balance of 80 hours in his/her bank. If the employee elects this option, the minimum number of hours that may be cashed-out is 8.

**3.110. PAID TIME OFF LEAVE (PTO) AND PAID MEDICAL LEAVE (PML).  
CONFIDENTIAL EMPLOYEES.**

(a) Employees in Category G are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, illness or injury, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, floating holiday, holiday, and workers' compensation leave. Except for illness or emergency, all PTO shall be pre-planned and pre-approved. The minimum advance notice is 1 week. The City may at any time require written verification from a physician for a non-preplanned absence for illness, family emergency or visits to a doctor, dentist or licensed mental health practitioner.

(b) PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. PTO shall not accrue during any unpaid leave. Time off is paid provided there is adequate PTO accrual to cover the absence. Time off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

(c) The accrual rates are listed below:

<b>Service Period Pay Periods</b>	<b>Years</b>	<b>Hrs/pp</b>	<b>Accrual Rate Hrs/Yr</b>	<b>Days/Yr*</b>
1-26	0 to 1	5.5	143	17.875
27-130	1+ to 5	6.5	169	21.125
131-260	5+ to 10	8.0	208	26.000
261-650	10+ to 25	9.5	247	30.875
651+	25+	11.0	286	35.750

\*Based on an eight hour/day schedule.

(d) Accruals will stop at 700 hours (maximum cap) until total accrual is reduced below 700.

(e) No minimum usage per year is required. Accruals carry over from one payroll calendar year to the next.

(f) PTO and Separation/Retirement. PTO accrues and is prorated on an hourly basis for

each paid hour during the last pay period of service. PTO shall be paid off to the employee on the employee's last day of work (pay included in final paycheck). The City Manager may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation.

(g) PTO and PML. After 26 consecutive pay periods of service, the City shall provide full pay for medically certified same illness or injury, beginning with work hour 121 through 90 calendar days of same illness or injury. At this time, the City will require a doctor's note and medical information in accordance with current Administrative Policy provisions. No Paid Medical Leave will be provided until this requirement is satisfied.

To access the Paid Medical Leave Benefit, an employee must provide acceptable written medical documentation showing that the illness or injury is a single illness or injury, whether continuous time off has been taken or not for that illness or injury. The first 120 hours of a single illness or injury are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the Paid Medical Leave Benefit.

After 90 calendar days of Paid Medical Leave, the employee shall be eligible to apply for Long-Term Disability coverage as outlined in Section 3.630. In addition, if, after having been off work for 120 hours on a same illness or injury and becoming eligible for Paid Medical Leave, the employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for Paid Medical Leave for the part of the day that the employee is unable to work.

(h) PTO and Workers' Compensation. During the first 26 pay periods of service, the employee will be eligible for Workers' Compensation benefits as provided by state law. The employee, at this time, will have the option to use PTO or any other leave balance available to him/her, have it paid off, or keep it in his/her leave bank for future use upon his/her return.

After 26 consecutive pay periods of service, the City shall provide full pay for a medically certified work-related same illness or injury, beginning with workday 1 through 90 calendar days of illness or injury. After 90 calendar days of a work-related same illness or injury, the employee shall be eligible to apply for Long-Term Disability coverage as outlined in Section 3.630.

(i) Employees in Category G will have the option to cash-out up to 80 hours of PTO once at the end of each payroll calendar year. This cash-out will be allowed as long as the employee maintains a balance of 80 hours in his/her bank. If the employee elects this option, the minimum number of hours that may be cashed-out is 8.

3.200. BEREAVEMENT LEAVE. Employees in Categories D, F and K are entitled to bereavement leave where death has occurred to an employee's spouse or registered domestic partner, father, mother, son, daughter, brother, sister, grandparents or grandchildren, or to the father, mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner. The City reserves the right to require proof of death from the employee. Employees in Categories D, F and K shall be entitled to bereavement leave in an amount not to exceed 40 work hours per eligible incident immediately upon employment.

3.300. HOLIDAY LEAVE. Employees in Categories B, C (except those scheduled to work holidays), D, E, F and K who were on pay status both before and after each holiday shall be entitled to take leave on each of the following holidays and be paid at the straight time rate, except as provided in Section 3.320.

**CITY OBSERVED HOLIDAYS**

Independence Day	Christmas Eve	Martin Luther King, Jr. Birthday
Labor Day	Christmas Day	President's Holiday
Thanksgiving Day	New Year's Eve	Memorial Day
Day After Thanksgiving	New Year's Day	

When a City holiday falls on a Saturday the holiday will be observed on the Friday; when a holiday falls on a Sunday, the holiday will be observed on Monday; or as designated by the City Council.

3.310. FLOATING HOLIDAY LEAVE. Employees in Categories D, F, G and K shall be credited with 20 hours of floating holiday leave at the beginning of each payroll calendar year. New employees shall be credited with a pro-rata share based upon the proportion of the payroll calendar year remaining after their date of hire. Use of floating holiday leave shall be subject to the approval of the employee's supervisor.

Employees terminating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation. Employees who have used less than their pro-rated allotment for the portion of the payroll calendar year worked shall have the balance paid to them on their final paycheck. Employees who have used more than their pro-rated allotment for the portion of the payroll calendar year worked, shall have the overage deducted from their final paycheck.

Further, employees in Categories D, F, G and K who have unused floating holiday hours at the end of the payroll calendar year have the option of having all of the unused hours either paid in cash or added to their PTO balance if such addition does not exceed the maximum accrual allowed for PTO.

3.320. SPECIAL SCHEDULE. HOLIDAY LEAVE. Holiday leave for employees on a Special Schedule is paid in accordance with policies set forth in the Special Schedule Agreement, applicable MOU, or in the Administrative Policy Manual as the same exists or is amended hereafter.

3.400. JURY LEAVE. An employee is entitled to jury leave subject to conditions and limitations contained in the applicable MOU, or in the Administrative Policy Manual, as the same exists or is amended hereafter.

3.500. MILITARY LEAVE. Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws and the Administrative Policy Manual as the same exists or is amended hereafter. This leave is granted on a fiscal year basis.

3.550. MILITARY RESERVISTS. EXTENSION OF BENEFITS AND SUPPLEMENTAL SALARY.

(a) A person is eligible for the benefits established in this section if he or she meets all of the following qualifications:

- (1) Is an active probationary or regular part-time or full-time employee of the City in Pay Plan Categories A, B, C, D, E, F, G, K or L;
- (2) Is a member of the Armed Forces, Naval Militia or National Guard;
- (3) Is called to active duty per Executive Order 13223 issued on September 14, 2001;
- (4) Returns to City employment within 60 days after the end of active duty status; and
- (5) Remains as an employee of the City for at least six months following his or her return to City employment.

Eligible employees will be required to sign an agreement with the City which details their rights and obligations with respect to these benefits and supplemental salary prior to their initial receipt of benefits beyond the mandatory 30 days of benefits otherwise provided by law. Employees who elect not to return to City service shall be required to repay the City for the cost of the supplementary salary and benefits plus interest at the 26-week T-bill rate at the time that the final supplementary compensation was provided and for the period that exceeded the mandatory 30 days of benefits otherwise provided by law.

(b) The City will continue to pay a bi-weekly check to eligible employees equal to base salary, plus any other compensation the employee would have received had he/she been actually

working. The employee then will reimburse the City the amounts paid for military service plus allowances, including Basic Allowance for Housing.

(c) Eligible employees will be required to send copies of their military pay stubs to the Department of Human Resources for purposes of reconciliation. The payments will be reconciled by the Payroll unit of the Accounting Division of the Department of Finance. If the Payroll unit has not received the copies within three weeks after the end of the month, future checks will be withheld until the information is provided.

(d) All employees who receive the benefits and supplemental salary under this section will be eligible to remain covered under their current retirement, medical, dental, employee assistance, and vision plans while Executive Order 13223 remains active or until such time as Council takes action to amend or discontinue such benefits and supplemental salary. The City will provide eligible employees, along with the supplemental salary, the amount that the City currently contributes toward the benefits plans. If the employee is currently paying a deduction toward these plans, the employee will continue to make those payments.

3.600. PAID MEDICAL LEAVE. NONMANAGEMENT ENTITLEMENT. Employees in ~~Categories—Category B and C—qualify—qualify~~ for Paid Medical Leave (PML) after completion of twenty-six (26) consecutive pay periods from the date of original appointment; provided, however, that employees may be authorized up to 40 hours of interim PML from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26<sup>th</sup> pay period the interim PML shall terminate, including any unused amount. The total allowable paid interim PML leave for employees in ~~Categories—Category B and C—~~for work- related and non-work related illness or injury combined is 40 hours.

3.610. PAID MEDICAL LEAVE. NONMANAGEMENT PROVISIONS. For employees in ~~Categories—Category B and C—~~upon completion of the 26<sup>th</sup> consecutive pay periods of service; the City shall provide regular salary for Paid Medical Leave (PML), less any coverage provided by any other insurance program for the first 90 calendar days of illness or injury.

3.620. PAID MEDICAL LEAVE. AUTHORIZATION. Paid Medical leave may be authorized by Management staff in accordance with procedures set forth in the applicable MOU or Administrative Policy Manual as the same now exists or is hereafter amended.

3.625. STATE DISABILITY INSURANCE (SDI), INCLUDING PAID FAMILY LEAVE INSURANCE (PFLI). Category L employees are eligible for SDI benefits in accordance with the applicable MOU. Benefits are provided due to non-work related disability. The cost is

paid by employee. SDI includes Paid Family Leave Insurance. These programs are administered by the State of California.

3.630. LONG TERM DISABILITY. For employees in Categories A, B, D, E and K, the City shall provide, after completion of 26 consecutive pay periods of service, income protection insurance which will take effect after 90 calendar days from the original date of disability and which, subject to standard policy provisions, exclusions and limitations, will pay 2/3 of the employee's salary while the employee is disabled and unable to work. For employees in Category F, income protection insurance is provided as of the first of the month after date of hire. Eligibility and procedural limitations are set forth in the Administrative Policy Manual and the current Long Term Disability contract as the same now exists or is hereafter amended. ~~For employees in Category C, the Public Safety Officers Association shall contract with a long term disability insurance provider and make long term disability insurance available to represented employees in accordance with provisions of the MOU.~~

3.640. PAID MEDICAL LEAVE REQUIREMENT WAIVER. For employees in Categories D, E, F and K, the requirement of 26 pay periods of service for eligibility for City-provided Paid Medical Leave, i.e., full pay for a medically certified (same occurrence) illness/injury beginning with work hour 121 through 90 calendar days for Categories D, F and K; work hour 101 through 90 calendar days for Category E; and work hour 121 through 90 calendar days for Category E effective July 1, 2017, may be waived by the City Manager in the case of catastrophic and/or life-threatening illness/injury.

