



City of Sunnyvale

Notice and Agenda City Council

Tuesday, February 6, 2018

5:45 PM

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

Special Meeting: Closed Session- 5:45 PM | Regular Meeting- 7 PM

5:45 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

[18-0008](#)

Closed Session held pursuant to California Government Code Section 54957 (a): THREAT TO PUBLIC SERVICES OR FACILITIES

Topic: Council Chambers Security

Consultation with Sunnyvale Department of Public Safety:

Phan Ngo, Director of Public Safety and Captain James

Boone; John Nagel, City Attorney

[18-0097](#)

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

Agency designated representatives: Kent Steffens, City

Manager; Teri Silva, Assistant City Manager

Employee organization: Public Safety Managers Association (PSMA)

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****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 [18-0065](#) Approve City Council Meeting Minutes of January 23, 2018

Recommendation: Approve the City Council Meeting Minutes of January 23, 2018 as submitted.

1.B [17-1086](#) 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 [18-0074](#) Receive and File the City of Sunnyvale Investment Report - 4th Quarter 2017

Recommendation: Receive and file the City of Sunnyvale FY 2017/18 - Fourth Quarter 2017 (Period 7) Investment Report.

- 1.D [17-1166](#) Accept the Addendum to the Water Pollution Control Plant Master Plan Program EIR, Authorize the City Manager to Accept Grant Funds, and Execute a Sub-recipient Grant Agreement and Approve Budget Modification No. 39 to Appropriate \$380,000 from the San Francisco Bay Water Quality Improvement Fund Grant for the Caribbean Drive Green Street Demonstration Project

Recommendation: Accept the Addendum to the Master Plan PEIR in Attachment 2 to the report, Authorize the City Manager to accept grant funds and execute a sub-recipient grant agreement with the Association of Bay Area Governments, and approve Budget Modification No. 39 to appropriate \$380,000 from the San Francisco Bay Water Quality Improvement Fund Grant for the Caribbean Drive Green Street Demonstration Project to Project 831510 Green Streets for Stormwater.

- 1.E [17-1187](#) Reject Proposals for Emergency Operations Center Site Analysis and Feasibility Study (F18-141)

Recommendation: Reject both proposals received in response to Request for Proposals (RFP) F18-141.

- 1.F [17-1203](#) Authorize Amending an Existing Contract for the Preliminary Design and Environmental Clearance of the Bernardo Undercrossing Project (F17-075) and Approve a Cost Sharing Agreement with the City of Mountain View and a Service Agreement with the Peninsula Corridor Joint Powers Board Regarding the Project and Approval of Budget Modification No. 38

Recommendation: 1) Authorize the City Manager to execute a first amendment, in substantially the same form as Attachment 1 to the report, to increase the not to exceed contract amount for the existing consultant services agreement with WMH Corporation from \$586,577 to \$1,051,721, 2) approve a 8.8% contingency in the amount of \$92,848, 3) authorize the City Manager to execute a Cost Sharing Agreement with the City of Mountain View regarding the Project, 4) authorize the City Manager to execute a Service Agreement with the Peninsula Corridor Joint Powers Board in the amount of \$20,500, and 5) approve a Budget Modification No. 38 in the amount of \$532,158 to fund the contract, recognize revenue from the City of Mountain View, and fund the balance of the Peninsula Corridor Joint Powers Board Service Agreement.

- 1.G** [18-0126](#) Adopt Ordinance No. 3130-18 amending the Precise Zoning Plan, Zoning Districts Map, to Rezone 79 contiguous properties located on Pome Avenue, Pomengranate Court, Pulora Court, Qunice Avenue, Sheraton Avenue, and Hollenbeck Avenue from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story)

Recommendation: Adopt Ordinance No. 3130-18.

- 1.H** [18-0135](#) Approve 2018 Board and Commission Work Plans

Recommendation: Approve the 2018 work plans as submitted.

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** [18-0100](#) Proposed Project: General Plan Amendment Initiation: to consider amendments to the Moffett Park Specific Plan
File #: 2017-7743
Locations: Moffett Park Specific Plan Area
Applicant / Owner: Google, Inc. (applicant) / various owners
Environmental Review: The project is exempt from the

California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (a).

Recommendation: Alternatives 1, 2 (A and B) and 3 (A, B, and C i - viii): 1) Initiate a General Plan/Specific Plan Amendment study to consider amending the Moffett Park Specific Plan; 2) Direct staff: A) to prepare a work plan and project description after initial community outreach and return to the Planning Commission for a recommendation and to City Council for action and B) to commence work on the amendment studies only if fully paid for by the applicant(s); and, 3) Direct staff to include the following scope items as suggested by the Planning Commission and modified by staff:

A. Water Supply Assessment.

B. Access at State Highway 237.

C. Bicycle and Pedestrian Master Plan. Prepare a bike and pedestrian circulation plan that considers the following aspects:

i. Type IV bicycle lanes

ii. Light Rail and other transportation

iii. Potential transportation gaps and mitigation measures

iv. Borregas Avenue bridge access

v. Mountain View connection via Moffett Drive

vi. Bike and pedestrian access points to the Bay trail

vii. Sidewalk width consistency with VTA, Caltrans and AASHTO standards

viii. Public safety impacts related to Fire Station Five

- 3 [18-0062](#) Introduce an Ordinance to Amend Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units) and Find that the Action is Exempt from Environmental Review Pursuant to Public Resources Code Section 21080.17

Recommendation: Alternative 1: Make the finding that the action is exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and introduce an Ordinance (Attachment 2 to the report) to adopt the proposed amendments to Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units).

- 4 [18-0120](#) Approve Memorandum of Understanding between the City of Sunnyvale and the Communication Officers Association, Adopt

two Resolutions: (1) Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category A (Classified Employees Represented by the Communication Officers Association ("COA")), and (2) For Paying and Reporting the Value of Employer Paid Member Contributions for CalPERS Retirement for COA Employees

Recommendation: Alternative 1: Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Communication Officers Association, Adopt two Resolutions: 1) Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category A (Classified Employees Represented by the Communication Officers Association), and 2) for Paying and Reporting the Value of Employer Paid Member Contributions for CalPERS Retirement for COA employees.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

<u>18-0067</u>	Tentative Council Meeting Agenda Calendar
<u>18-0056</u>	Information/Action Items
<u>17-1208</u>	Review of 2017 Housing Legislation (Information Only)
<u>18-0038</u>	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 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 35.160 (b) (1))

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" available on the City website at sunnyvale.ca.gov.

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 <https://sunnyvaleca.legistar.com> for upcoming Council, board and commission meeting information.



City of Sunnyvale

Agenda Item

18-0008

Agenda Date: 2/6/2018

Closed Session held pursuant to California Government Code Section 54957 (a): THREAT TO PUBLIC SERVICES OR FACILITIES

Topic: Council Chambers Security

Consultation with Sunnyvale Department of Public Safety: Phan Ngo, Director of Public Safety and Captain James Boone; John Nagel, City Attorney



City of Sunnyvale

Agenda Item

18-0097

Agenda Date: 2/6/2018

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

Agency designated representatives: Kent Steffens, City Manager; Teri Silva, Assistant City Manager
Employee organization: Public Safety Managers Association (PSMA)



City of Sunnyvale

Agenda Item

18-0065

Agenda Date: 2/6/2018

SUBJECT

Approve City Council Meeting Minutes of January 23, 2018

RECOMMENDATION

Approve the City Council Meeting Minutes of January 23, 2018 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, January 23, 2018

5:00 PM

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

Special Meetings: Closed Session- 5 PM | Study Session- 6 PM | Regular Meeting- 7 PM

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

Vice Mayor Klein announced the items for Closed Session and invited any members of the public to provide public comments before convening to Closed Session.

1 Call to Order in the West Conference Room

Vice Mayor Klein called the meeting to order at 5:02 p.m.

2 Roll Call

Present: 7 - Mayor Glenn Hendricks
Vice Mayor Larry Klein
Councilmember Jim Griffith
Councilmember Gustav Larsson
Councilmember Nancy Smith
Councilmember Russ Melton
Councilmember Michael S. Goldman

3 Public Comment

No speakers.

4 Convene to Closed Session

[18-0002](#)

Closed Session held pursuant to California Government Code
Section 54957: PUBLIC EMPLOYEE PERFORMANCE
EVALUATION
Title: City Manager

5 Adjourn Special Meeting

Vice Mayor Klein adjourned the meeting at 5:40 p.m.

6 P.M. SPECIAL COUNCIL MEETING (Study Session)

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

Vice Mayor Klein called the meeting to order at 6:01 p.m.

2 Roll Call

Present: 7 - Mayor Glenn Hendricks
Vice Mayor Larry Klein
Councilmember Jim Griffith
Councilmember Gustav Larsson
Councilmember Nancy Smith
Councilmember Russ Melton
Councilmember Michael S. Goldman

3 Public Comment**4 Study Session**

[17-0784](#) Presentation by the California High-Speed Rail Authority on the Status and Next Steps on the High-Speed Rail Project

5 Adjourn Special Meeting

Vice Mayor Klein adjourned the meeting at 6:50 p.m.

7 P.M. COUNCIL MEETING**CALL TO ORDER**

Mayor Hendricks called the meeting to order.

SALUTE TO THE FLAG

Mayor Hendricks led the salute to the flag.

ROLL CALL

Present: 7 - Mayor Glenn Hendricks
Vice Mayor Larry Klein
Councilmember Jim Griffith
Councilmember Gustav Larsson
Councilmember Nancy Smith
Councilmember Russ Melton
Councilmember Michael S. Goldman

CLOSED SESSION REPORT

Vice Mayor Klein reported the Council met in Closed Session pursuant to California Government Code Section 54957: Public Employee Performance Evaluation; Title: City Manager; nothing to report.

SPECIAL ORDER OF THE DAY

[18-0037](#) SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

Mayor Hendricks presented a proclamation in recognition of outgoing Vice Mayor Larsson.

Councilmember Larsson provided outgoing remarks.

[18-0079](#) SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Incoming Vice Mayor

Nancy Tivol administered the ceremonial Oath of Office to incoming Vice Mayor Larry Klein.

Vice Mayor Klein provided incoming remarks.