~~3.700. MEDICAL APPOINTMENT LEAVE. For employees in Category C, medical appointment leave for employee appointments with medical doctors and dentists may be authorized after the employee has completed 26 consecutive pay periods of service. This leave will not exceed 2 hours during a standard daily work schedule.~~

3.800. VACATION LEAVE. Casual / Temporary employees hired prior to August 30, 1992 with 2,500 hours of City employment which is continuous or separated by no more than 26 pay periods of service are entitled to .1 hour of vacation leave for each hour of work. Casual/Temporary employees hired after August 30, 1992 are not entitled to vacation leave accrual.

3.810. VACATION LEAVE. ACCUMULATION. USE. For C as u al / Temporary employees hired prior to August 30, 1992, vacation leave may be accumulated up to 50 hours. Accumulated leave time unused at the end of the payroll calendar year will be paid at the employee's current pay rate on one of the last paychecks of the payroll calendar year.

Casual/Temporary employees who have accumulated 50 hours of vacation leave at any time shall not accrue additional vacation leave or be compensated for any unused vacation leave in excess of 50 hours.

Accrued vacation leave for all categories of employees shall be paid off to the employee on the employee's last day of work and will be included in the employee's final paycheck. The City Manager may, however, approve the utilization of available accrued vacation to extend the date of retirement, and in special circumstances, the date of separation.

3.900. MANAGEMENT. ADMINISTRATIVE LEAVE FOR MANAGEMENT. Employees in Categories D and K shall be credited with 50 hours of Administrative Leave at the beginning of the first pay period of the payroll calendar year. Employees in Category F shall be credited with 70 hours. All employee categories must complete 6 months of employment to meet eligibility. Use of Administrative Leave for Category F is subject to the City Manager's approval, Categories D to Department Director's approval and to the additional provisions in the Administrative Policy. Provisionally appointed managers not previously holding a regular management position are ineligible for Administrative Leave.

3.950. EMPLOYEE EMERGENCY LEAVE RELIEF FUND. The Employee Emergency Leave Relief Fund is a program that allows any City employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave. To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency. The employee must request in writing to the City Manager that this Employee Relief Fund be enacted. The City Manager will have administrative authority to accept or reject the employee's request. The City Manager will also have the administrative authority in defining all procedures to be followed in setting up and utilizing this fund.

4.000. OVERTIME PAY. WHO IS ENTITLED. All employees of the City shall be entitled to overtime pay, except those in Management positions in Categories D, E, F and K which are hereby designated as exempt from the provisions of the Fair Labor Standards Act.

4.010. OVERTIME AUTHORIZATION. All overtime must be approved in advance by the City Manager or designated Management representative under established procedure.

4.020. OVERTIME COMPUTATION. Overtime, when applicable, shall be paid at the rate of 1½ times the straight-time rate, except as otherwise provided for in an applicable MOU or herein.



4.030. OVERTIME PAY. WHEN APPLICABLE. ~~An employee in Category C on tour of fire duty who has worked more than 24 hours of fire tour duty shall be entitled to overtime pay.~~

~~Employees in Categories C (other than those assigned to a tour of fire duty), only for hours worked in excess of 80 hours in a biweekly pay period.~~ Casual/Temporary employees and regular part-time employees in Category L shall be entitled to overtime pay in accordance with the Fair Labor Standards Act (FLSA). Casual / Temporary employees who meet the FLSA exempt requirements are designated as such.

Employees assigned to a special schedule shall be entitled to overtime only for hours worked in excess of 40 hours in a work week as defined in the applicable MOU and Administrative Policy Manual, or as provided in the written special schedule agreement. See also Section 6.150 regarding flex time for designated Category B employees.

4.100. COMPENSATORY TIME. Employees in Category G shall have the same accumulation and use options as employees in Category B.

4.200. CALL-BACK PAY. OVERTIME. WHEN APPLICABLE. For full-time employees, ~~and for Category C employees~~ the call-back provisions apply when an employee has gone off duty and left the job site. Overtime pay for call-back duty shall not continue into the next work schedule nor shall it be counted toward fulfillment of a work period.

4.300. CONFIDENTIAL PREMIUM PAY. The City shall provide a 3.5% premium on all paid hours for employees in Category D, G, and K.

5.000. WAGE SUPPLEMENTS. Wage supplements shall consist of payments to the employee outside the standard pay schedule for paid work time, and which are paid by the City either in part or in total as provided for herein or in applicable Memoranda of Understanding.

5.010. INTERIM/ACTING PAY. MANAGEMENT. Employees who are appointed by the City Manager in an acting/interim status to a vacant position in Pay Plan Categories D and F may receive placement within the control point of the vacant position; or a percentage over his/her current pay as designated by the City Manager.

5.020. Y-RATING PAY. Y-rating may be authorized by the City Manager or his/her designee when an employee is allocated to a classification with a lower salary range. If the current salary of the employee is more than the maximum of the revised allocated classification, the employee may be Y-rated and he/she will continue to receive the former rate of pay until the maximum salary of the new classification is raised to an amount higher than the rate of pay received in the former classification.

5.100. UNIFORMS. The City shall provide uniforms for Category B employees assigned to meter reading, public facility maintenance, public safety records, and others as designated by the City Manager.

5.200. WORK EQUIPMENT. The City shall provide mattresses, sheets, pillows, pillow cases and blankets at the fire stations and safety gear in all departments as required by law.

5.210. SAFETY GLASSES. The City shall provide employees in Categories A, B, C, D, E and L prescription safety glasses, provided (a) that safety glasses are required on the job; (b) the employee provides the prescription at no cost to the City; and (c) the glasses are provided by an optical firm approved by the City.

5.220. SAFETY FOOTWEAR. Employees in Category L in classifications required by the City to wear safety footwear shall be eligible to receive an annual allowance in accordance with the provisions of the applicable MOU. Employees hired after the start of the fiscal year shall be eligible for a pro-rated allowance.

The Human Resources Risk Manager may authorize additional classifications to receive the safety footwear allowance if it is determined that safety footwear is required for the work being performed.

5.300. TRAINING ASSISTANCE. The City shall reimburse employees in Categories A, B, C, D, E, F, K, L, those in the Public Safety Cadet program, and employees in the classification of Crime Prevention Assistant for all or part of the cost of tuition and books for courses approved in advance by the City, provided the course is completed successfully and documentation of costs and certificates of completion are presented according to Administrative Policy or applicable MOU. The amount of reimbursement based on relatedness to the employee's present position may be taxable in accordance with state and federal law.

5.500. HEALTH INSURANCE. ELIGIBILITY AND EFFECTIVE DATES.

(a) Medical. Participation in the medical insurance plan is available to employees in all full-time and regular part-time Categories and to members of the City Council at the time of appointment in accordance with the provisions of the plan selected, with the effective date the first day of the month following enrollment.

(b) Dental. Employees in Categories D, E, F, K and members of the City Council are eligible for dental coverage at the time of appointment, with an effective date of the first day of the month following enrollment. Employees in Categories B and L shall become eligible for dental coverage, in accordance with the provisions of the plan selected, upon completion of 13 pay

periods of service with the effective date on the first of the month following enrollment. For employees in Category C, the Public Safety Officers Association shall contract with a dental provider and make dental insurance available to represented employees in accordance with the provisions of the respective MOU. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced “voluntary buy-up” dental plan. The cost of the voluntary buy-up plan is solely funded by employee / City Council member contributions.

(c) Vision. Employees in all full-time and regular part-time Categories and members of the City Council are eligible for vision coverage at the time of appointment, with an effective date of the first day of the month following enrollment. Effective January 1, 2010, employees and members of the City Council may elect to enroll in an enhanced “voluntary buy-up” vision plan. The cost of the voluntary buy-up plan is solely funded by employee/City Council member contributions.

(d) Employee Assistance Plan (EAP). Employees in all full-time and regular part-time Categories are covered by the employee assistance program at the time of appointment in accordance with the provisions of the plan.

#### 5.501. CASH IN-LIEU. MEDICAL COVERAGE.

(a) Employees in Categories D, F, K and members of the City Council have the option of reducing their medical coverage and receiving payment of a portion of the City contribution. However, if the employee is currently a dependent of a City employee and covered by a CalPERS Health Plan, the employee is not eligible for reimbursement.

To be eligible for this plan, an employee must either:

- (1) Change from full family to employee plus one or employee only;
- (2) Change from employee plus one to employee only;
- (3) Change from any level coverage to no coverage; or
- (4) A new employee may choose no coverage. Payment shall be made based on the following schedule:

<u>Current</u>	<u>New</u>	<u>Monthly</u>
Employee + 2	No coverage	\$213.42
Employee + 2	Employee only	\$131.08
Employee + 2	Employee +1	\$ 48.75
Employee + 1	No coverage	\$164.67
Employee + 1	Employee	\$ 82.33

Employee only	No coverage	\$ 82.33
NEW employee	No coverage	\$ 82.33

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that she or he does have alternative coverage and that he or she understands that he or she will no longer receive coverage through a City- sponsored CalPERS provided medical plan.

If an employee decides to increase his or her level of coverage by either reentering a City sponsored CalPERS provided medical plan or including a dependent in his or her current coverage, he or she must enroll during the annual open enrollment period, unless a qualifying event occurs.

See the Department of Human Resources for additional information on what constitutes a qualifying event.

Procedures for exercising this option and for reentering the City sponsored CalPERS provided medical plans shall be established by the City.

5.502. CASH REIMBURSEMENT. CITY RETIREE COUNCIL MEMBERS.

Members of the City Council who are City retirees and are enrolled in the CalPERS medical program as a retiree, are eligible to receive a reimbursement equal to the difference of the current City contribution to medical insurance included under Section 5.505 and the current cost of the CalPERS medical premium.

In addition, if Members of the City Council who are City retirees and have an alternative dental plan, and they waive City coverage, the City will reimburse the cost of dental insurance up to the amount specified under Section 5.506 (f).

5.505. CITY CONTRIBUTION. MEDICAL INSURANCE. Effective January 1, 2016, the City will contribute the following amounts toward the cost of premiums for medical insurance under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee in the respective categories listed below, and his or her eligible dependents, and for each annuitant in CalPERS formerly in the respective categories listed below and his or her eligible dependents:

- (a) Category A. The cost of the premium or \$472.98 per month, whichever is less.
- (b) Categories B and G. The cost of the premium or \$757.97 per month, whichever is less.
- (c) Category C. The cost of the premium or \$467.46 per month, whichever is less.
- (d) Category L. The cost of the premium or \$416.90 per month, whichever is less.
- (e) Categories D, E, F and K. The cost of the premium or \$757.97 per month,

whichever is less. Effective January 1<sup>st</sup> each year, the City's contribution will be the lesser of the cost of the premium or the lowest cost HMO premium for single coverage of the lowest cost HMO plan available through the CalPERS Bay Area regional medical plans. Additionally, the City's contribution shall be no less than the highest City contribution for any of the employee represented units; including COA, PSOA, SEA and SEIU.

(f) Members of the City Council. The City's contribution will be the lesser of the cost of the premium or the minimum monthly contribution pursuant to Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA). For calendar year 2015, the amount is \$122.00 and for calendar year 2016, the amount is \$125.00.

5.506. CITY CONTRIBUTION. DENTAL INSURANCE.

(a) Category A. The City's contribution is up to a maximum of \$140.55 per month, pursuant to the provisions of the COA MOU.