[17-0609](#) SPECIAL ORDER OF THE DAY - Sunnyvale Working Scholars Program Launch

Mayor Hendricks recognized the Working Scholars program launch.

ORAL COMMUNICATIONS

Zachary Kaufman spoke regarding "How not to notify" and submitted written materials.

Councilmember Goldman announced the second season of the Sustainability Speaker Series.

CONSENT CALENDAR

Mayor Hendricks announced a member of the public would like to pull Item 1.C.

MOTION: Vice Mayor Klein moved and Councilmember Larsson seconded the motion to approve Items 1.A, 1.B, and 1.D through 1.H.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks
Vice Mayor Klein
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

1.A [17-1122](#) Approve City Council Meeting Minutes of January 9, 2018

Approve the City Council Meeting Minutes of January 9, 2018 as submitted.

1.B [17-1085](#) Approve the List(s) of Claims and Bills Approved for Payment
by the City Manager

Approve the list(s) of claims and bills.

1.C [17-0774](#) Adopt a Resolution of Intention Ordering the Proposed
Vacation of a Portion of Carl Road Westerly of Borregas
Avenue, a Portion of Borregas Avenue Northerly of Carl Road
and a Portion of Crossman Avenue Northerly of Caribbean
Drive and Reserving an AT&T Utility Easement, and Set the
Public Hearing Date for February 27, 2018.

Public Hearing opened at 7:20 p.m.

Kira Od spoke regarding unsafe parallel parking on Borregas due to vehicle speed and requested that if property is purchased in that area, that Council ensure some of it be available for public parking for access to the wetland area.

Public Hearing closed at 7:23 p.m.

MOTION: Vice Mayor Klein moved and Councilmember Larsson seconded the motion to adopt the Resolution of Intention Ordering the Proposed Vacation of a Portion of Carl Road Westerly of Borregas Avenue, a Portion of Borregas Avenue Northerly of Carl Road and a Portion of Crossman Avenue Northerly of Caribbean Drive and Reserving an AT&T Utility Easement, and set the Public Hearing Date for February 27, 2018.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks
Vice Mayor Klein
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

- 1.D** [17-1012](#) Continuation of Supplement Law Enforcement Services (SLES) Funds and Approval of Budget Modification No. 31 to appropriate \$81,330 in SLES Funding to Support Costs for Sworn Staff Regular and Overtime Costs and for the Purchase of I identified Police Services Equipment

Approve Budget Modification No. 31 to appropriate \$81,330 in Supplemental Law Enforcement Services funding to support sworn regular and overtime costs and for the purchase of identified police services equipment.

- 1.E** [17-1135](#) Authorization to Amend Temporary Personnel Services Agreement with Fire & Risk Alliance, LLC., and Approval of Budget Modification No. 35 in the Amount of \$500,000

1) Approve Budget Modification No. 35 in the amount of \$500,000 in Development Enterprise Fund Reserves to provide additional funding for fire protection system plan review and inspection services; and 2) authorize the City Manager to execute a fourth amendment, in substantially the same form as Attachment 1 to the report, to increase the not to exceed contract amount for the existing temporary personnel services agreement with Fire & Risk Alliance, LLC. from \$375,000 to \$875,000.

- 1.F** [17-1164](#) Adopt a Resolution to Accept One Bay Area Grant Cycle 2 for Vehicle Emission Reductions Based at Schools (VERBS) Grant Funds and Approve Budget Modification No. 37 in the amount of \$2,428,000.

Adopt the required resolution to allow submittal of the projects to the Metropolitan Transportation Commission for final approval, and to accept One Bay Area Grant 2 for Vehicle Emissions Reductions Based at Schools (VERBS) Grant Funds, and Approve Budget Modification No. 37 in the amount of \$2,428,000 to recognize grant revenues, recognize the reimbursement from the City of Cupertino, appropriate the City's matching funds obligation, and appropriate funds to construct the projects.

- 1.G** [17-1179](#) Reject Proposal for Citywide Engineering and Traffic Surveys (F17-120)

Reject the sole proposal received in response to Request for Proposals F17-120.

- 1.H** [17-1200](#) Award of Contract for Park Buildings Rehabilitation Project-Serra And Washington Parks Auxiliary Restrooms (F18-002)

1) Award a contract in substantially the same form as Attachment 1 to the report and in an amount, not to exceed \$276,787 to Brad Cox, Architects, Inc. and authorize the City Manager to execute the contract when all necessary conditions have been met; and 2) Approve a 10% contract contingency in the amount of \$27,679.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [18-0083](#) Annual Public Hearing-Discussion of Potential Council Study Issues and Budget Issues for Calendar Year 2018

Senior Management Analyst Lupita Alamos provided the staff report.

Public Hearing opened at 7:26 p.m.

Evelyn Breakstone spoke in support of a study issue regarding airplane noise.

Jerry Nabhan, managing partner, Specialty Solid Waste and Recycling, spoke in support of the study issue regarding solid waste franchises.

Yolonda Yu spoke regarding the impact of airplane noise on quality of life and requested a study issue to determine a new overall process in dealing effectively with airplane noise issues.

Arnav Gattani spoke regarding bicycling and pedestrian safety issues and suggested mobile and downloadable versions of the bicycle map and technology to find bike racks.

Jennifer spoke representing more than 500 members of the Sunnyvale Airplane Noise Group Coalition, requested a study issue regarding airplane noise to determine what processes, procedures or committees need to be in place to protect Sunnyvale currently, and in the future, from increases in airplane noise, and to create an implementation plan for the recommendations.

Ron requested sponsorship of a study issue regarding airplane noise issues.

Eileen Hails spoke regarding the impacts of airplane noise and requested sponsorship of a study issue to deal with airplane noise.

John Cordes, Bicycle and Pedestrian Advisory Commission Chair speaking for himself, spoke in support of study issues 1) DPW 18-03 Update Bicycle Master Plan Every Seven Years, DPW 18-08 Develop a Dockless Bicycle Share Pilot Program; 4) ESD 18-01 Encouraging Heat Pump Water and Space Heating, 5) DPW 18-09 Lower Speed Limits on City Streets Including El Camino Real to 30 Miles Per Hour or Less, 6) ESD 17-01 Eliminate the Use of Chemical Pesticides on City Owned or Leased Property, 7) FIN 18-01 Evaluate the Possibility of Subsidizing Water Rates for Qualified Low-Income Senior Residents from the General Fund, 8) CDD 18-08 Consider Requiring the Use of Story Poles, Modeling Technologies, and other Visual Aids for Proposed Development Projects and 9) CDD 18-06 Establishing a "Sponge City."

Public Hearing closed at 7:49 p.m.

Councilmember Melton proposed a study issue regarding golf in Sunnyvale, with a focus on page 139 from the materials presented at the strategic planning session: the estimated cost for the future of golf in Sunnyvale would be \$500,000, the study would include maintaining golf, the study would analyze opportunities and include robust community outreach, would include a financial analysis including a land value analysis, capital costs, maintenance costs, and the timeframe would be a multi-year study. Councilmember Melton stated the study should also include a Council Policy regarding golf subsidization, a breakdown of the golf and tennis fund, golf at the main municipal golf course and golf at Sunken Gardens. Councilmember Melton encouraged City staff to go outside the box in the study issue such as planting trees, and stated it would explicitly preclude and prohibit from study the concept of selling any golf course land.

Vice Mayor Klein co-sponsored the study issue.

Councilmember Goldman proposed a study issue regarding the airplane noise issue to look at what other cities and counties are doing, consult with residents affected, include data, raise the issue to a higher level, and recruit legal and lobbying actions. Councilmember Melton co-sponsored the study issue, and requested to add the concept of being pro-active versus reactive.

Councilmember Goldman co-sponsored the golf study issue and suggested making the golf course a 9-hole golf course, half urban forest or urban agriculture.

Councilmember Smith co-sponsored the golf study issue.

- 3** [17-1185](#) Proposed Project: Introduction of an Ordinance to REZONE 79 contiguous single family home lots from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story)
Location: 1135-1166 Pome Avenue (APNs 202-18-029 through 031, 202-11-023 through 027, 202-13-002 through 007 and 058); 1142-1167 Pomegranate Court (APNs 202-13-008 through 013, 202-13-016 through 021, 202-13-059 and 060); 1142-1167 Pulora Court (APNs 202-13-022 through 035), 1142-1170 Quince Avenue (APNs 202-13-036 through 050); 701-795 Sheraton Avenue (APNs 202-12-004 through 019); 1151-1167 Hollenbeck Avenue (202-13-053 through 057).
File #: 2017-7688
Zoning: R-1
Applicant / Owner: John Scheffel (plus multiple property 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).

Planning Officer Andrew Miner provided the staff report and PowerPoint presentation.

Mayor Hendricks disclosed he grew up in an Eichler, lives in an Eichler in a single story combining district, and that he lives near the area, but outside the boundary of this proposal.

John Scheffel, applicant, provided information regarding the proposal and provided a PowerPoint presentation.

Public Hearing opened at 8:21 p.m.

Maria Hamilton spoke in support of the proposed ordinance to re-zone the properties from R-1 to R-1/S, citing privacy issues, natural light accessibility and solar input issues, and neighborhood character and architectural compatibility.

Public Hearing closed at 8:24 p.m.

MOTION: Councilmember Melton moved and Councilmember Griffith 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 15061(b)(3); and, 2) Introduce an Ordinance (Attachment 6 of the report) to Rezone 79 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: 7 - Mayor Hendricks
Vice Mayor Klein
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

- 4** [17-1186](#) File #: 2016-7573
Location: 623-625 N. Pastoria Avenue (APNs:165-41-029 & 165-41-030)
Proposed Project: Related applications on a 1.35-acre site on N. Pastoria Avenue:
PEERY PARK PLAN REVIEW PERMIT to construct a 52,755-square foot, three-story corporate/research and development (R&D) office building and a one-level underground parking structure resulting in a total of 89% FAR. The project includes a restaurant on the first floor.
Applicant / Owner: Arc Tec, Inc. / George And Josefa Yagmourian Trustee
Environmental Review: The project is exempt from additional

CEQA review per CEQA Guidelines section 15168(c)(2) and (4) and Public Resources Code Section 21094 (c). The project is within the scope of the Peery Park Specific Plan Program EIR as no new environmental impacts are anticipated and no new mitigation measures are required.