(b) Category B. The City's contribution is included under Section 5.515 (b) below.

(c) Category C. The City's contribution is ~~up to a maximum of \$140.55 per month,~~ pursuant-subject to the provisions of the PSOA MOU.

(d) Category L. The City's contribution is included under Section 5.515 (d) below.

(e) Categories D, E, F and K. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

(f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.507. CITY CONTRIBUTION. VISION INSURANCE.

(a) Category A. The City's contribution is included under Section 5.515 (a) below.

(b) Category B. The City will contribute the premium for employee only or employee plus one dependent coverage.

(c) Category C. The City's contribution is included under Section 5.515 (c) below.

(d) Category L. The City will contribute the premium for employee only or employee plus one dependent coverage.

(e) Categories D, E, F and K. The City will contribute the premium for employee only, employee plus one dependent, or employee plus family coverage.

(f) Members of the City Council. The City will contribute the premium for council member only coverage. Dependent coverage is available at the council member's cost.

5.515. CITY CONTRIBUTION. CAFETERIA BENEFITS PLAN.

(a) Category A. Effective September 27, 2015, the City will contribute \$142.02 per

month, the difference between \$615.00 and the amount stated in 5.505 (a) above. Effective calendar year 2016, the City will contribute \$242.02 per month, the difference between \$715.00 and the amount stated in 5.505 (a) above. Effective calendar year 2017, the City will contribute \$342.02 per month, the difference between \$815.00 and the amount stated in 5.505 (a) above.

(b) Category B. The City will contribute a maximum of \$588.69 per month toward a Cafeteria Benefits Plan for employees and dependent medical coverage and a minimum of \$196.21 per month for employees with employee only medical coverage.

(c) Category C. The City will contribute \$47.54 per month, the difference between \$515.00 per month and the amount stated in 5.505 (c) above.

(d) Category L. The amount the City contributes towards the Cafeteria Benefits Plan shall be made based on the number of hours in paid status as provided in the SEIU MOU.

(e) Categories D, E, F and K. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (e) above, and shall be based upon the plan level in which the employee is enrolled (i.e., employee only, employee plus one dependent, or employee plus family).

(f) Members of the City Council. The City will contribute to a Cafeteria Benefits Plan for the cost of medical premiums only. The City's Cafeteria Benefits Plan contribution will be capped at the cost of the premium of the highest priced plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan, effective January 1 each year, less the City Contribution as stated in Section 5.505 (f) above, and shall be based upon the plan level in which the council member is enrolled (i.e., council member only, council member plus one dependent or council member plus family).

#### 5.520. MAXIMUM CITY CONTRIBUTION. HEALTH INSURANCE.

(a) Category A. Including the amounts specified in Sections 5.505 (a) and 5.515 (a), the City's maximum contribution is \$615.00 per month (\$283.85 per pay period) effective September 27, 2015, \$715 per month (\$330.00 per pay period) effective calendar year 2016, and \$815 per month (\$376.15 per pay period) effective calendar year 2017. The City's maximum contribution is payable towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

(b) Category B. Including the amounts specified in Sections 5.505(b) and 5.515(b) the City's maximum monthly contribution is \$1154.29 (\$532.75 per pay period). For employees with employee only medical coverage, the City's maximum monthly contribution is \$761.81 (\$351.60 per pay period). The City's health insurance contribution is payable towards the cost of employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, optional life / AD&D insurance or any combination thereof. In addition, the City pays the full premium for the employee assistance program.

(c) Category C. Including the amounts specified in Sections 5.505 (c) and 5.5150 (c), the City's maximum contribution is \$515.00 per month (\$237.69 per pay period) towards the employee assistance program insurance, employee and dependent medical insurance, employee and dependent vision insurance, optional life insurance or any combination thereof.

(d) Category L. Including the amounts specified in Sections 5.505 (d) and 5.515 (d), the City's maximum contribution is up to \$923.42 per month (\$426.19 per pay period) towards employee and dependent medical insurance, employee and dependent dental insurance, family coverage vision insurance, or any combination thereof. The actual City maximum is pro-rated based on the number of hours in paid status as provided in the SEIU MOU. In addition, the City pays the full premium for the employee assistance program.

(e) Categories D, E, F and K. In addition to the amounts contributed by the City as specified in Sections 5.505 (e), 5.508 (e), 5.510 (e) and 5.515 (e), the City pays the full premium for the employee assistance program.

(f) Members of the City Council. For calendar year 2010, the maximum monthly City contribution, as described in Sections 5.505 (f), 5.506 (f), 5.507 (f) and 5.515(f), ranges from \$630.55 to \$1554.28. The actual amount is based upon the plan level in which the council member is enrolled in medical coverage (e.g.; council member only, council member plus one dependent or council member plus family).

5.525. EMPLOYEE CONTRIBUTION. HEALTH INSURANCE. To the extent that any full or part-time employee or member of the City Council elects health insurance coverage that exceeds the amount stated in Section 5.520, the employee/member of the City Council shall pay the difference.

5.530. PREMIUM CONVERSION. If applicable, pursuant to IRS Code §125, regular full-time and regular part-time employees shall pay their contribution toward health insurance on a pre-tax basis, unless the employee chooses to pay on a post-tax basis and notifies the Department of Human Resources of this request in writing.

5.540. POST RETIREMENT MEDICAL BENEFITS.

(a) Categories D, E, F and K. Employees who retire from City service under the provisions of the City's contract with CalPERS (minimum of age 50 and 5 years of service) are eligible for post-retirement medical benefits as stated below:

(a.1) Group A – Retirement date prior to January 1, 2008.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan.

(a.2) Group B – Retirement date on or after January 1, 2008 with an appointment date prior to July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to a cap based on the cost of the premium of the highest price plan between the CalPERS Bay Area regional HMO plans or the PERS Choice PPO plan effective January 1<sup>st</sup> of each year.

(a.3) Group C – Retirement date on or after January 1, 2008 with an appointment date on or after July 1, 2007.

The City shall contribute an amount equal to that which is stated in Section 5.505 (e) for the cost of retiree medical premiums. Additionally, the City's Retiree Health Reimbursement Program (RHR) will provide the retiree a monthly reimbursement amount equal to the difference between the City Contribution, as stated in Section 5.505 (e) and the retiree's premium for his/her selected medical plan, subject to the cap indicated in (a.3) above and according to the following vesting schedule:



### Vesting Schedule

<b>City of Sunnyvale Management Years of Service</b>	<b>% of RHR paid to Retiree</b>
<b>5</b>	<b>50%</b>
<b>6</b>	<b>55%</b>
<b>7</b>	<b>60%</b>
<b>8</b>	<b>65%</b>
<b>9</b>	<b>70%</b>
<b>10</b>	<b>75%</b>
<b>11</b>	<b>80%</b>
<b>12</b>	<b>85%</b>
<b>13</b>	<b>90%</b>
<b>14</b>	<b>95%</b>
<b>15+</b>	<b>100%</b>
<b>Combined Years of Service 5 years management service with City of Sunnyvale and 15 years or more of non- management City service</b>	<b>100%</b>

5.550. LIFE INSURANCE. The City shall provide life insurance equal to one times annual base salary for employees in Categories D, F and K. In addition, the employee has the option of buying additional insurance of one times his/her annual base salary up to the maximum allowable coverage. Coverage is subject to the terms and conditions of the insurance policy and to current tax law provisions.

5.560. DEPENDENT CARE REIMBURSEMENT ACCOUNT. Employees in Categories B, ~~C~~, D, F, K and L are provided with an option to pay for dependent care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.561. HEALTH CARE REIMBURSEMENT ACCOUNT. Employees in Categories A, B, ~~C~~, D, F, K and L are provided with an option to pay for health care expenses on a pre-tax basis, as provided in the Internal Revenue Code.

5.600. WORKERS' COMPENSATION BENEFITS. The City self-insures for Workers' Compensation benefits. Workers' Compensation benefits will be provided as required by law. Employees who are injured on the job are to comply with the legal requirements governing the use of Workers' Compensation benefits. Employees in Categories B, D, F and K, who are eligible for temporary disability payments under Workers' Compensation law, shall receive salary

continuation from the City's disability program for the first 60 calendar days of temporary disability. Pursuant to current tax laws, a portion of salary continuation, in lieu of temporary disability payments, is exempt from federal and state withholding taxes. The amount of tax-free salary continuation is up to 2/3 of an employee's average wage, subject to minimums and maximums set by state law. Employees who remain temporarily totally disabled after 90 calendar days shall receive temporary disability payments directly from the City's Workers' Compensation third party administrator.

5.700. RETIREMENT SYSTEMS. The City shall provide a retirement system to eligible employees and to members of the City Council who elect to join the California Public Employees' Retirement System, in accordance with the provisions of the City Charter, and as specifically described herein.

5.710. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS). The City shall contract with the State of California Public Employees' Retirement System (CalPERS) for retirement plans for qualified Safety and Miscellaneous employees. Both plans shall include the 1959 Survivor Benefits. Miscellaneous and Safety employees, and members of the City Council who have elected CalPERS membership, receive the 1959 Survivor Benefit at the increased benefit level (Third Level). Miscellaneous and Safety employees are eligible for the optional Military Buy-Back benefit (Military Service Credit as Public Service).

5.711. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM. QUALIFIED EMPLOYEES. Qualified employees are those in Categories A, B, C, D, E, F, G, K, L and those employees in any other Category who are required by CalPERS to be covered. In addition, members of the City Council are qualified to participate in the California Public Employees Retirement System and may elect optional membership in CalPERS.

5.715. PUBLIC AGENCY RETIREMENT SYSTEM (PARS). In appropriate situations for employees hired on or after July 1, 1996, who retire in good standing, City agrees to provide a supplemental retirement benefit through the Public Agency Retirement System (PARS) so that the employee's retirement benefit equals what the employee would have received from CalPERS had the employee been hired by the City prior to July 1, 1996 as outlined in the CalPERS Circular Letter No. 200-002 (circular letter available in the Department of Human Resources).

5.720. TIER 1 – 3%-AT-50 SAFETY PLAN. The City shall provide qualified Safety employees with the basic "3%-at-50" plan with the one-half continuance option under the California Public Employees' Retirement System (CalPERS). Final compensation shall be

calculated using the single highest year model.

5.721. TIER 2 – 3%-AT-55 SAFETY PLAN. The City shall provide qualified Safety employees with the basic “3%-at-55” plan with the one-half continuance option under the California Public Employees’ Retirement System (CalPERS). This benefit will apply to Safety employees hired after February 19, 2012. Final compensation shall be calculated using the single highest year model.

5.722. TIER 3 – 2.7%-AT-57 SAFETY PLAN. The City shall provide qualified safety employees hired beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the safety 2.7% at age 57 retirement formula with the one-half continuance option under CalPERS. Final compensation shall be calculated using the average of the three highest years model.

5.730. TIER 1 – 2.7%-AT-55 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council with the “2.7%-at-55” plan under the California Public Employees’ Retirement System (CalPERS). Final compensation shall be calculated using the single highest year model.