Planning Officer Andrew Miner provided the staff report and PowerPoint presentation.

Applicant John Duquette, project architect, provided information regarding the proposal and a PowerPoint presentation.

Public Hearing opened at 8:56 p.m.

No speakers.

Public Hearing closed at 8:56 p.m.

MOTION: Vice Mayor Klein moved and Councilmember Larsson seconded the motion to approve Alternative 1: Make the required Findings to approve the California Environmental Quality Act determination that the project is within the scope of the Peery Park Specific Plan (PPSP) Environmental Impact Report (EIR) and no additional environmental review is required (Attachment 4 to the Report); make the Findings for the Peery Park Plan Review Permit, Sense of Place Fee and Water Infrastructure fee in Attachment 4 to the Report; and approve the Peery Park Plan Review Permit subject to PPSP Mitigation Monitoring and Reporting Program in Attachment 7 to the Report and recommended conditions of approval set forth in Attachment 5 to the report.

The motion carried by the following vote:

Yes: 6 - Mayor Hendricks
Vice Mayor Klein
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton

No: 0

Abstain: 1 - Councilmember Goldman

- 5 [17-1161](#) Consider Addition of Rail Depression Alternative for Caltrain Grade Separation Feasibility Study and Approve Budget

Modification No. 36 in the Amount of \$114,451, and Authorize the City Manager to Execute a Contract Amendment with BKF Engineers.

Public Hearing opened at 9:17 p.m.

No speakers.

Public Hearing closed at 9:17 p.m.

MOTION: Councilmember Larsson moved and Councilmember Melton seconded the motion to approve Alternative 2: Do not authorize the City Manager to execute a contract amendment with BKF Engineers to add a Rail Depression alternative to the work scope for further study.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks
Vice Mayor Klein
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

- 6 [17-1007](#) Hold Tax Equity and Fiscal Responsibility Act (TEFRA)
Hearing and Adopt Resolution Approving Issuance of up to \$50
Million in Tax-Exempt Bonds for Mixed-Income Rental Housing
Development at 1008 E. El Camino Real in Sunnyvale and
Authorizing the City to Become an Additional Member of the
California Public Finance Authority

Housing Officer Suzanne Isé provided the staff report.

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

Public Hearing opened at 9:30 p.m.

No speakers.

Public Hearing closed at 9:30 p.m.

MOTION: Councilmember Smith moved and Councilmember Larsson seconded the

motion to approve Alternatives 1 and 2: 1) Conduct a public hearing pursuant to the Tax and Equity Fiscal Responsibility Act and the Internal Revenue Code of 1986, as amended; and 2) Adopt a Resolution (Attachment 3 to the report) approving the issuance of up to \$50,000,000 in tax exempt revenue bonds by the California Public Finance Authority for the St. Anton ECR Housing Project and authorizing the City to become an additional member of the CalPFA (Attachment 2 to the report) on the City's behalf.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks
Vice Mayor Klein
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

- 7** [17-1107](#) Consider Budget Modification No. 34 in the amount of \$200,000 for the Peery Park Specific Plan Housing Study, and Find that the Action is Exempt from CEQA

Director of Community Development Trudi Ryan provided the staff report.

Public Hearing opened at 9:34 p.m.

John Cordes, Bicycle and Pedestrian Advisory Commission Chair speaking for himself, spoke in support of the budget modification.

Public Hearing closed at 9:36 p.m.

MOTION: Councilmember Larsson moved and Councilmember Melton seconded the motion to approve Alternative 1: Do not approve Budget Modification No. 34 in the amount of \$200,000 for the Peery Park Specific Plan Housing Study.

The motion carried by the following vote:

Yes: 7 - Mayor Hendricks
Vice Mayor Klein
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

None.

NON-AGENDA ITEMS & COMMENTS

-Council

Councilmember Goldman spoke regarding housing.

Mayor Hendricks reported his attendance at the Santa Clara County Board of Supervisors meeting and stated \$1 million has been allocated for the Magical Bridge project.

-City Manager

None.

INFORMATION ONLY REPORTS/ITEMS

18-0039	Tentative Council Meeting Agenda Calendar
18-0055	Information/Action Items
17-0973	Options to Affect Sunnyvale Jobs to Housing Ratio (Information Only)

ADJOURNMENT

Mayor Hendricks adjourned the meeting at 9:43 p.m.



City of Sunnyvale

Agenda Item

17-1086

Agenda Date: 2/6/2018

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
903	01-07-18 through 01-13-18	\$3,007,045.52
904	01-14-18 through 01-20-18	\$2,441,156.00

Payments made by the City are controlled in a variety of ways. In general, payments are reviewed by the appropriate City staff for compliance with the goods or services provided. Any discrepancies are resolved and re-submitted for payment. Different levels of dollar amounts for payments require varying levels of approval within the organization. Ultimately payments are reviewed and processed by the Finance Department. Budgetary control is set by Council through the budget adoption resolution.

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: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

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

1/22/2018

City of Sunnyvale

LIST # 903

Page 1

List of All Claims and Bills Approved for Payment
For Payments Dated 1/7/2018 through 1/13/2018

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx298576	1/9/18	A T & T	NOV2017	Utilities - Telephone	123.25	0.00	123.25	\$123.25
xxx298577	1/9/18	ALLIES	ELL-06-DEC2017	Contracts/Service Agreements	14,935.50	0.00	14,935.50	\$14,935.50
xxx298578	1/9/18	BKF ENGINEERS	17120252	Consultants	3,890.03	0.00	3,890.03	\$3,890.03
xxx298579	1/9/18	BAY AREA WATER SUPPLY & CONSERVATION ACY	2952	Membership Fees	49,695.00	0.00	49,695.00	\$49,695.00
xxx298580	1/9/18	BOOTSTRAP SOLUTIONS	2002	Contracts/Service Agreements	2,550.00	0.00	2,550.00	\$2,550.00
xxx298581	1/9/18	CORT	6198495	Misc Office Equip Rental	1,860.44	0.00	1,860.44	\$1,860.44
xxx298582	1/9/18	CAPTURE TECHNOLOGIES INC	50288	Software Licensing & Support	3,095.00	0.00	3,095.00	\$3,095.00
xxx298583	1/9/18	CAREER DEVELOPMENT SOLUTIONS LLC	493624	DED Services/Training - Training	500.00	0.00	500.00	\$500.00
xxx298584	1/9/18	CITY & COUNTY OF SAN FRANCISCO	NOV2017	Contracts/Service Agreements	3,543.22	0.00	3,543.22	\$3,543.22
xxx298585	1/9/18	CONTRA COSTA COUNTY LIBRARY	2017-2018	Software Licensing & Support	500.00	0.00	500.00	\$500.00
xxx298586	1/9/18	DATAWORKS PLUS LLC	18-010	Software Licensing & Support	5,600.00	0.00	5,600.00	\$5,600.00
xxx298587	1/9/18	DAVID ROSE	17-103	Contracts/Service Agreements	1,860.00	0.00	1,860.00	\$1,860.00
xxx298588	1/9/18	DELTA DENTAL INSURANCE CO	BE002561824	Insurances - Dental	1,661.67	0.00	1,661.67	\$1,661.67
xxx298590	1/9/18	ELIZABETH J STRAIN	ES2017ND	Rec Instructors/Officials	643.50	0.00	643.50	\$643.50
xxx298592	1/9/18	IPS GROUP INC	29708	Credit Card Fees	468.85	0.00	468.85	\$468.85
xxx298593	1/9/18	INSTITUTE FOR BUSINESS & TECHNOLOGY	YKERE-5629880	DED Services/Training - Training	600.00	0.00	600.00	\$600.00
xxx298594	1/9/18	INTERNATIONAL MANAGEMENT SYSTEMS	8032	Professional Services	8,450.00	0.00	8,450.00	\$8,450.00
xxx298595	1/9/18	INTERSTATE GRADING & PAVING INC	PVMTRHB2016 #04	Construction Services	10,624.88	0.00	10,624.88	\$10,624.88
xxx298596	1/9/18	JOBTRAIN	NOV2017	DED Services/Training - Training	28,000.00	0.00	28,000.00	\$65,435.00
			NOV2017	Contracts/Service Agreements	37,435.00	0.00	37,435.00	
xxx298597	1/9/18	KELLER SUPPLY COMPANY	S011359382.001	General Supplies	125.53	0.00	125.53	\$828.57
			S011413169.001	General Supplies	703.04	0.00	703.04	
xxx298598	1/9/18	KELLY PAPER CO	8936020	Printing & Related Services	422.05	0.00	422.05	\$422.05
xxx298599	1/9/18	KIDZ LOVE SOCCER	KLS2017ND	Rec Instructors/Officials	5,673.24	0.00	5,673.24	\$5,673.24
xxx298600	1/9/18	KIMLEY HORN & ASSOC INC	10308730	Consultants	12,467.46	0.00	12,467.46	\$24,094.15
			10372222	Consultants	10,206.20	0.00	10,206.20	