5.731. TIER 2 – 2%-AT-60 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning in the last full pay period in December 2012 the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. Employees hired on or after January 1, 2013 who are current CalPERS members or who are members of a reciprocal retirement system, as defined by CalPERS shall also receive the 2% at 60 retirement plan.

5.732. TIER 3 – 2%-AT-62 MISCELLANEOUS PLAN. The City shall provide qualified Miscellaneous employees and members of the City Council hired/appointed beginning January 1, 2013 who are not current CalPERS members or who are not members of a reciprocal retirement system as defined by CalPERS the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the average of the three highest years model.

5.740. CalPERS CONTRIBUTION.

(a) Effective July 17, 2016, employees in categories D, F (except for the Director of Public Safety), and K who are also in Tier 1, shall be responsible for contributing 4% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member

Contribution (EPMC) of 4% as additional compensation.

(b) Effective July 17, 2016, employees in categories D, F and K in Tier 2 shall be responsible for contributing 3% of the member contribution, and the City shall contribute 4%; such payment shall be made pursuant to IRC Section 414(h)(2). The City will report the value of the Employer Paid Member Contribution (EPMC) of 4% as additional compensation.

(c) Employees in categories D, F and K in Tier 3 shall be responsible for paying 50% of the normal cost toward their retirement.

(d) Effective July 17, 2016, the Director of Public Safety shall be responsible for paying 3% of the member contribution, and the City shall contribute 6%; such payment shall be made pursuant to IRC Section 414(h)(2). In addition, the City shall continue to pay to CalPERS a total of 2.25% of the employee's salary to fund the cost of the single highest year retirement benefit. The City will report the value of the Employer Paid Member Contribution (EPMC) of 6% as additional compensation.

(e) For employees in other Categories who are required by the CalPERS to be covered, such as City Council members who elect to enroll in CalPERS and eligible casual employees, the employee shall be responsible for the full normal member contribution to CalPERS.

5.750. SOCIAL SECURITY. FICA PORTION. All employees not covered by CalPERS shall be covered by Social Security/FICA. The employee and the City will each contribute the mandated percentage of the employee's wages toward the cost of Social Security/FICA. No Social Security/FICA will be withheld for retired CalPERS members who return to work as a temporary employee.

~~5.800. PUBLIC SAFETY NONMANAGEMENT. DIFFERENTIAL. When salaries are set for Public Safety Officer II, the following classifications of Public Safety Non Management will be adjusted, since they are tied to differentials established by the Public Safety Officer II, to maintain the appropriate relationships:~~

~~Public Safety Officer in Training~~

~~Step 1 is set at 10% below Step 1 of Public Safety Officer II; Step 2 is 5% above Step 1~~

~~Public Safety Officer I~~

~~Step 1 is set at 5% above Step 1 of Public Safety Officer in Training; Steps 2 through 4 are set at 5% above each previous step~~

6.000. SPECIAL PROVISIONS. Those provisions which are in a non-pay category, but

which confer a benefit on an employee, are provided in accordance with the provisions in the Administrative Policy Manual.

6.100. WORK SCHEDULES. Employees in the Civil Service are to work in accordance with the schedules, shifts, tours of duty and work periods or cycles established by their respective departments in accordance with the provisions of the applicable MOU or the Administrative Policy Manual as the same now exists or is hereafter amended.

6.150. FLEX SCHEDULES. DESIGNATED CATEGORY B EMPLOYEES. Category B employees, designated under the terms of the applicable MOU as exempt under the Fair Labor Standards Act, may have their work schedules adjusted, at the discretion of their managers, in order to minimize the cost of overtime pay. Such adjustments shall be made in accordance with the provisions of the applicable MOU.

6.200. ALTERNATE SCHEDULES. MANAGEMENT EMPLOYEES. Alternate schedules for individual employees in Categories D, E, F, and K may be authorized by the City Manager and the City Attorney in accordance with the Administrative Policy Manual.

6.300. DEFERRED COMPENSATION. Employees in Categories A, B, C, D, E, F, K and L and members of the City Council shall be entitled to participate in a 457 deferred compensation plan approved by the City. For employees in Categories D, E, F and K, a 401 (a) plan is available and procedures for contribution to such plan will be established by the City. With respect to any employee in Categories D, F and K who enrolls in any of the two deferred compensation plans (457 or 401 (a)), the City shall contribute to such plan on behalf of the employee an amount equal to 2% of the employee's gross pay per pay period. Such employees shall not be entitled to receive any or all of such payment except as payment into a deferred compensation account.

6.400. YOUTH PARTICIPATION INCENTIVES. Incentive Payments may be made in accordance with 29 USC § 2854, to provide incentives for recognition and achievements of the participants in the youth activities through the Department of Employment Development.

6.500. AUTOMOBILE ALLOWANCE. Any Management employee authorized and assigned exclusive use of a City vehicle on a 24-hour basis may, at the option of the employee, receive a car allowance, payable monthly, in lieu of the assignment and authorization to use such City vehicle. Such car allowance is only available while the employee is actively at work (i.e., not absent from work for more than one month, irrespective of reason). When not actively at work, the automobile allowance will cease the first of the month following the last date the employee is actively at work. A Management employee in Category D, E who is not assigned exclusive use of

a City vehicle and who ordinarily does not have access to pool vehicles at his or her work site and who averages 300 or more miles per month of City business travel in his or her own personal vehicle, excluding normal travel to and from work, shall be eligible for a car allowance. This option shall not be available in the event the City Manager or the employee's Department Director determines that the vehicle assigned is a special purpose vehicle or a vehicle especially equipped so that it cannot be adequately replaced by the employee's private vehicle. Effective July 1, 2007, the monthly vehicle allowance for Department Directors will be \$450.00 and for designated management employees \$310.00. The City Manager may authorize a change in this allowance in accordance with the change in the IRS standard mileage rate.

6.600. RELOCATION ASSISTANCE. Employees in Categories D, E and K may be offered up to \$5,000 of relocation assistance, including expenses incurred in connection with the final trip for employee and immediate family to the area, provided that their primary residence at the time they receive their offer of employment with the City is located outside a 50 mile radius of the City and they move to a location within Santa Clara County within 1 year of appointment. In addition, these employees are also eligible for interim living expenses, at the maximum rate of \$100 per day for a period not to exceed 30 days, incurred while searching for a new residence. Category F employees may be offered up to the full cost of relocation assistance, including interim living expenses, if they move into the City limits within 1 year of appointment. Such assistance may be taxable to the employee. This assistance must be documented in the offer letter to the employee.

6.700. EXECUTIVE MORTGAGE ASSISTANCE PROGRAM. Category F employees are eligible for benefits provided pursuant to the Executive Mortgage Assistance Program. Provisions of the program have been approved through separate resolution and may be amended as necessary.

7.000. ADMINISTRATION. CLASSIFIED SERVICE AND UNCLASSIFIED MANAGEMENT. The Pay Plan for all City employees shall be administered by the City Manager in accordance with policies stated herein and in the Administrative Policy Manual and any applicable MOU. The City Manager shall issue such rules and procedures as are necessary to put the policies into effect.

7.100. HOURLY RATES. Employees in Categories A, B, C, G and L at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range. In cases where it is necessary to attract qualified personnel the employee may be assigned the hourly rate in the second or third step of the pay range. Under extraordinary circumstances, employees may be

assigned to a higher step than the first step of the pay range, upon recommendation of the Department Director and approval of the City Manager.

7.105. SALARY RATES. The minimum rate at which employees in Categories D, E, F and K may be hired is 85.0% of the Control Point for that classification; the maximum is 100% of Control Point. Appointments made above 95.0% of Control Point require recommendation of the Department Director, and approval of the City Manager for all, but Category K. Determinations on Category K employees are made by the City Attorney.

7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT. Control Points for Management classifications are as established in Sections 2.300, 2.400 and 2.800. The range for each classification extends from 85.0% of the Control Point up to the Control Point (100%).

7.115. DIFFERENTIAL PAY. MANAGEMENT. In the event that a pay differential of less than 15% is identified between the Control Point for a Management classification and the top step base salary for a direct-report non-management classification, a department director may recommend a pay differential of up to 15%. The differential will not be applied automatically, and an identifiable need for such differential must exist prior to providing the differential pay. All differentials require review by the Director of Human Resources and approval of the City Manager.

7.120. MERIT INCREASE. NONMANAGEMENT. Upon completion of 13 pay periods, employees in Categories A, B, C and G may be assigned the next step in the pay range to which the classification is assigned. Such merit increases shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given at 26 pay period intervals until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following the anniversary date.

Upon completion of 6 months of continuous City service, employees in Category L may be assigned the next step in the pay range to which the classification is assigned. Such merit increase shall not be approved unless the employee's work performance is acceptable. Consideration for each subsequent one step merit adjustment is given upon completion of intervals of 12 months of continuous service until the employee's hourly pay rate reaches the top step of the pay range. Increases may be granted effective with the pay period immediately following completion of the requisite hours.

7.130. MERIT INCREASE. MANAGEMENT. Upon completion of 13 pay periods of

service, employees in Categories D, F and K who receive an overall rating of achieves or exceeds expectations on their most recent performance evaluation may receive an increase in salary above the rate to which they were initially assigned, up to but not exceeding the Control Point.

The pay rate for employees in Categories D, F and K hired or appointed to management positions prior to June 1, 2013 will be considered for adjustment beyond that granted after the first 13 pay periods of service at the beginning of each new fiscal year after employment. The pay rate adjustment is subject to an overall rating of achieves or exceeds expectations on the employee's most recent performance evaluation. Increases of more than 5% require approval of the City Manager.

The pay rate for employees in Categories D, F and K hired or appointed to management positions on or after to June 1, 2013 will be considered for adjustment beyond that granted after the first 13 pay periods of service following the completion of 26 pay periods from the prior increase in salary, up to but not exceeding the Control Point. Increases in salary shall be granted effective with the pay period immediately following the completion of 26 pay periods. Increases of more than 5% require approval of the City Manager.

7.140. PROMOTION. NONMANAGEMENT. Upon promotion to a full-time non-management classification having an assigned pay range greater than the classification from which the employee is being promoted, employees in Categories A, B, C and G shall be entitled either to that hourly pay step in the pay range of the higher class which is at least 5% above the employee's current hourly step rate, or that step the employee would have received within 2 pay periods had the promotion not been made, provided the increase does not exceed the rate contained in the top salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

Upon promotion to a regular part-time classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step in the pay range of the higher classification which is at least 5% above the employee's current hourly step rate, provided the increase does not exceed the rate contained in the 5th salary step. Thereafter, the employee will be considered for merit increases in the same manner as other probationary employees.

7.150. PROMOTION. MANAGEMENT. Employees in Category D and E who are promoted to a classification which has been assigned a Control Point greater than the classification from which the employee is being promoted shall be entitled to assignment to a pay rate in the new salary range which provides at least 5% above the employee's current hourly rate, or the rate which



the employee would have received with a meeting or exceeding expectation of performance within 2 pay periods had the promotion not been made, provided the increase does not exceed 95.0% of the Control Point for the new classification, except that upon recommendation of the Department Director and approval of the City Manager, the promoted employee's pay rate may be set at up to 100% of such Control Point. Employees in Category K who are promoted in similar circumstances shall likewise receive an increase, subject to the determination of the City Attorney. Thereafter, the employee is considered for merit increases in the same manner as other Management employees.