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			10372570-1	Consultants	1,420.49	0.00	1,420.49	
xxx298601	1/9/18	L N CURTIS & SONS INC	INV147520	Clothing, Uniforms & Access	381.50	0.00	381.50	\$381.50
xxx298602	1/9/18	L3 COMMUNICATIONS MOBILE VISION INC	0308890-IN	Comm Equip Maintain & Repair - Materials 2	275.78	0.00	275.78	\$384.67
			0308900-IN	Comm Equip Maintain & Repair - Materials 2	108.89	0.00	108.89	
xxx298603	1/9/18	LAWSON PRODUCTS INC	9305463993	Miscellaneous Equipment Parts & Supplies	50.58	0.00	50.58	\$50.58
xxx298604	1/9/18	LEVEL 3 COMMUNICATIONS LLC	65075992	Telecommunication Services	4,672.64	0.00	4,672.64	\$4,672.64
xxx298605	1/9/18	LIEBERT CASSIDY WHITMORE	1451833	City Training Program	1,650.00	0.00	1,650.00	\$1,650.00
xxx298606	1/9/18	LIEBERT CASSIDY WHITMORE	1451637	Investigation Expense	416.00	0.00	416.00	\$416.00
xxx298607	1/9/18	LORI NEUMANN	LN2017ND	Rec Instructors/Officials	809.40	0.00	809.40	\$809.40
xxx298608	1/9/18	M&M COMMUNICATIONS INC	570	Miscellaneous Services	2,050.00	0.00	2,050.00	\$2,050.00
xxx298609	1/9/18	MAHAN AND SONS INC	1537	Services Maintain Land Improv	1,000.00	0.00	1,000.00	\$1,000.00
xxx298610	1/9/18	MALLORY SAFETY & SUPPLY LLC	4369165	Inventory Purchase	33.48	0.00	33.48	\$637.61
			4369173	Inventory Purchase	71.40	0.00	71.40	
			4369177	Inventory Purchase	277.95	0.00	277.95	
			4374270	Inventory Purchase	254.78	0.00	254.78	
xxx298611	1/9/18	MANSFIELD OIL CO	617137	Inventory Purchase	19,479.12	0.00	19,479.12	\$19,479.12
xxx298612	1/9/18	MAZE & ASSOC	27015	Professional Services	1,995.00	0.00	1,995.00	\$1,995.00
xxx298613	1/9/18	MIDWEST TAPE	2000014540REV	Library Materials Preprocessing	-136.30	0.00	-136.30	\$7,393.09
			95541340	Library Materials Preprocessing	159.50	0.00	159.50	
			95631591	Library Materials Preprocessing	136.30	0.00	136.30	
			95655787	Library Acquis, Audio/Visual	-30.51	0.00	-30.51	
			95661647	Library Acquis, Audio/Visual	1,737.54	0.00	1,737.54	
			95661681	Library Acquis, Audio/Visual	813.68	0.00	813.68	
			95680100	Library Acquis, Audio/Visual	32.68	0.00	32.68	
			95680102	Library Acquis, Audio/Visual	935.76	0.00	935.76	
			95680104	Library Acquis, Audio/Visual	1,064.82	0.00	1,064.82	
			95705051	Library Periodicals/Databases	2,679.62	0.00	2,679.62	
xxx298614	1/9/18	MOUNTAIN VIEW GARDEN CENTER	92109	Materials - Land Improve	113.31	0.00	113.31	\$987.07
			92127	Materials - Land Improve	133.25	0.00	133.25	
			92148	Materials - Land Improve	275.46	0.00	275.46	

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			92243	Materials - Land Improve	102.35	0.00	102.35	
			92280	Materials - Land Improve	201.38	0.00	201.38	
			92394	Materials - Land Improve	161.32	0.00	161.32	
xxx298615	1/9/18	MUNICIPAL RESOURCE GROUP LLC	03-17-298	Professional Services	5,288.50	0.00	5,288.50	\$5,288.50
xxx298616	1/9/18	MY FIRST ART CLASS	114	Rec Instructors/Officials	816.00	0.00	816.00	\$816.00
xxx298617	1/9/18	NORTH STATE ENVIRONMENTAL	049584	HazMat Disposal - Hazardous Waste Disposal	2,726.22	0.00	2,726.22	\$2,726.22
xxx298618	1/9/18	OCLC INC	0000574399	Lib Database Services (OCLC)	2,248.23	0.00	2,248.23	\$2,248.23
xxx298619	1/9/18	OMEGA ENGRAVING	215774	Miscellaneous Services	16.00	0.00	16.00	\$127.50
			215777	Supplies, Office 1	111.50	0.00	111.50	
xxx298620	1/9/18	OMNISITE	58212	Miscellaneous Services	300.00	0.00	300.00	\$300.00
xxx298621	1/9/18	OPTONY INC	174807	Professional Services	684.00	0.00	684.00	\$830.00
			174811	Professional Services	146.00	0.00	146.00	
xxx298622	1/9/18	OVERDRIVE INC	910CO17009627	Library Periodicals/Databases	51.00	0.00	51.00	\$7,381.47
			910CO17010153	Library Periodicals/Databases	251.91	0.00	251.91	
			910CO17010157	Library Periodicals/Databases	259.94	0.00	259.94	
			910CO17021761	Library Periodicals/Databases	2,274.05	0.00	2,274.05	
			910CO17097392	Library Periodicals/Databases	472.78	0.00	472.78	
			910CO17097403	Library Periodicals/Databases	325.07	0.00	325.07	
			910CO17099493	Library Periodicals/Databases	3,384.84	0.00	3,384.84	
			910DA17007926	Library Periodicals/Databases	212.97	0.00	212.97	
			910DA17100971	Library Periodicals/Databases	148.91	0.00	148.91	
xxx298624	1/9/18	PAYFLEX SYSTEMS USA INC	128934-1083502	Insurances - Depend Care & Health Care Rmb Admin Fees	798.08	0.00	798.08	\$814.56
			128934-1083502	Professional Services	16.48	0.00	16.48	
xxx298625	1/9/18	PACIFIC ECO-RISK	13921	Water Lab Services	2,985.00	0.00	2,985.00	\$2,985.00
xxx298626	1/9/18	PAN ASIAN PUBLICATIONS INC	U-15434	Library Acquisitions, Books	1,172.49	0.00	1,172.49	\$1,726.35
			U-15445	Library Acquisitions, Books	553.86	0.00	553.86	
xxx298627	1/9/18	PARK PACIFIC INC	021924	Materials - Land Improve	1,241.46	0.00	1,241.46	\$1,241.46
xxx298628	1/9/18	PAVITHRA RAMESH JAYARAMAN	PR2017ND	Rec Instructors/Officials	291.60	0.00	291.60	\$291.60
xxx298629	1/9/18	PETERSON POWER SYSTEMS INC	SB240013462	Misc Equip Maint & Repair - Labor	-5,044.00	0.00	-5,044.00	\$7,616.98
			SB240013462	Misc Equip Maint & Repair - Materials	-2,572.98	0.00	-2,572.98	

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xxx298630	1/9/18	PINE CONE LUMBER CO INC	SW240144883	Misc Equip Maint & Repair - Labor	5,044.00	0.00	5,044.00	
			SW240144883	Misc Equip Maint & Repair - Materials	2,572.98	0.00	2,572.98	
			SW240145035	Misc Equip Maint & Repair - Labor	5,044.00	0.00	5,044.00	
			SW240145035	Misc Equip Maint & Repair - Materials	2,572.98	0.00	2,572.98	
			733784	Materials - Land Improve	147.06	0.00	147.06	\$681.74
			734920	Materials - Land Improve	451.64	0.00	451.64	
			735976	Materials - Land Improve	83.04	0.00	83.04	
xxx298631	1/9/18	PLANET FUTSAL	FK2017ND	Rec Instructors/Officials	2,841.30	0.00	2,841.30	\$2,841.30
xxx298632	1/9/18	PLANET GRANITE INC	PG2017ND	Rec Instructors/Officials	2,185.00	0.00	2,185.00	\$2,185.00
xxx298633	1/9/18	POLYDYNE INC	1194611	Chemicals	22,552.20	0.00	22,552.20	\$22,552.20
xxx298634	1/9/18	PRO-SWEEP INC	244838	Services Maintain Land Improv	832.00	0.00	832.00	\$1,352.00
			244839	Services Maintain Land Improv	520.00	0.00	520.00	
xxx298635	1/9/18	PUBLIC SAFETY DATA SYSTEMS LLC	486	Miscellaneous Services	187.50	0.00	187.50	\$187.50
xxx298636	1/9/18	QUALITY ASSURANCE SOLUTIONS LLC	CA-2017-074	Miscellaneous Services	3,015.00	0.00	3,015.00	\$3,015.00
xxx298637	1/9/18	QUALITY CODE PUBLISHING LLC	2017-305	Books & Publications	1,253.28	0.00	1,253.28	\$2,843.58
			2017-463	Books & Publications	1,590.30	0.00	1,590.30	
xxx298638	1/9/18	R E P NUT N BOLT GUY	28529	Inventory Purchase	125.74	0.00	125.74	\$326.20
			28541	Inventory Purchase	200.46	0.00	200.46	
xxx298639	1/9/18	RACY MING ASSOC LLC	110117-113017	Contracts/Service Agreements	1,735.00	0.00	1,735.00	\$1,735.00
xxx298640	1/9/18	RAHA BOOKS	MSNV182	Library Acquis, Audio/Visual	338.61	0.00	338.61	\$338.61
xxx298641	1/9/18	RANKIN STOCK HEABERLIN	34806	Legal Services	746.67	0.00	746.67	\$1,672.47
			34807	Legal Services	175.00	0.00	175.00	
			34808	Legal Services	348.30	0.00	348.30	
			34809	Legal Services	402.50	0.00	402.50	
xxx298642	1/9/18	READYREFRESH BY NESTLE	17K0025819772	General Supplies	31.72	0.00	31.72	\$398.90
			17K5715636006	General Supplies	156.47	0.00	156.47	
			17K5740153001	General Supplies	16.75	0.00	16.75	
			17L0023249071	General Supplies	36.71	0.00	36.71	
			17L0023360647	General Supplies	6.81	0.00	6.81	
			17L0028805083	General Supplies	26.73	0.00	26.73	
			17L5727863002	General Supplies	41.70	0.00	41.70	

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			17L5736476002	General Supplies	16.75	0.00	16.75	
			17L5740153001	General Supplies	36.71	0.00	36.71	
			17L5740154009	General Supplies	21.74	0.00	21.74	
			17L5740156004	General Supplies	6.81	0.00	6.81	
xxx298644	1/9/18	REDWOOD SOFTWARE INC	15938	Software Licensing & Support	22,760.00	0.00	22,760.00	\$22,760.00
xxx298645	1/9/18	RENNE SLOAN HOLTZMAN SAKAI LLP	36739	Legal Services	2,312.07	0.00	2,312.07	\$10,358.74
			36740	Investigation Expense	4,067.13	0.00	4,067.13	
			36741	Investigation Expense	3,979.54	0.00	3,979.54	
xxx298646	1/9/18	ROBIN PICKEL	RP2017ND	Rec Instructors/Officials	2,437.50	0.00	2,437.50	\$2,437.50
xxx298647	1/9/18	ROOTX	51016	Chemicals	2,214.59	0.00	2,214.59	\$2,214.59
xxx298648	1/9/18	S & L FENCE CO	03769	Misc Equip Maint & Repair - Labor	1,950.00	0.00	1,950.00	\$2,614.45
			03769	Misc Equip Maint & Repair - Materials	664.45	0.00	664.45	
xxx298649	1/9/18	SC FUELS	3473989	Inventory Purchase	16,509.92	0.00	16,509.92	\$16,509.92
xxx298650	1/9/18	SCP DISTRIBUTORS LLC	36902337	General Supplies	282.41	0.00	282.41	\$316.10
			36905014	Bldg Maint Matls & Supplies	33.69	0.00	33.69	
xxx298651	1/9/18	SCS ENGINEERS	0314220	Engineering Services	1,918.78	0.00	1,918.78	\$1,918.78
xxx298652	1/9/18	SESAC	10148001	Membership Fees	1,976.00	0.00	1,976.00	\$1,976.00
xxx298653	1/9/18	SAFEWAY INC	724458-122017	Food Products	45.93	0.00	45.93	\$45.93
xxx298654	1/9/18	SAN FRANCISCO STATE UNIVERSITY	758036	DED Services/Training - Training	3,000.00	0.00	3,000.00	\$3,000.00
xxx298655	1/9/18	SAN JOSE CONSERVATION CORPS	6888	Recycling Services	4,166.67	0.00	4,166.67	\$4,166.67
xxx298656	1/9/18	SAN MATEO COUNTY COMMUNITY COLLEGE	202814	Contracts/Service Agreements	8,996.60	0.00	8,996.60	\$8,996.60
xxx298657	1/9/18	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800023631	Contracts/Service Agreements	13,301.14	0.00	13,301.14	\$13,301.14
xxx298658	1/9/18	SHRED-IT USA	8123749936	General Supplies	54.45	0.00	54.45	\$54.45
xxx298659	1/9/18	SIERRA PACIFIC TURF SUPPLY INC	0514717-IN	Materials - Land Improve	362.69	0.00	362.69	\$725.38
			0517142-IN	Materials - Land Improve	362.69	0.00	362.69	
xxx298660	1/9/18	SILICON VALLEY POLYTECHNIC INSTITUTE	12072017-520	DED Services/Training - Training	2,700.00	0.00	2,700.00	\$16,200.00
			12072017-521	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			12072017-522	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			12072017-523	DED Services/Training - Training	2,700.00	0.00	2,700.00	
			12072017-524	DED Services/Training - Training	2,700.00	0.00	2,700.00	

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			12072017-525	DED Services/Training - Training	2,700.00	0.00	2,700.00	
xxx298661	1/9/18	SILICON VALLEY SECURITY & PATROL INC	2034684	Professional Services	500.00	0.00	500.00	\$1,850.00
			2034705	Professional Services	500.00	0.00	500.00	
			2034741	Professional Services	350.00	0.00	350.00	
			2034862	Professional Services	500.00	0.00	500.00	
xxx298662	1/9/18	SITEONE LANDSCAPE SUPPLY LLC	83819711	Inventory Purchase	557.33	0.00	557.33	\$557.33
xxx298663	1/9/18	SPARTAN TOOL LLC	562963	Inventory Purchase	281.30	0.00	281.30	\$1,331.67
			563099	Inventory Purchase	1,050.37	0.00	1,050.37	
xxx298664	1/9/18	SPORTS TURF MANAGEMENT	12145	Services Maintain Land Improv	340.00	0.00	340.00	\$510.00
			12167	Services Maintain Land Improv	170.00	0.00	170.00	
xxx298665	1/9/18	SPORTZANIA INC DBA SKYHAWKS SPORTS	SKY2017ND	Rec Instructors/Officials	19,607.00	0.00	19,607.00	\$19,607.00
xxx298666	1/9/18	STATE WATER RESOURCES CONTROL BOARD	WD-0134049	Permit Fees	1,140.00	0.00	1,140.00	\$1,140.00
xxx298667	1/9/18	STUDIO SCOTT	296	Consultants	3,326.00	0.00	3,326.00	\$3,326.00
xxx298668	1/9/18	STUDIO EM GRAPHIC DESIGN	16908	Graphics Services	436.00	0.00	436.00	\$545.00
			16909	Graphics Services	109.00	0.00	109.00	
xxx298669	1/9/18	SUZANNE LUFT	114	Rec Instructors/Officials	795.00	0.00	795.00	\$1,020.00
			115	Rec Instructors/Officials	225.00	0.00	225.00	
xxx298670	1/9/18	TJKM	0046528	Consultants	3,294.49	0.00	3,294.49	\$3,294.49
xxx298671	1/9/18	TAMZIDA MOMEN	CK REQ 18-136	DED Services/Training - Books	115.23	0.00	115.23	\$115.23
xxx298672	1/9/18	TARGET SPECIALTY PRODUCTS INC	PI0735897	Materials - Land Improve	2,739.18	0.00	2,739.18	\$5,104.49
			PI0737540	Materials - Land Improve	2,365.31	0.00	2,365.31	
xxx298673	1/9/18	TIGER MARTIAL ARTS ACADEMY INC	TMA2017ND	Rec Instructors/Officials	1,400.00	0.00	1,400.00	\$1,400.00
xxx298674	1/9/18	TRAFFIC DATA SERVICE	17161	Consultants	3,400.00	0.00	3,400.00	\$3,400.00
xxx298675	1/9/18	TRENDTEC INC	268436	Salaries - Contract Personnel	586.88	0.00	586.88	\$586.88
xxx298676	1/9/18	TRICOR AMERICA INC	M647146	Contracts/Service Agreements	770.00	0.00	770.00	\$770.00
xxx298677	1/9/18	TURF & INDUSTRIAL EQUIPMENT CO	IV24015	Inventory Purchase	122.63	0.00	122.63	\$122.63
xxx298678	1/9/18	UC REGENTS	1002478-181	DED Services/Training - Training	4,774.50	0.00	4,774.50	\$14,787.00
			1002854-181	DED Services/Training - Training	4,662.00	0.00	4,662.00	
			1002926-181	DED Services/Training - Training	5,350.50	0.00	5,350.50	
xxx298679	1/9/18	US PIPE FABRICATION	INV071577	Miscellaneous Equipment Parts & Supplies	4,548.57	0.00	4,548.57	\$4,548.57

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xxx298680	1/9/18	USA BLUEBOOK	441497	General Supplies	2,645.36	0.00	2,645.36	\$2,645.36
xxx298681	1/9/18	UNIQUE MANAGEMENT SERVICES INC	455369	Financial Services	375.90	0.00	375.90	\$375.90
xxx298682	1/9/18	UNITED RENTALS	139838537-019	Equipment Rental/Lease	400.01	0.00	400.01	\$2,513.46
			141691843-016	Equipment Rental/Lease	1,567.92	0.00	1,567.92	
			152852379-001	Equipment Rental/Lease	545.53	0.00	545.53	
xxx298683	1/9/18	UNITED SITE SERVICES INC	114-599419REV	Equipment Rental/Lease	-137.74	0.00	-137.74	\$695.43
			114-5999419	Equipment Rental/Lease	137.74	0.00	137.74	
			114-6116753	Equipment Rental/Lease	178.78	0.00	178.78	
			114-6136638	Equipment Rental/Lease	271.65	0.00	271.65	
			114-6137176	Equipment Rental/Lease	245.00	0.00	245.00	
xxx298685	1/9/18	UNIVAR USA INC	SJ853196	Chemicals	3,296.04	0.00	3,296.04	\$8,900.66
			SJ854562	Chemicals	2,306.36	0.00	2,306.36	
			SJ854914	Chemicals	3,298.26	0.00	3,298.26	
xxx298686	1/9/18	UNIVERSITY OF CALIFORNIA SANTA CRUZ	57129	DED Services/Training - Training	600.00	0.00	600.00	\$23,399.99
			57360	DED Services/Training - Training	784.49	0.00	784.49	
			57448	DED Services/Training - Training	303.50	0.00	303.50	
			57473	DED Services/Training - Training	700.00	0.00	700.00	
			57649	DED Services/Training - Training	96.00	0.00	96.00	
			57919	DED Services/Training - Training	3,699.00	0.00	3,699.00	
			57922	DED Services/Training - Training	3,834.00	0.00	3,834.00	
			57924	DED Services/Training - Training	5,040.00	0.00	5,040.00	
			57926	DED Services/Training - Training	3,546.00	0.00	3,546.00	
			57928	DED Services/Training - Training	4,797.00	0.00	4,797.00	
xxx298687	1/9/18	V & W CULTURE CO	S092802017	Library Acquisitions, Books	783.71	0.00	783.71	\$783.71
xxx298688	1/9/18	VWR INTERNATIONAL LLC	8080770341	General Supplies	22.40	0.00	22.40	\$763.37
			8080799463	General Supplies	119.78	0.00	119.78	
			8080800646	General Supplies	41.14	0.00	41.14	
			8080817962	General Supplies	48.13	0.00	48.13	
			8080817963	General Supplies	55.32	0.00	55.32	
			8080850417	General Supplies	476.60	0.00	476.60	
xxx298689	1/9/18	VALI COOPER & ASSOC INC	170018000105CR	Engineering Services	-51,519.73	0.00	-51,519.73	\$50,985.47