7.160. PROVISIONAL APPOINTMENT. The pay periods of service of a probationary or regular employee shall not be affected by a provisional appointment. Merit pay increases are to be considered as though the employee had not accepted the provisional appointment.

7.170. GRANT FUNDED EMPLOYMENT.

(a) The City may hire employees in grant-funded (limited duration) positions where the position is funded by grant funds or similar types of non-City funding sources.

(b) Job classification titles for grant-funded positions shall be distinct from job classification titles for regular positions.

(c) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the grant-funded (limited duration) status, including that the City has the authority to terminate employment at the completion of the grant or for reduction or loss of grant funding.

(d) Unless otherwise stated by the funding source or agency, if the appointment is for a period of twelve months or more, employees in grant-funded positions shall receive the same benefits as regular employees. Employees who will be working a full-time schedule in a management classification will be included in the Sunnyvale Managers Association bargaining unit; employees who will be working a full-time schedule in a non-management classification will be included in the Sunnyvale Employees Association bargaining unit; and employees who will be working a schedule of 1,092 -1,716 hours per fiscal year will be included in the Services Employees International Union bargaining unit.

(e) If the appointment is for less than twelve months, employees shall be employed in the unclassified service as temporary employees. Temporary employees are unrepresented, are eligible for only those benefits applicable to this category of employment, and are limited to 900

hours of work in the fiscal year.

(f) Should an employee who was originally hired to fill a grant-funded position of twelve months or more be later appointed to a regular position, his/her hire date will be the date that service commenced in the grant-funded position.

7.180. TERM LIMITED EMPLOYMENT.

(a) Term limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.

(b) Term Limited positions are different from Grant Funded employment as described in 7.170 above, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.

(c) Term Limited appointments must be approved by the City Manager.

(d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.

(e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.

(f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.

(g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and

acknowledge in writing their status as at-will employees and the City's ability to terminate their employment for any reason with or without cause.

(h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA bargaining Unit. However, a regular SEA employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

8.000. CASUAL/TEMPORARY PAY RATE ASSIGNMENTS AND STEP INCREASES. Pay rate assignments and pay step increases for Casual/Temporary employees shall be administered by the City Manager in accordance with the policies stated herein. The City Manager shall promulgate such rules and procedures as are necessary to put said policies into effect.

Casual/Temporary employees at the time of appointment are ordinarily assigned the hourly rate in the first step of the pay range; however, the department may assign employees to a higher step based on qualifications and experience, and/or specific job functions, or in cases where it is necessary to attract qualified personnel. Casual/Temporary employees may be considered for an initial merit step increase after completion of 1040 hours of service and additional merit step increases upon completion of intervals of 2080 hours of service up to top step. However, a merit increase shall not be approved unless the employee's work performance is rated satisfactory or better. In situations where the above hour criteria for merit increases is not reasonable given the nature of a Casual/Temporary assignment, individual departments may assign a Casual/Temporary employee to the next step in the series upon completion of a minimum of 12 months of service in the current job classification and step, and a minimum number of hours worked as established by the department.

8.100. REDUCED TIME JOB STATUS PROGRAM. CATEGORY G. Designated classifications within Category G may work a reduced time work job share schedule pursuant to the provisions of the Reduced Time Job Status Program.

9.000. PAY BASIS. An eligible employee may be paid under multiple pay ranges or scheduled amounts in any given pay period, in addition to working out of class, on special assignment or under special circumstances.

10.000. EFFECTIVE DATE. Unless otherwise specifically indicated, all provisions herein contained shall be effective as of the date of posting. This version of the Salary Resolution

supersedes any prior versions and amendments thereto.

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Posted: ~~July 26, 2016~~TBD



# City of Sunnyvale

## Agenda Item

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**16-0071**

**Agenda Date: 8/23/2016**

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Tentative Council Meeting Agenda Calendar



# City of Sunnyvale

## Tentative Council Meeting Agenda Calendar

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### Tuesday, September 13, 2016 - City Council

#### **Study Session**

- 16-0687** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
El Camino Real Presentation of Vision and Land Use Alternatives

#### **Special Order of the Day**

- 16-0685** Certification of Special Election Results of August 16, 2016 -  
Councilmember Seat Number 4 (Unexpired Term)
- 16-0673** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for  
Councilmember-Elect
- 16-0470** SPECIAL ORDER OF THE DAY - Falls Prevention Awareness Day

#### **Public Hearings/General Business**

- 16-0271** 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.  
File #: 2015-7399  
Location: 777 Sunnyvale-Saratoga Road (APN: 201-36-002)  
Zoning: C-2/ECR  
Appellant / Applicant / Owner: Michael Howland (appellant) / Ware  
Malcomb (applicant) / Mardit Properties, LP (owner)  
Environmental Review: Mitigated Negative Declaration
- 15-0717** Consider Multi-family Residential Transportation Demand Management  
Programs (Study Issue)

### Tuesday, September 20, 2016 - City Council

#### **Presentation**

- 16-0757** 5:30 P.M. WORKSHOP: City Logo & Brand  
Location: West Conference Room

#### **Public Hearings/General Business**

- 15-0588** Peery Park Specific Plan and Environmental Impact Report

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**16-0750** Consider Alternative Method of Service Delivery for Crossing Guard Services, Award a Contract for Crossing Guard Services (F16-102), and Approve Budget Modification No. \_\_ in the Amount of \_\_

**16-0844** City-wide Residential Food Scraps Collection Program for Single-Family Households and Small Businesses that Use Commercial Cart Service

**Tuesday, October 4, 2016 - City Council**

**Study Session**

**16-0192** 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews

**Special Order of the Day**

**16-0471** SPECIAL ORDER OF THE DAY - October is National Arts and Humanities Month

**Public Hearings/General Business**

**16-0616** Approve City Position on Proposed League of California Cities' 2016 Annual Resolutions

**16-0615** Adopt a Position on State and Local Ballot Measures for the November 8, 2016 Election

**16-0732** File #: 2016-7431  
Location: 662-678 Vanderbilt Drive (Assessor Parcel Numbers 202-06-026 through 202-06-030), 1202-1204 Sesame Drive (202-08-003 through 202-08-006), 1218-1234 Sesame Court (202-08-001, 202-08-002 and 202-06-043 through 202-06-048) and 661-677 Winggate Drive (202-06-034 through 202-06-042)  
Zoning: R-1  
Proposed Project: Introduction of Ordinance to Rezone 28 contiguous single family home lots from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story)

**16-0820** File #: 2016-7523  
Location: 576-598 West Remington Drive (APNs: 202-01-001 through 202-01-007), 575-595 Rockport Drive (APNs: 202-01-016 through 202-01-024), 585-595 Templeton Court (APNs: 202-01-025 through 202-01-028 and 202-08-035), 1104-1132 Spinosa Drive (APNs: 202-01-029 through 202-01-033, and 202-08-032 through 202-08-034), 1126-1138 Strawberry Court (APNs: 202-08-036 through 202-08-040), 1143-1153 Tangerine Way (APNs: 202-08-041 through 202-08-043).  
Zoning: R-1  
Proposed Project: Introduction of Ordinance to Rezone 37 contiguous single family home lots from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story)

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Applicant / Owner: Stephen Meier (plus multiple owners)  
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) (a general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the activity is not subject to CEQA).

**Tuesday, October 25, 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**

**16-0084** Appoint Applicants to Boards and Commissions

**16-0549** File #: 2016-7078  
Location: 838 Azure Street (APN: 211-18-030)  
Zoning: R0  
Proposed Project: Related applications on a 0.34-acre site:  
GENERAL PLAN AMENDMENT: To change the land use designation from Residential Low Density to Residential Low-Medium Density.  
REZONE: Introduction of an Ordinance to rezone the site from Low Density Residential (R0) to Low-Medium Density Residential with a Planned Development combining district (R2-PD)  
Applicant / Owner: Xin Lu  
Environmental Review: Mitigated Negative Declaration  
Project Planner: George Schroeder, (408) 730-7443, gschroeder@sunnyvale.ca.gov

**Tuesday, November 1, 2016 - City Council**

**Special Order of the Day**

**16-0085** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as necessary)

**Public Hearings/General Business**

**16-0475** Discussion and Possible Action to Adopt a Resolution of Findings and Introduce Ordinances for Adoption by Reference of the 2016 California Building Codes with Local Amendments and to Consider Finding that the Action is Exempt from the California Environmental Quality Act

**16-0713** Discussion and Possible Action to Adopt a Resolution of Findings and Introduce Ordinances for Adoption by Reference of the 2016 California Fire Codes with Local Amendments and to Consider Finding that the



**Tuesday, November 15, 2016 - City Council**

**Public Hearings/General Business**

**15-0603**                      Lawrence Station Area Plan and Final Environmental Impact Report

**Tuesday, December 6, 2016 - City Council**

**Study Session**

**16-0520**                      6:45 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Upcoming Selection of Mayor for 2017-2018 and Vice Mayor  
for 2017

**Special Order of the Day**

**16-0522**                      SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and  
Commission Members (as necessary)

**Public Hearings/General Business**

**15-0605**                      Land Use and Transportation Element and Environmental Impact Report

**Tuesday, December 13, 2016 - City Council**

**Closed Session**

**16-0327**                      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**

**16-0690**                      Receive and File the FY 2015/16 Budgetary Year-End Financial Report,  
Comprehensive Annual Financial Report (CAFR) and Sunnyvale Financing  
Authority Financial Report

**16-0800**                      File #: 2015-7576  
Location: 1250 Lakeside Drive (APNs: 216-43-035 and -036)  
Zoning: LSP  
Proposed Project:        Related applications on an 8.83-acre site:

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SPECIFIC PLAN AMENDMENT: to the Lakeside Specific Plan to revise the land use configuration, increase the height allowance, and make other miscellaneous updates.

SPECIAL DEVELOPMENT PERMIT: for development of an existing vacant site with two new buildings and associated site improvements - a six-story, 263-room hotel with an attached 3,000 sq. ft. restaurant and an attached three-level above grade parking structure; and a five-story, 250-unit apartment building over a two-level, above-grade podium parking garage

PARCEL MAP: to create two lots for each land use.

Applicant / Owner: Sunnyvale Partners, Ltd (applicant) / Aircoa Equity Interests, Inc (owner)

**Tuesday, January 10, 2017 - 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**

**16-0072**                    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**

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**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)

**16-0510**                      File # - 2015-7624  
Location: 767 N. Mathilda Ave. (APN: 165-43-021)  
Zoning: Industrial and Service (MS)  
Proposed Project:  
Conditional Use Permit: To develop a 3.44 acre site into a 6-story, 238-room hotel (Hilton Garden Inn) with surface parking. Project includes a Variance for solar shading.  
Applicant / Owner: Architectural Dimensions / Sinogap, LLC  
Environmental Review: Initial Study / Mitigated Negative Declaration  
Project Planner: Margaret Netto, (408) 730-7628, [mnetto@sunnyvale.ca.gov](mailto:mnetto@sunnyvale.ca.gov)

**16-0585**                      Authorization of Additional Property Assessed Clean Energy (PACE) Financing Programs to Support Property Upgrades and Find that the Actions are Exempt from Environmental Review under CEQA Guidelines Section 15378(b)(45)

**16-0664**                      Adopt a Resolution Declaring Three City-Owned Industrial Properties Located at 1050 & 1060 Innovation Way and 1484 Kifer Road as Surplus

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Property and Authorizing for Sale the Subject Properties in Compliance  
with Government Code Section 54222



# City of Sunnyvale

## Agenda Item

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**16-0620**

**Agenda Date: 8/23/2016**

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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	January 2017	
2.	5/3/16	Hold a study session in October/November to discuss ways implementation of the Climate Action Plan could be accelerated and how this would affect other City priorities (coordinate with affected departments). Follow up with further discussion at the Council priority setting session in January 2017	ESD	Oct/Nov 2016	
3.	8/9/16	Follow up with County staff to provide another update to City Council on the County's Hamlin Court Cold Weather Shelter before it opens for the season	CDD		
4.	8/9/16	Provide a Biweekly Report article that includes recent housing numbers quoted in the <i>Mountain View Voice</i> regarding RHNA compliance in the last cycle	CDD		<b>8/18/16</b>

## NEW STUDY/BUDGET ISSUES SPONSORED BY COUNCIL IN 2016

No.	Date Requested	Study Issue Title	Requested By	Dept	Issue Paper Approved by City Manager
1.	6/28/16	Rent Stabilization for Mobile Home Parks	Davis/ Griffith/ Martin-Milius	CDD	



# City of Sunnyvale

## Agenda Item

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16-0119

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### **SUBJECT**

Boards and Commissions Semi-Annual Attendance Report, January - June 2016 (Information Only)

#### **DISCUSSION**

The semi-annual report of all City boards and commissions shows the attendance of each member at both regular and special meetings. The report shows attendance for January to June 2016 and for the past 12 months as required by Council Policy 7.2.19, 2.H.(II).

The next attendance report will be provided to Council in January 2017, for the period of July - December 2016.

#### **EXISTING POLICY**

**Council Policy 7.2.19, 2.H.(II):** Council shall take into consideration board and commission member attendance records, including tardiness, when evaluating the overall performance of board and commission members. Unexcused absences from three consecutive regularly scheduled meetings, or from more than 25% of all regularly scheduled meetings over any twelve consecutive month period, shall result in that member's seat being declared vacant by the City Clerk.

**City Charter Section 1005:** If a member of a board or commission has three consecutive absences from regularly scheduled meetings, unless by permission of the board or commission expressed in its minutes, the Council will declare the member's seat vacant.

#### **PUBLIC CONTACT**

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

Prepared by: Lisa Natusch, Deputy City Clerk

Reviewed by: Walter C. Rossmann, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENT**

1. Board and Commission Semi-Annual Attendance Report (January - June 2016)



**Board and Commission Meeting Attendance (Regular and Special Meetings)  
July 2015 - June 2016**

Attachment 1

		July - December 2015						January - June 2016						Total: July 2015 - June 2016					
Arts Commission	Term Ends	July - December 2015 Regular Meetings: 4			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 1		January - June 2016 Regular Meetings: 2			Total Absences (EA+UA)	Eligible Regular Meetings	January - June 2016 Special Meetings: 0		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA			Pres.	Absent	Pres.	EA	UA			Pres.	Absent				
Kiphuth, Roberta	2018	3	1	0	1	4	1	0	2	0	0	0	2	0	0	6	83%	0	0%
Koppel, David	2019	3	1	0	1	4	1	0	1	1	0	1	2	0	0	6	67%	0	0%
Lawson, Robert	2017	4	0	0	0	4	1	0	2	0	0	0	2	0	0	6	100%	0	0%
Park, Misuk	2016	4	0	0	0	4	1	0	2	0	0	0	2	0	0	6	100%	0	0%
Bicycle and Pedestrian Advisory Commission	Term Ends	July - December 2015 Regular Meetings: 5			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 1		January - June 2016 Regular Meetings: 6			Total Absences (EA+UA)	Eligible Regular Meetings	January - June 2016 Special Meetings: 0		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA			Pres.	Absent	Pres.	EA	UA			Pres.	Absent				
Cordes, John	2018	4	1	0	1	5	0	1	5	1	0	1	6	-	-	11	82%	0	0%
Jackson, Kevin	2016	5	0	0	0	5	1	0	6	0	0	0	6	-	-	11	100%	0	0%
Jones, David	2017	5	0	0	0	5	0	1	6	0	0	0	6	-	-	11	100%	0	0%
Kolber, Richard	2016	5	0	0	0	5	1	0	6	0	0	0	6	-	-	11	100%	0	0%
Okuzumi, Margaret	2017	4	1	0	1	5	0	1	5	1	0	1	6	-	-	11	82%	0	0%
Rausch, Angela	2018	5	0	0	0	5	0	1	5	1	0	1	6	-	-	11	91%	0	0%
Welch, Kyle	2019	3	2	0	2	5	0	1	6	0	0	0	6	-	-	11	82%	0	0%
Board of Building Code Appeals	Terms Ends	July - December 2015 Meetings: 0			Total Absences (EA+UA)	Eligible Meetings	N/A		January - June 2016 Meetings: 0			Total Absences (EA+UA)	Eligible Meetings	N/A		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA					Pres.	EA	UA								
Kim, Paul	2016	-	-	-	-	0			-	-	-	-	0			0	-	-	-
Kisyova, Petya	2019	-	-	-	-	0			-	-	-	-	0			0	-	-	-
Michitaka, Sachihiko (Mike)	2016	-	-	-	-	0			-	-	-	-	0			0	-	-	-
Board of Library Trustees	Term Ends	July - December 2015 Regular Meetings: 3			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 1		January - June 2016 Regular Meetings: 2			Total Absences (EA+UA)	Eligible Regular Meetings	January- June 2016 Special Meetings: 2		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA			Pres.	Absent	Pres.	EA	UA			Pres.	Absent				
Bremond, Daniel	2016	2	1	0	1	3	1	0	2	0	0	0	2	2	0	5	80%	0	0%
Isaak, Mark	2019	1	0	0	0	1	0	1	2	0	0	0	2	2	0	3	100%	0	0%
Lai, Carey Wingyin	2018	3	0	0	0	3	1	0	2	0	0	0	2	2	0	5	100%	0	0%
Shanmugasundaram, Jill	2016	3	0	0	0	3	0	1	2	0	0	0	2	2	0	5	100%	0	0%
Torres, Erika	2017	3	0	0	0	3	1	0	1	1	0	1	2	1	1	5	80%	0	0%
Heritage Preservation Commission	Term Ends	July - December 2015 Regular Meetings: 3			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 2		January - June 2016 Regular Meetings: 3			Total Absences (EA+UA)	Eligible Regular Meetings	Januray - June 2016 Special Meetings: 0		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA			Pres.	Absent	Pres.	EA	UA			Pres.	Absent				
Dietrich, Hannalore	2018	3	0	0	0	3	2	0	2	1	0	1	3	-	-	6	83%	0	0%
Hopkins, Dawn	2019	3	0	0	0	3	1	1	3	0	0	0	3	-	-	6	100%	0	0%
Larsen, Dixie	2017	2	1	0	1	3	1	1	3	0	0	0	3	-	-	6	83%	0	0%
Michitaka, Sachihiko (Mike)	2016	3	0	0	0	3	1	1	3	0	0	0	3	-	-	6	100%	0	0%
Mouritsen, Dale	2018	3	0	0	0	3	1	1	3	0	0	0	3	-	-	6	100%	0	0%
Squellati, David	2016	3	0	0	0	3	1	1	3	0	0	0	3	-	-	6	100%	0	0%
Valenzuela, Kenneth	2019	2	1	0	1	3	1	1	3	0	0	0	3	-	-	6	83%	0	0%
Housing and Human Services Commission	Term Ends	July - December 2015 Regular Meetings: 3			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 2		January - June 2016 Regular Meetings: 2			Total Absences (EA+UA)	Eligible Regular Meetings	January - June 2016 Special Meetings: 3		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA			Pres.	Absent	Pres.	EA	UA			Pres.	Absent				
Chiu, Dennis	2018	2	1	0	1	3	1	1	2	0	0	0	2	1	2	5	80%	0	0%
Evans, Patti	2019	1	2	0	2	3	1	1	2	0	0	0	2	3	0	5	60%	0	0%
Gilbert, Diana	2017	3	0	0	0	3	1	1	1	1	0	1	2	2	1	5	80%	0	0%
Jeong, Younil	2016	2	0	1	1	3	1	1	2	0	0	0	2	1	2	5	80%	1	20%
Kwok, Minjung	2017	0	0	0	0	0	0	0	1	0	0	0	1	2	0	1	100%	0	0%
Pathak, Narendra	2017	-	-	-	-	-	-	-	2	0	0	0	2	3	0	2	100%	0	0%
Schmidt, Barbara	2016	3	0	0	0	3	1	1	1	1	0	1	2	3	0	5	80%	0	0%