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			170018000105R	Engineering Services	48,685.80	0.00	48,685.80	
			170018000108	Engineering Services	53,819.40	0.00	53,819.40	
xxx298690	1/9/18	VIASYN	26462	Utilities - Electric	2,825.00	0.00	2,825.00	\$2,825.00
xxx298691	1/9/18	VISION CORPS MEDIA GROUP, LLC	NOV2017	Contracts/Service Agreements	9,262.50	0.00	9,262.50	\$9,262.50
xxx298692	1/9/18	W A KRAUSS & CO INC	201712	Professional Services	167.75	0.00	167.75	\$167.75
xxx298693	1/9/18	WOWZY CREATION CORP	89429	Customized Products	120.31	0.00	120.31	\$358.01
			89538	Customized Products	118.85	0.00	118.85	
			89559	Customized Products	118.85	0.00	118.85	
xxx298694	1/9/18	WECK LABORATORIES INC	W7L1283	Water Lab Services	1,401.10	0.00	1,401.10	\$1,401.10
xxx298695	1/9/18	WECO INDUSTRIES LLC	0039976-IN	Misc Equip Maint & Repair - Labor	170.35	0.00	170.35	\$1,006.83
			0039976-IN	Misc Equip Maint & Repair - Materials	107.61	0.00	107.61	
			0039976-IN	Miscellaneous Equipment	440.00	0.00	440.00	
			0040043-IN	Miscellaneous Equipment	288.87	0.00	288.87	
xxx298696	1/9/18	WELDERS HEAVEN	WH-121317	Miscellaneous Equipment Parts & Supplies	146.52	0.00	146.52	\$1,436.34
			WH-121517	Miscellaneous Equipment Parts & Supplies	1,289.82	0.00	1,289.82	
xxx298697	1/9/18	WEST LITE SUPPLY CO INC	68613H	Electrical Parts & Supplies	70.75	0.00	70.75	\$1,258.08
			68999H	Electrical Parts & Supplies	657.92	0.00	657.92	
			69000H-1	Electrical Parts & Supplies	529.41	0.00	529.41	
xxx298698	1/9/18	WILSEY HAM	21814	Consultants	1,040.00	0.00	1,040.00	\$1,040.00
xxx298699	1/9/18	ZALCO LABORATORIES	1712098	Miscellaneous Services	375.00	0.00	375.00	\$375.00
xxx298700	1/9/18	WAITER.COM INC	H1206643041	Food Products	81.80	0.00	81.80	\$81.80
xxx298701	1/9/18	BIANKA TALAVERA	17-8307	Return of Seized, Forfeiture or Found Funds	490.00	0.00	490.00	\$490.00
xxx298702	1/9/18	JOEL KUMPARAK	16-6593	Return of Seized, Forfeiture or Found Funds	225.00	0.00	225.00	\$225.00
xxx298703	1/9/18	PATRICIA MILLER	16-6593	Return of Seized, Forfeiture or Found Funds	60.00	0.00	60.00	\$60.00
xxx298704	1/9/18	SANDEEP KUMAR	17-18-036	Liability Claims Paid	5,502.30	0.00	5,502.30	\$5,502.30
xxx298706	1/9/18	AMADEO LOPEZ	372563	Refund Recreation Fees	350.00	0.00	350.00	\$350.00
xxx298707	1/9/18	AZTEC CONSULTANTS	10526906	Water Hydrant Fees - Permit	293.00	0.00	293.00	\$2,596.00
			10526906	Water Sales - Metered	2,303.00	0.00	2,303.00	
xxx298708	1/9/18	AZTEC CONSULTANTS	11508617	Water Hydrant Fees - Permit	293.00	0.00	293.00	\$357.96

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			11508617	Water Sales - Metered	64.96	0.00	64.96	
xxx298709	1/9/18	IRIS RICE	372528	Refund Recreation Fees	13.00	0.00	13.00	\$13.00
xxx298710	1/9/18	MARGARITA JIMENEZ	372172	Refund Recreation Fees	350.00	0.00	350.00	\$350.00
xxx298711	1/9/18	MICHAEL BOSTON	373032	Refund Recreation Fees	500.00	0.00	500.00	\$500.00
xxx298712	1/9/18	NATALIA MANGUM	372492	Refund Recreation Fees	12.00	0.00	12.00	\$25.00
			372727	Refund Recreation Fees	13.00	0.00	13.00	
xxx298713	1/9/18	OANH HO	372474	Refund Recreation Fees	12.00	0.00	12.00	\$12.00
xxx298714	1/9/18	ORCHARD INVESTORS LLC	2017-9211	Development Water Fees - Tapping Fee	6,153.00	0.00	6,153.00	\$6,153.00
xxx298715	1/9/18	PETRA POLASKOVA	372702	Refund Recreation Fees	26.00	0.00	26.00	\$26.00
xxx298716	1/9/18	PIONEER COMMERCIAL SERVICES	185979-49746	Refund Utility Account Credit	2,218.40	0.00	2,218.40	\$2,218.40
xxx298717	1/9/18	ACUSHNET CO	300154734	Inventory Purchase	-1,140.00	0.00	-1,140.00	\$8,467.83
			905053011	Inventory Purchase	1,360.73	0.00	1,360.73	
			905111398	Inventory Purchase	3,133.60	0.00	3,133.60	
			905111906	Inventory Purchase	258.11	0.00	258.11	
			905119315	Inventory Purchase	1,217.95	0.00	1,217.95	
			905134419	Inventory Purchase	258.97	0.00	258.97	
			905142247	Inventory Purchase	3,444.48	66.01	3,378.47	
xxx298718	1/9/18	CORIX WATER PRODUCTS US INC	17713040427	Inventory Purchase	469.89	4.31	465.58	\$465.58
xxx298719	1/9/18	INGRAM LIBRARY SERVICES INC	32391861	Library Acquisitions, Books	9.61	0.00	9.61	\$26,255.50
			32391861	Library Materials Preprocessing	0.73	0.00	0.73	
			32391862	Library Acquisitions, Books	9.61	0.00	9.61	
			32391862	Library Materials Preprocessing	0.73	0.00	0.73	
			32391866	Library Acquisitions, Books	83.77	0.00	83.77	
			32391866	Library Materials Preprocessing	75.33	0.00	75.33	
			32391867	Library Acquisitions, Books	587.85	0.00	587.85	
			32391867	Library Materials Preprocessing	341.50	0.00	341.50	
			32391868	Library Acquisitions, Books	6,513.53	0.00	6,513.53	
			32391868	Library Materials Preprocessing	353.25	0.00	353.25	
			32391869	Library Acquisitions, Books	832.65	0.00	832.65	
			32391869	Library Materials Preprocessing	147.34	0.00	147.34	
			32391870	Library Acquisitions, Books	693.63	0.00	693.63	

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			32391870	Library Materials Preprocessing	778.41	0.00	778.41	
			32391871	Library Acquisitions, Books	573.69	0.00	573.69	
			32391871	Library Materials Preprocessing	296.29	0.00	296.29	
			32391872	Library Acquisitions, Books	89.91	0.00	89.91	
			32391873	Library Acquisitions, Books	3,558.23	0.00	3,558.23	
			32391873	Library Materials Preprocessing	179.19	0.00	179.19	
			32391874	Library Acquisitions, Books	5,234.37	0.00	5,234.37	
			32391874	Library Materials Preprocessing	906.08	0.00	906.08	
			32391875	Library Acquisitions, Books	3,879.64	0.00	3,879.64	
			32391875	Library Materials Preprocessing	1,110.16	0.00	1,110.16	
xxx298721	1/11/18	3E CO ENVIRONMENTAL ECOLOGICAL ENG	3EU0081139	Occupational Health and Safety Services - Other	2,012.50	0.00	2,012.50	\$2,012.50
xxx298722	1/11/18	AT&T	000010715723	Utilities - Telephone	3,165.26	0.00	3,165.26	\$3,165.26
xxx298723	1/11/18	ACADEMY OF TRUCK DRIVING INC	1621	DED Services/Training - Training	600.00	0.00	600.00	\$1,200.00
			1687	DED Services/Training - Training	600.00	0.00	600.00	
xxx298724	1/11/18	ACTRACE LLC	I20170760	Library Acquisitions, Books	813.51	0.00	813.51	\$2,938.51
			I20170761	Library Acquisitions, Books	950.41	0.00	950.41	
			I20170762	Library Acquisitions, Books	1,174.59	0.00	1,174.59	
xxx298725	1/11/18	ALLSTAR FIRE EQUIPMENT INC	203497	Clothing, Uniforms & Access	13,603.20	0.00	13,603.20	\$13,603.20
xxx298726	1/11/18	AON RISK INSURANCE SERVICES WEST INC	8200000234596	Insurances - Fidelity	2,750.00	0.00	2,750.00	\$2,750.00
xxx298727	1/11/18	APPLEONE EMPLOYMENT SERVICES	01-4729657	Contracts/Service Agreements	924.96	0.00	924.96	\$4,320.15
			01-4729658	Contracts/Service Agreements	3,395.19	0.00	3,395.19	
xxx298729	1/11/18	ARBORWELL	IN90397	Services Maintain Land Improv	4,000.00	0.00	4,000.00	\$4,000.00
xxx298730	1/11/18	AXON ENTERPRISE INC	SI1515818	General Supplies	1,820.04	0.00	1,820.04	\$1,820.04
xxx298731	1/11/18	BAKER & TAYLOR	4012097582	Library Acquisitions, Books	639.86	0.00	639.86	\$650.43
			4012097582	Library Materials Preprocessing	10.57	0.00	10.57	
xxx298732	1/11/18	BAY AREA POLYGRAPH	793	Investigation Expense	2,450.00	0.00	2,450.00	\$2,450.00
xxx298733	1/11/18	BERTRAND FOX ELLIOT OSMAN & WENZEL	27810	Legal Services	5,656.14	0.00	5,656.14	\$5,656.14
xxx298734	1/11/18	BOETHING TREELAND FARMS INC	SO-1132925	Materials - Land Improve	102.77	0.00	102.77	\$102.77
xxx298735	1/11/18	CALIFA GROUP	10079	Utilities - Telephone	862.52	0.00	862.52	\$862.52