Pres.=Present  
EA=Excused Absence  
UA=Unexcused Absence

**Board and Commission Meeting Attendance (Regular and Special Meetings)  
July 2015 - June 2016**

Attachment 1

		July - December 2015						January - June 2016						Total: July 2015 - June 2016					
Parks and Recreation Commission	Term Ends	July - December 2015 Regular Meetings: 5			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 1		January - June 2016 Regular Meetings: 4			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 1		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA			Pres.	Absent	Pres.	EA	UA			Pres.	Absent				
		Alexander III, Henry	2016	3	1	1	2	5	0	1	3	0	1	1	4	1	0	9	67%
Din, Omar	2018	-	-	-	-	-	-	-	3	0	0	0	3	1	0	3	100%	0	0%
Kenton, Ralph	2017	5	0	0	0	5	0	1	3	1	0	1	4	1	0	9	89%	0	0%
Pasqua, Craig	2019	5	0	0	0	5	1	0	4	0	0	0	4	1	0	9	100%	0	0%
Pochowski, Robert	2017	4	1	0	1	5	0	1	2	2	0	2	4	1	0	9	67%	0	0%
Personnel Board	Term Ends	July - December 2015 Meetings: 0			Total Absences (EA+UA)	Eligible Meetings	N/A		January- June 2016 Meetings: 2			Total Absences (EA+UA)	Eligible Meetings	N/A		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA					Pres.	EA	UA								
		Cohen, Jonathan	2019	-	-	-	-	0			0	2	0	2	2			2	0%
Ketzel, Marc	2016	-	-	-	-	0			2	0	0	0	2			2	100%	0	0%
Oberman, Traci	2018	-	-	-	-	0			2	0	0	0	2			2	100%	0	0%
Sellers, Garry	2017	-	-	-	-	0			2	0	0	0	2			2	100%	0	0%
Planning Commission	Term Ends	July - December 2015 Regular Meetings: 11			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 1		January - June 2016 Regular Meetings: 12			Total Absences (EA+UA)	Eligible Regular Meetings	January - June 2016 Special Meetings: 2		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA			Pres.	Absent	Pres.	EA	UA			Pres.	Absent				
		Harrison, Sue	2018	10	1	0	1	11	0	1	12	0	0	0	12	2	0	23	96%
Klein, Larry	2016	9	2	0	2	11	0	1	11	1	0	1	12	2	0	23	87%	0	0%
Melton, Russell	2016	11	0	0	0	11	1	0	12	0	0	0	12	2	0	23	100%	0	0%
Olevson, Ken	2017	9	2	0	2	11	1	0	12	0	0	0	12	2	0	23	91%	0	0%
Rheume, Ken	2018	10	1	0	1	11	1	0	12	0	0	0	12	1	1	23	96%	0	0%
Simons, David	2019	10	1	0	1	11	0	1	11	1	0	1	12	2	0	23	91%	0	0%
Weiss, Carol	2019	1	0	0	0	1	-	-	11	1	0	1	12	2	0	13	92%	0	0%
Sustainability Commission	Term Ends	July - December 2015 Regular Meetings: 5			Total Absences (EA+UA)	Eligible Regular Meetings	July - December 2015 Special Meetings: 1		January- June 2016 Regular Meetings: 4			Total Absences (EA+UA)	Eligible Regular Meetings	January- June 2016 Special Meetings: 1		Total Eligible Meetings	Percentage of Attendance	Total Unexcused Absences	Percentage of Unexcused Absences
		Pres.	EA	UA			Pres.	Absent	Pres.	EA	UA			Pres.	Absent				
		Glaser, Gerald	2016	4	1	0	1	5	0	1	3	1	0	1	4	1	0	9	78%
Glazebrook, Brian	2017	4	0	1	1	5	0	1	3	1	0	1	4	0	1	9	78%	1	11%
Hafeman, Dan	2015	3	2	0	2	5	1	0	4	0	0	0	4	1	0	9	78%	0	0%
Kisyova, Petya	2018	4	1	0	1	5	1	0	3	1	0	1	4	1	0	9	78%	0	0%
Paton, Bruce	2017	5	0	0	0	5	0	1	4	0	0	0	4	1	0	9	100%	0	0%
Srivastava, Amit	2018	4	1	0	1	5	0	1	3	1	0	1	4	0	1	9	78%	0	0%
Zornetzer, Steven	2016	-	-	-	-	-	-	-	2	1	0	1	3	1	0	3	67%	0	0%

Pres.=Present  
EA=Excused Absence  
UA=Unexcused Absence



# City of Sunnyvale

## Agenda Item

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16-0594

Agenda Date: 8/23/2016

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### REPORT TO COUNCIL

#### SUBJECT

Notice of Public Works Director's Decision on Final Maps (Information Only)

#### BACKGROUND

In accordance with Sunnyvale Municipal Code Section 18.20.270, this is notice of the Public Works Director's pending approval on the following Final Map(s):

<b>Tract</b>	9963
<b>Location</b>	963 S Wolfe Road
<b>Developer</b>	Santa Cruz Capital LLC
<b>Lots/Units</b>	7 (6 developable, 1 common lot)/6 townhouse units

<b>Tract</b>	10358
<b>Location</b>	915 De Guigne Drive
<b>Developer</b>	LS-Sunnyvale LLC
<b>Lots/Units</b>	13 (7 developable, 6 common lots)/450 condominium units

#### 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).

#### 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: Jennifer Ng, Assistant City Engineer

Reviewed by: Craig Mobeck, Assistant Director of Public Works

Reviewed by: Manuel Pineda, Director of Public Works



# City of Sunnyvale

## Agenda Item

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**16-0396**

**Agenda Date: 8/23/2016**

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Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Draft

### Board of Library Trustees

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Monday, August 1, 2016

7:00 PM

Library Program Room, Sunnyvale Public  
Library, 665 W. Olive Ave., Sunnyvale, CA  
94086

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#### **CALL TO ORDER**

The meeting was called to order at 7:02 p.m.

#### **ROLL CALL**

**Present:** 4 - Board Member Daniel Bremond  
Board Member Mark Isaak  
Vice Chair Carey Wingyin Lai  
Board Member Erika Torres  
**Absent:** 1 - Board Member Tina Hwang

Board Member Tina Hwang's absence is excused.  
Council Liaison Gustav Larsson (absent).

#### **PRESENTATION**

[16-0720](#) Recognition of Service

The presentation was canceled.

[16-0721](#) Libraries Engage - Overview of Adult Services

Supervising Librarian Christine Mendoza presented the Board with an overview of the many programs, services and other projects undertaken by Adult Services this past year.

#### **ORAL COMMUNICATIONS**

None.

#### **CONSENT CALENDAR**

1 [16-0719](#) Approval of Draft Minutes of June 13, 2016

Board Member Bremond moved, and Board Member Isaak seconded, approval of

the consent calendar as presented. The motion carried by the following vote:

**Yes:** 4 - Board Member Bremond  
Board Member Isaak  
Vice Chair Lai  
Board Member Torres

**No:** 0

**Absent:** 1 - Board Member Hwang

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

#### **2      [16-0778](#)      Election of Officers**

Nominations were opened for Chair to the Board of Library Trustees.

Board Member Bremond nominated Board Member Isaak who declined the nomination. Board Member Isaak nominated Board Member Bremond who declined the nomination. Board Member Bremond nominated Vice Chair Lai who accepted the nomination. No further nominations were presented.

Vote on nomination for Chair:

**Yes:** 4 - Board Member Bremond  
Board Member Isaak  
Vice Chair Lai  
Board Member Torres

**No:** 0

**Absent:** 1 - Board Member Hwang

Nominations were opened for Vice Chair to the Board of Library Trustees.

Board Member Bremond nominated Board Member Torres who expressed interest in serving as Vice Chair, however, requested the item be deferred in order to allow her time to inquire on the role and responsibilities of Vice Chair. No further nominations were presented.

Board Member Bremond moved, and Board Member Isaak seconded, to defer election of Vice Chair to the next regularly scheduled Board of Library Trustees meeting. The motion carried by the following vote:

**Yes:** 4 - Board Member Bremond  
Board Member Isaak  
Vice Chair Lai  
Board Member Torres

**No:** 0

**Absent:** 1 - Board Member Hwang

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

None.

**NON-AGENDA ITEMS & COMMENTS**

**-Board Member Comments**

None.

**-Staff Comments**

Director Bojorquez noted the following:

- The Library has assembled and delivered 40 book bags containing approximately 30 books in each bag (for a total of 1,200 books) as a loan to summer school teachers in the Sunnyvale Elementary School District. Since the school libraries are not available to the teachers during summer school, these book bags give teachers access to some recreational, age-appropriate reading material for their students. The book bags include information about the Library's summer reading program, as well as encouraging teachers to trade with other classrooms as the summer progresses.

- The Library is presenting a series of summer family entertainment at Washington Park each Wednesday night at 7 p.m. from June 22 through August 10. The first two programs were a big success with 460 people coming to see Circus of Smiles and 320 more to see ventriloquist Steve Chaney. The rest of the summer lineup includes puppet shows, a storyteller, jugglers, a bubblesmith and a magician. All of the Library's summer programs are made possible through the generous support of the Friends of the Sunnyvale Public Library. A Mercury News article titled "Sunnyvale: Big crowds coming to library's outdoor Family Nights" was published on Thursday, July 28:

[http://www.mercurynews.com/entertainment/ci\\_30182492/sunnyvale-big-crowds-coming-libraries-outdoor-family-nights?source=rss](http://www.mercurynews.com/entertainment/ci_30182492/sunnyvale-big-crowds-coming-libraries-outdoor-family-nights?source=rss)

- Singers from Opera San Jose captivated an audience of over 150 people as they presented excerpts from The Barber of Seville, La Boheme and Lucia di Lammermoor. The Opera has been coming to the Library for more than 14 years and is always eagerly anticipated.

- On Tuesday, July 26, seventy people participated in a community PokeWalk which started in the Library lobby and included walks through City Hall, Charles Street Gardens, and Washington Park. The Library program was well received by the community and many people of all ages and backgrounds arrived at the event.
- Jessie Spragge has been appointed to the part-time children's librarian position. Jessie graduated from the University of Hawaii, and received her MLIS from San Jose State University. She is fluent in Japanese, has a lot of customer service experience, and has worked with children of all ages. Jessie will begin her assignment in the middle of August.
- The Library hosted a financial seminar series, Aging in Place, for seniors the weekends of July 16-17 and July 23-24 and had approximately 150 participants. The series showcased: Creating sustainable wealth to last the rest of your lifetime, When to consider a reverse mortgage – benefits and risks, How to turn assets into lifelong income and Transferring property to loved ones.
- 3,686 people registered to participate in the Sunnyvale Public Library's Summer Reading Program. This year's total numbers include 1,807 individuals and 1,879 families/groups. This was the first year where people could register as a family/group; therefore the numbers are not directly comparable to the previous year when 3,920 individuals registered. The breakdown of individuals for this year included: 83 babies/toddlers (ages 0-3); 812 children (ages 3-grade 5); 420 teens (ages 6-12) and 492 adults (ages 18+).

#### **INFORMATION ONLY ITEMS**

None.

#### **ADJOURNMENT**

The meeting was adjourned at 7:35 p.m.





# City of Sunnyvale

## Meeting Minutes - Draft

### Housing and Human Services Commission

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Wednesday, July 27, 2016

7:00 PM

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

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#### **CALL TO ORDER**

Chair Evans called the meeting to order at 7:05 p.m.

#### **SALUTE TO THE FLAG**

Chair Evans led the salute to the flag.

#### **ROLL CALL**

**Present:** 6 - Chair Patti Evans  
Commissioner Diana Gilbert  
Commissioner Joshua Grossman  
Commissioner Minjung Kwok  
Commissioner Narendra Pathak  
Commissioner Elinor Stetson

**Absent:** 1 - Commissioner Dennis Chiu

**Commissioner Dennis Chiu (excused absence)**  
**Council Liaison Jim Griffith (present)**

Chair Evans noted two new commissioners, she welcomed them, and asked staff and other commissioners to introduce themselves.

#### **ORAL COMMUNICATIONS**

None.

#### **CONSENT CALENDAR**

**1.A**      [16-0710](#)      Approve the Housing and Human Services Commission  
Minutes of May 18, 2016

Chair Evans asked if anyone wanted to discuss the item on the consent calendar.  
No one did. Chair Evans asked for a motion.

Commissioner Gilbert moved and Commissioner Kwok seconded the motion to

approve the Housing and Human Services Commission Minutes of May 18, 2016 as submitted. The motion carried by the following vote:

**Yes:** 6 - Chair Evans  
Commissioner Gilbert  
Commissioner Grossman  
Commissioner Kwok  
Commissioner Pathak  
Commissioner Stetson

**No:** 0

**Absent:** 1 - Commissioner Chiu

Chair Evans noted that agenda item 3 would be heard before agenda item 2 to accommodate the members of the public present.