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xxx298736	1/11/18	CALIFORNIA DEPT OF GENERAL SERVICES	1413132	Utilities - Gas	34,424.31	0.00	34,424.31	\$34,424.31
xxx298737	1/11/18	CENTURY GRAPHICS	47734	Clothing, Uniforms & Access	1,972.12	0.00	1,972.12	\$2,444.69
			47735	Clothing, Uniforms & Access	221.71	0.00	221.71	
			47906	Clothing, Uniforms & Access	209.94	0.00	209.94	
			48042	Clothing, Uniforms & Access	40.92	0.00	40.92	
xxx298738	1/11/18	CITY OF FOSTER CITY	11572	Professional Services	13,899.00	0.00	13,899.00	\$13,899.00
xxx298739	1/11/18	ESBRO	46794	Chemicals	1,715.80	0.00	1,715.80	\$1,715.80
xxx298740	1/11/18	EVOLIBRI CONSULTING	4080	Contracts/Service Agreements	6,812.50	0.00	6,812.50	\$6,812.50
xxx298741	1/11/18	FEDEX	5-909-50165	Postage	12.11	0.00	12.11	\$139.26
			5-937-41889	Postage	40.78	0.00	40.78	
			5-945-68844	Postage	27.62	0.00	27.62	
			5-989-21701	Postage	50.64	0.00	50.64	
			6-033-54275	Mailing & Delivery Services	8.11	0.00	8.11	
xxx298742	1/11/18	GRM INFORMATION MANAGEMENT SERVICES	0088848	Records Related Services	1,475.14	0.00	1,475.14	\$3,094.91
			0089556	Records Related Services	1,619.77	0.00	1,619.77	
xxx298743	1/11/18	GALE/CENGAGE LEARNING	62342046	Library Acquisitions, Books	27.90	0.00	27.90	\$287.71
			62352920	Library Acquisitions, Books	226.68	0.00	226.68	
			62381105	Library Acquisitions, Books	33.13	0.00	33.13	
xxx298744	1/11/18	GARDENLAND POWER EQUIPMENT	536178	Supplies, Safety	307.92	0.00	307.92	\$307.92
xxx298745	1/11/18	GRAINGER	9592239520	General Supplies	844.35	0.00	844.35	\$1,925.21
			9594201189	General Supplies	325.36	0.00	325.36	
			9594201197	General Supplies	141.90	0.00	141.90	
			9610558919	General Supplies	613.60	0.00	613.60	
xxx298746	1/11/18	HACH CO INC	10740303	General Supplies	1,069.97	0.00	1,069.97	\$2,613.09
			10749789	General Supplies	341.27	0.00	341.27	
			10754321	General Supplies	293.31	0.00	293.31	
			10759798	General Supplies	482.22	0.00	482.22	
			10767460	Chemicals	426.32	0.00	426.32	
xxx298748	1/11/18	HULA HALAU'O PI'ILANI	12152017	Rec Instructors/Officials	442.00	0.00	442.00	\$442.00
xxx298749	1/11/18	ICE CENTER OF CUPERTINO	ICE2017ND	Rec Instructors/Officials	2,592.00	0.00	2,592.00	\$2,592.00
xxx298750	1/11/18	IMPERIAL SPRINKLER SUPPLY						\$2,193.20

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			3061550-01	Materials - Land Improve	1,948.27	0.00	1,948.27	
			3168035-00	Materials - Land Improve	88.37	0.00	88.37	
			3169132-00	Materials - Land Improve	156.56	0.00	156.56	
xxx298751	1/11/18	INTEGRATED COMMUNICATION SYSTEMS	187007-1	Miscellaneous Equipment	307.00	0.00	307.00	\$637.00
			187007-1	Miscellaneous Services	330.00	0.00	330.00	
xxx298752	1/11/18	INTERSTATE SALES	17197	Materials - Land Improve	138.98	0.00	138.98	\$138.98
xxx298753	1/11/18	IRVINE & JACHENS INC	2172	Miscellaneous Services	2,369.88	0.00	2,369.88	\$2,369.88
xxx298754	1/11/18	JANET DAIJO	5585661	DED Services/Training - Books	405.00	0.00	405.00	\$405.00
xxx298755	1/11/18	JOBTRAIN	OCT2017	DED Services/Training - Training	16,000.00	0.00	16,000.00	\$55,069.00
			OCT2017	Contracts/Service Agreements	16,372.00	0.00	16,372.00	
			OCT2017	Contracts/Service Agreements	22,697.00	0.00	22,697.00	
xxx298756	1/11/18	JOULEBUG	1084RV1	Customized Products	1,416.67	0.00	1,416.67	\$8,250.00
			1086	Customized Products	6,833.33	0.00	6,833.33	
xxx298757	1/11/18	KELLY MOORE PAINT CO INC	820-344331	Hand Tools	34.25	0.00	34.25	\$34.25
xxx298758	1/11/18	KENYATTA ALI	2017-3	Rec Instructors/Officials	647.50	0.00	647.50	\$647.50
xxx298759	1/11/18	KOHLWEISS AUTO PARTS INC	01PN3436	Inventory Purchase	-8.70	0.00	-8.70	\$1,689.70
			01PN7422	Inventory Purchase	1,771.81	35.48	1,736.33	
			01PN7817	Inventory Purchase	-37.93	0.00	-37.93	
xxx298760	1/11/18	L N CURTIS & SONS INC	INV137070	Clothing, Uniforms & Access	121,477.23	0.00	121,477.23	\$214,031.31
			INV137070	General Supplies	92,554.08	0.00	92,554.08	
xxx298761	1/11/18	LANGUAGE SELECT LLC	53903	Miscellaneous Services	616.73	0.00	616.73	\$616.73
xxx298762	1/11/18	LAW ENFORCEMENT PSYCHOLOGICAL SERV INC	1010599	Investigation Expense	0.00	0.00	0.00	\$9,923.40
			1708496	Investigation Expense	1,188.40	0.00	1,188.40	
			1710599	Investigation Expense	400.00	0.00	400.00	
			1710600	Investigation Expense	2,835.00	0.00	2,835.00	
			1712719	Investigation Expense	2,700.00	0.00	2,700.00	
			1712720	Investigation Expense	2,800.00	0.00	2,800.00	
xxx298763	1/11/18	MALLORY SAFETY & SUPPLY LLC	4378276	Inventory Purchase	120.33	0.00	120.33	\$120.33
xxx298764	1/11/18	MCMaster CARR SUPPLY CO	50028503	Miscellaneous Equipment Parts & Supplies	708.70	0.00	708.70	\$951.35
			53340640	Miscellaneous Equipment Parts & Supplies	242.65	0.00	242.65	
xxx298765	1/11/18	MICHAEL BERNICK	DEC2017	Contracts/Service Agreements	2,250.00	0.00	2,250.00	\$2,250.00

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xxx298766	1/11/18	MIDWEST TAPE	95697504	Library Acquis, Audio/Visual	631.97	0.00	631.97	\$2,892.94
			95698225	Library Acquis, Audio/Visual	1,578.16	0.00	1,578.16	
			95698226	Library Acquis, Audio/Visual	682.81	0.00	682.81	
xxx298767	1/11/18	MISSION LINEN SUPPLY	506280863	Laundry & Cleaning Services	53.39	0.00	53.39	\$1,489.12
			506288403	Laundry & Cleaning Services	48.74	0.00	48.74	
			506299319	Laundry & Cleaning Services	54.30	0.00	54.30	
			506299320	Laundry & Cleaning Services	76.54	0.00	76.54	
			506299323	Laundry & Cleaning Services	76.54	0.00	76.54	
			506299324	Laundry & Cleaning Services	62.64	0.00	62.64	
			506327325	Laundry & Cleaning Services	53.39	0.00	53.39	
			506334722	Laundry & Cleaning Services	54.30	0.00	54.30	
			506345841	Laundry & Cleaning Services	54.30	0.00	54.30	
			506345842	Laundry & Cleaning Services	76.54	0.00	76.54	
			506345845	Laundry & Cleaning Services	76.54	0.00	76.54	
			506345846	Laundry & Cleaning Services	60.96	0.00	60.96	
			506374234	Laundry & Cleaning Services	53.39	0.00	53.39	
			506382302	Laundry & Cleaning Services	54.30	0.00	54.30	
			506391852	Laundry & Cleaning Services	54.30	0.00	54.30	
			506391853	Laundry & Cleaning Services	76.54	0.00	76.54	
			506391856	Laundry & Cleaning Services	76.54	0.00	76.54	
			506391857	Laundry & Cleaning Services	60.96	0.00	60.96	
			506418413	Laundry & Cleaning Services	53.39	0.00	53.39	
			506422209	Laundry & Cleaning Services	43.18	0.00	43.18	
			506439863	Laundry & Cleaning Services	54.30	0.00	54.30	
			506439864	Laundry & Cleaning Services	76.54	0.00	76.54	
			506439867	Laundry & Cleaning Services	76.54	0.00	76.54	
			506439868	Laundry & Cleaning Services	60.96	0.00	60.96	
xxx298769	1/11/18	MOUNTAIN VIEW GARDEN CENTER	92138	Materials - Land Improve	90.20	0.00	90.20	\$180.40
			92316	Materials - Land Improve	90.20	0.00	90.20	
xxx298770	1/11/18	NORTH STATE ENVIRONMENTAL	049601	HazMat Disposal - Hazardous Waste Disposal	815.40	0.00	815.40	\$815.40
xxx298771	1/11/18	OPENACCESS LLC						\$10,800.00