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

- 3**      [16-0574](#)      Consider Charities Housing Development Corporation Proposal for \$403,000 in BMR In-Lieu Fee (BIF) Funds for Rehabilitation of Stoney Pine Villa Apartments at 267 W. California Ave.

Assistant Planner Shila Behzadiaria gave a brief report on the Charities Housing proposal to rehabilitate Stoney Pine Villa Apartments, a 23-unit affordable rental property for tenants with developmental disabilities, located at 267 W. California Avenue. She noted that Charities had originally applied for and been awarded \$201,000 in CDBG Revolving Loan funds for this project, but the project was not initiated as scheduled due to workload issues. Charities Housing has now resubmitted and slightly expanded the scope of work for the project, and is requesting \$403,000 in BIF funds instead of the CDBG funds. If this request is successful, the CDBG award would be rescinded and those funds would become available for reallocation to other projects in the next fiscal year.

Commissioners asked what changed in the scope of work to justify the increase in funds requested and why had the project been delayed.

Staff explained that the scope of work was expanded slightly to include a more comprehensive rehabilitation of the property's interior and exterior, including the parking area. Staff also noted that the cost of construction has also gone up significantly since 2014 when they originally applied for CDBG funds, and that the amount of funding available at that time had forced Charities Housing to limit the

scope of work to the most urgently needed work items.

Staff added that the other two projects that Charities Housing had in Sunnyvale, Parkside Studios and two senior group homes, had taken priority over the Stoney Pine project. In addition, the Housing staff also had significant workload issues with a number of urgent projects such as the winter shelter relocation and other capital projects.

Charities Housing staff Maureen Wormley described the services provided to residents of Stoney Pine Villa.

Chair Evans opened the public hearing at 7:32 p.m.

Sue Serrone, member of the public, spoke in favor of the project and inquired about the property's waiting list. Charities staff noted that they had just closed their waiting list and noted that there is very little turnover in these units so they don't keep a large waiting list.

Chair Evans closed the public hearing at 7:40 p.m.

Chair Evans asked for a motion.

Commissioner Pathak moved to approve Alternative 1; Commissioner Gilbert offered a friendly amendment to restate the motion as "recommend to approve." Commissioner Pathak accepted the friendly amendment, and Commissioner Gilbert seconded the motion to Recommend to Council Alternative 1: Award a one-year conditional commitment of BIF in the amount of \$403,000 to Charities for rehabilitation of Stoney Pine consistent with the terms described in Attachment 4. The motion carried by the following vote:

**Yes:** 6 - Chair Evans  
Commissioner Gilbert  
Commissioner Grossman  
Commissioner Kwok  
Commissioner Pathak  
Commissioner Stetson

**No:** 0

**Absent:** 1 - Commissioner Chiu

**2**      [16-0712](#)      Overview of the Lawrence Station Area Plan and Draft  
Environmental Impact Report (EIR)

Planning Officer Andrew Miner gave an overview of the Lawrence Station Area Plan (LSAP) and draft EIR.

Planning Officer Miner noted that, although no formal action on the LSAP was requested from the commission at this time, he wanted to provide an update on the LSAP because he had come to this commission for input earlier in the process, and commissioner Jeong, whose term ended in June 2016, had served on the LSAP citizen's advisory committee as the commission's representative.

Mr. Miner explained that the LSAP effort began a few years back, when the Planning Commission sponsored a study issue to explore options for increasing ridership and improving circulation at the Lawrence Caltrain Station.

The Lawrence Station is located at 137 San Zeno Way, right under the Lawrence Expressway overpass that connects Reed Avenue to Kifer Road, next to Costco. It is one of the few Caltrain stations that does not have bus service, and during the LSAP community outreach phase, it became evident that some residents were not aware of the train station at all. Those riders who do know it is there do not feel safe traveling to and from the station in the evenings, due to poor lighting and inadequate sidewalks.

The LSAP citizens advisory committee came up with the concept of flexible mixed-use zoning around the station to allow the area to develop organically. The vision is to create a transit village that thrives with activity during the day and evening, and can be a live-work area. In order to not let any one type of development dominate the area, some interim caps would be put in place and checked every couple of years to assess if the limits need to be adjusted.

The LSAP includes an affordable housing and anti-displacement strategy which is intended to provide opportunities to develop affordable housing with minimal impact on current residents. The EIR included mitigating policies which have been included in the plan: 1) No increased development capacity on existing residential areas, to avoid displacement of residents; 2) create incentives and local bonuses to encourage production of affordable housing units; 3) reduce parking requirements for projects with access to transit; 4) provide financial assistance for affordable housing development; and 5) make affordable housing a priority.

Planning Officer Andrew reviewed the interim zoning provisions and incentives that are in the draft LSAP.

He added that the draft LSAP will be considered by the Planning Commission in

September, and by the City Council in October.

Chair Evans opened the public hearing at 8:13 p.m.

Don Tran, representing the Silicon Valley Leadership Group, spoke in support of the plan, but suggested starting with a higher minimum density of 40 units per acre in areas within 1/2 mile of the station. He also suggested maintaining a balanced ratio of market-rate to affordable housing to reflect the range of needs. And lastly, he asked that the jobs-to-housing balance assumptions be revisited in order to avoid an imbalanced jobs-to-housing ratio.

Sue Serrone, member of the public, spoke in favor of the plan and had some questions about the affordable housing caps in mixed used projects.

Chair Evans closed the public hearing at 8:25 p.m.

Chair Evans thanked staff for the presentation, and the hard work by the LSAP committee and staff.

#### **4**      [16-0711](#)      Election of Officers for FY 2016-2017

Chair Evans asked if anyone was interested in serving as Chair and opened the floor for nominations.

Commissioner Pathak nominated Chair Evans for the office of Chair.

Chair Evans accepted the nomination and asked if anyone else was interested in serving. No one did. Chair Evans closed the floor for nominations and opened the floor for discussion.

Commissioner Evans was elected to the Office of Chair for FY 2016-17 by acclamation.

Chair Evans asked if anyone was interested in serving as Vice Chair and opened the floor for nominations.

Chair Evans nominated Commissioner Kwok for the office of Vice Chair and Commissioner Kwok accepted the nomination.

Chair Evans closed the floor for nominations and opened the floor for discussion.

Commissioner Kwok was elected to the Office of Vice Chair for FY 2016-17 by

acclamation.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

Chair Evans asked if there were any new potential study issues that they would like to discuss at this time. There were no new items.

**NON-AGENDA ITEMS & COMMENTS**

**-Commissioner Comments**

Commissioner Gilbert requested some educational materials for new commissioners at the next meeting related to meeting protocol, parliamentary procedures, etc.

Commissioner Grossman commented that he was used to meetings that were more structured and formal and suggested adhering to parliamentary procedures more closely during public hearing discussions.

Councilmember Griffith explained that following parliamentary procedures helps prevent any perception of disparity in how members of the public are allowed to interact with staff or commissioners during the hearing. He added that starting to enforce protocol in the middle of a meeting is very difficult, and that only by being impartial and consistent all the time can one be fair to everyone.

**-Staff Comments**

None.

**ADJOURNMENT**

Chair Evans adjourned the meeting at 8:41 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft Arts Commission

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Wednesday, July 20, 2016

7:00 PM

Neighborhood Room - Recreation Center,  
Sunnyvale Community Center, 550 E.  
Remington Drive, Sunnyvale, CA 94087

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### **CALL TO ORDER**

Vice Chair Lawson called the meeting to order at 7:10 p.m. in the Neighborhood Room.

### **SALUTE TO THE FLAG**

Vice Chair Lawson led the salute to the flag.

### **ROLL CALL**

**Present:** 3 - Commissioner Roberta Kiphuth  
Vice Chair Robert Lawson  
Commissioner Susannah Vaughan  
**Absent:** 1 - Commissioner David Koppel

Commissioner Koppel's absence is excused.  
Council Liaison Davis (present)

Community Services Manager Trenton Hill welcomed newly appointed Commissioner Susannah Vaughan.

### **PRESENTATION**

[16-0733](#) Recognition of Service

The presentation was cancelled.

### **ORAL COMMUNICATIONS**

None.

### **CONSENT CALENDAR**

1a [16-0417](#) Approval of Draft Minutes of February 17, 2016

**1b**      [16-0734](#)      Approval of Draft Minutes of May 18, 2016

Commissioner Kiphuth moved, Vice Chair Lawson seconded, approval of the consent calendar as presented. The motion carried by the following vote:

**Yes:** 2 -    Commissioner Kiphuth  
                 Vice Chair Lawson

**No:** 0

**Absent:** 1 -    Commissioner Koppel

**Abstain:** 1 -    Commissioner Vaughan

**PUBLIC HEARINGS/GENERAL BUSINESS****2**      [16-0735](#)      Review of Report to Council "Sister City Relationship"

Sr. Management Analyst Yvette Blackford provided the Commission with a brief overview of the Report to Council regarding development of a Sister City Relationship. She noted that at their June 21 meeting, Council approved establishing a Sister City Relationship/Agreement with the City of Iizuka, Japan; funding of up to \$10,000 towards increased engagement; and authorized membership in Sister Cities International. She also noted that Council directed staff to inform the Parks and Recreation and Arts Commissions of the new relationship and request their support of future initiatives regarding the relationship.

Staff answered Commissioner's questions. Each year for the past three years, two to five dignitaries have traveled to Sunnyvale from Iizuka and approximately 7-10 middle school-aged children have participated in the exchange program. It is anticipated that the Sister City Relationship will be finalized in October or November 2016. Staff will follow up regarding the Iizuka government structure in an attempt to identify the Arts Commission constituent.

**3**      [16-0736](#)      Election of Officers

Nominations were opened for Chair to the Arts Commission. No nominations were presented.

Commissioner Kiphuth moved, and Commissioner Vaughan seconded, to defer election of officers to the next regularly scheduled Arts Commission meeting. The motion carried by the following vote:

**Yes:** 3 -    Commissioner Kiphuth  
                 Vice Chair Lawson  
                 Commissioner Vaughan



**No:** 0

**Absent:** 1 - Commissioner Koppel

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

None.

**NON-AGENDA ITEMS & COMMENTS**

**-Commissioner Comments**

Commissioners welcomed Commissioner Vaughan.

**-Staff Comments**

Manager Hill announced the following events:

- The California Theatre Center's Summer Rep Performances are coming to an end. Tickets are still available for the remaining July performances.

Season tickets are available for the Evenings of Cultural Arts 2016/17 season.

New this year, season subscribers have the ability to select reserved seats for all shows. Tickets are available online or by calling the box office.

-The City of Sunnyvale summer camps; including arts, pottery and musical theater, have had a very busy and successful summer.

**INFORMATION ONLY REPORTS/ITEMS**

None.

**ADJOURNMENT**

Vice Chair Lawson adjourned the meeting at 7:45 p.m.