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			120117-123117	Contracts/Service Agreements	10,800.00	0.00	10,800.00	
xxx298772	1/11/18	P&R PAPER SUPPLY CO INC	30169734-00	Inventory Purchase	4,018.00	0.00	4,018.00	\$4,018.00
xxx298773	1/11/18	PAYFLEX SYSTEMS USA INC	130534-1085938	Professional Services	233.05	0.00	233.05	\$273.05
			130536-1085936	Professional Services	40.00	0.00	40.00	
xxx298774	1/11/18	PACIFIC COAST CHEMICALS CO	183998	Chemicals	3,791.80	0.00	3,791.80	\$3,791.80
xxx298775	1/11/18	PINE CONE LUMBER CO INC	737419	Hand Tools	173.20	0.00	173.20	\$209.10
			737794	Hand Tools	35.90	0.00	35.90	
xxx298776	1/11/18	QIAN ZHANG	CK REQ 18-135	DED Services/Training - Books	490.00	0.00	490.00	\$490.00
xxx298777	1/11/18	RFSIGNALMAN	809	Contracts/Service Agreements	10,875.00	0.00	10,875.00	\$10,875.00
xxx298778	1/11/18	RAYVERN LIGHTING SUPPLY CO INC	54802-0	Inventory Purchase	1,926.72	0.00	1,926.72	\$1,926.72
xxx298779	1/11/18	READYREFRESH BY NESTLE	17K5736476002	General Supplies	31.72	0.00	31.72	\$31.72
xxx298780	1/11/18	REED & GRAHAM INC	908533	Materials - Land Improve	674.89	0.00	674.89	\$2,547.11
			908658	Materials - Land Improve	1,872.22	0.00	1,872.22	
xxx298781	1/11/18	REEDS INDOOR RANGE	513735	Real Property Rental/Lease	180.00	0.00	180.00	\$288.00
			518059	Real Property Rental/Lease	108.00	0.00	108.00	
xxx298782	1/11/18	RENNE SLOAN HOLTZMAN SAKAI LLP	36743	Legal Services	2,724.00	0.00	2,724.00	\$2,724.00
xxx298783	1/11/18	STC INC	2036228	Construction Services	7,200.00	0.00	7,200.00	\$7,200.00
xxx298784	1/11/18	SAFETY KLEEN SYSTEMS INC	75377837	Chemicals	322.07	0.00	322.07	\$322.07
xxx298785	1/11/18	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800023813	Contracts/Service Agreements	15,268.21	0.00	15,268.21	\$15,268.21
xxx298786	1/11/18	STEVEN C DOLEZAL PHD	NOV2017	Professional Services	1,200.00	0.00	1,200.00	\$2,100.00
			OCT2017	Professional Services	900.00	0.00	900.00	
xxx298787	1/11/18	SUNNY LO	CK REQ 18-134	DED Services/Training - Books	544.00	0.00	544.00	\$544.00
xxx298789	1/11/18	SYNAGRO-WWT INC	03-103153	Miscellaneous Services	13,843.35	0.00	13,843.35	\$13,843.35
xxx298790	1/11/18	TJKM	0046527	Consultants	200.00	0.00	200.00	\$200.00
xxx298791	1/11/18	THOMSON REUTERS WEST	837441121	Books & Publications	1,720.99	0.00	1,720.99	\$1,796.75
			837548257	Books & Publications	75.76	0.00	75.76	
xxx298792	1/11/18	US PIPE FABRICATION	INV072498	Miscellaneous Equipment Parts & Supplies	1,880.05	0.00	1,880.05	\$1,880.05
xxx298793	1/11/18	UNITED RENTALS	137185550-022	Equipment Rental/Lease	2,857.41	0.00	2,857.41	\$4,425.33
			137-185550-022	Equipment Rental/Lease	-2,857.41	0.00	-2,857.41	
			137185550-023	Equipment Rental/Lease	2,857.41	0.00	2,857.41	

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			141691843-017	Equipment Rental/Lease	1,567.92	0.00	1,567.92	
xxx298794	1/11/18	UNIVAR USA INC	SJ856124	Chemicals	3,276.06	0.00	3,276.06	\$10,022.98
			SJ857522	Chemicals	4,392.50	0.00	4,392.50	
			SJ857568	Chemicals	2,354.42	0.00	2,354.42	
xxx298795	1/11/18	V & A CONSULTING ENGINEERS	17283	Engineering Services	2,180.00	0.00	2,180.00	\$2,180.00
xxx298796	1/11/18	VWR INTERNATIONAL LLC	8080894115	General Supplies	799.51	0.00	799.51	\$1,119.51
			8080894116	General Supplies	232.66	0.00	232.66	
			8080903361	Chemicals	20.40	0.00	20.40	
			8080914893	General Supplies	27.47	0.00	27.47	
			8080919949	General Supplies	39.47	0.00	39.47	
xxx298797	1/11/18	VERMONT SYSTEMS INC	56875	Software Licensing & Support	408.75	0.00	408.75	\$408.75
xxx298798	1/11/18	VINCENT ELECTRIC MOTOR CO	0905309	Misc Equip Maint & Repair - Labor	6,035.00	0.00	6,035.00	\$7,697.41
			0905309	Misc Equip Maint & Repair - Materials	1,662.41	0.00	1,662.41	
xxx298799	1/11/18	WECO INDUSTRIES LLC	0040109-IN	Materials - Land Improve	2,504.55	0.00	2,504.55	\$2,504.55
xxx298800	1/11/18	WESTERN STATES TOOL & SUPPLY CORP	117895	Inventory Purchase	296.26	0.00	296.26	\$296.26
xxx298801	1/11/18	WINSUPPLY OF SILICON VALLEY	679662 00	Water Backflow Valves	52.85	0.00	52.85	\$1,437.87
			681638 01	Bldg Maint Matls & Supplies	81.15	0.00	81.15	
			681738 01	General Supplies	264.83	0.00	264.83	
			682293 00	Water Backflow Valves	282.93	0.00	282.93	
			683339 00	Miscellaneous Equipment Parts & Supplies	621.09	0.00	621.09	
			683339 01	Miscellaneous Equipment Parts & Supplies	135.02	0.00	135.02	
xxx298802	1/11/18	WITMER TYSON IMPORTS INC	T12278	Canine Program Expenditures	650.00	0.00	650.00	\$1,397.50
			T12318	Canine Program Expenditures	747.50	0.00	747.50	
xxx298803	1/11/18	ZUMAR INDUSTRIES INC	0173811	Materials - Land Improve	1,069.45	0.00	1,069.45	\$1,069.45
xxx298804	1/11/18	WAITER.COM INC	H121656924	Food Products	139.91	0.00	139.91	\$313.49
			H1219671604	Food Products	173.58	0.00	173.58	
xxx298805	1/11/18	EMBASSY CONSULTING SERVICES LLC	12525	Training and Conferences	99.00	0.00	99.00	\$99.00
xxx298806	1/11/18	G&K SERVICES	6083169948	Laundry & Cleaning Services	77.09	0.00	77.09	\$6,974.47
			6083169949	Laundry & Cleaning Services	181.55	0.00	181.55	
			6083169950	Laundry & Cleaning Services	309.39	0.00	309.39	
			6083169951	Laundry & Cleaning Services	172.52	0.00	172.52	

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			6083169952	Laundry & Cleaning Services	45.12	0.00	45.12	
			6083169953	Laundry & Cleaning Services	7.68	0.00	7.68	
			6083169954	Laundry & Cleaning Services	68.31	0.00	68.31	
			6083169955	Laundry & Cleaning Services	19.25	0.00	19.25	
			6083169956	Laundry & Cleaning Services	19.11	0.00	19.11	
			6083169957	Laundry & Cleaning Services	10.97	0.00	10.97	
			6083169958	Laundry & Cleaning Services	195.46	0.00	195.46	
			6083169959	Laundry & Cleaning Services	13.75	0.00	13.75	
			6083169960	Laundry & Cleaning Services	0.90	0.00	0.90	
			6083169961	Laundry & Cleaning Services	83.99	0.00	83.99	
			6083169962	Laundry & Cleaning Services	215.50	0.00	215.50	
			6083169963	Laundry & Cleaning Services	19.11	0.00	19.11	
			6083169964	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083169965	Laundry & Cleaning Services	45.28	0.00	45.28	
			6083169968	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083169969	Laundry & Cleaning Services	8.40	0.00	8.40	
			6083169970	Laundry & Cleaning Services	14.34	0.00	14.34	
			6083169971	Laundry & Cleaning Services	47.56	0.00	47.56	
			6083169972	Laundry & Cleaning Services	22.02	0.00	22.02	
			6083169973	Laundry & Cleaning Services	20.58	0.00	20.58	
			6083169974	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083169975	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083172422	Laundry & Cleaning Services	77.09	0.00	77.09	
			6083172423	Laundry & Cleaning Services	181.54	0.00	181.54	
			6083172424	Laundry & Cleaning Services	309.39	0.00	309.39	
			6083172425	Laundry & Cleaning Services	172.52	0.00	172.52	
			6083172426	Laundry & Cleaning Services	45.12	0.00	45.12	
			6083172427	Laundry & Cleaning Services	7.68	0.00	7.68	
			6083172428	Laundry & Cleaning Services	69.25	0.00	69.25	
			6083172429	Laundry & Cleaning Services	19.25	0.00	19.25	
			6083172430	Laundry & Cleaning Services	19.11	0.00	19.11	

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			6083172431	Laundry & Cleaning Services	10.97	0.00	10.97	
			6083172432	Laundry & Cleaning Services	225.86	0.00	225.86	
			6083172433	Laundry & Cleaning Services	13.75	0.00	13.75	
			6083172434	Laundry & Cleaning Services	0.90	0.00	0.90	
			6083172435	Laundry & Cleaning Services	83.99	0.00	83.99	
			6083172436	Laundry & Cleaning Services	215.50	0.00	215.50	
			6083172437	Laundry & Cleaning Services	19.11	0.00	19.11	
			6083172438	Laundry & Cleaning Services	54.78	0.00	54.78	
			6083172439	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083172440	Laundry & Cleaning Services	42.48	0.00	42.48	
			6083172441	Laundry & Cleaning Services	45.28	0.00	45.28	
			6083172442	Laundry & Cleaning Services	20.88	0.00	20.88	
			6083172443	Laundry & Cleaning Services	58.62	0.00	58.62	
			6083172444	Laundry & Cleaning Services	53.46	0.00	53.46	
			6083172447	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083172448	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083172449	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083174870	Laundry & Cleaning Services	77.09	0.00	77.09	
			6083174871	Laundry & Cleaning Services	181.54	0.00	181.54	
			6083174872	Laundry & Cleaning Services	309.39	0.00	309.39	
			6083174873	Laundry & Cleaning Services	172.52	0.00	172.52	
			6083174874	Laundry & Cleaning Services	45.12	0.00	45.12	
			6083174875	Laundry & Cleaning Services	7.68	0.00	7.68	
			6083174876	Laundry & Cleaning Services	69.25	0.00	69.25	
			6083174877	Laundry & Cleaning Services	19.25	0.00	19.25	
			6083174878	Laundry & Cleaning Services	19.11	0.00	19.11	
			6083174879	Laundry & Cleaning Services	10.97	0.00	10.97	
			6083174880	Laundry & Cleaning Services	196.76	0.00	196.76	
			6083174881	Laundry & Cleaning Services	12.89	0.00	12.89	
			6083174882	Laundry & Cleaning Services	0.90	0.00	0.90	
			6083174883	Laundry & Cleaning Services	114.03	0.00	114.03	

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			6083174884	Laundry & Cleaning Services	215.50	0.00	215.50	
			6083174885	Laundry & Cleaning Services	19.11	0.00	19.11	
			6083174886	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083174887	Laundry & Cleaning Services	45.28	0.00	45.28	
			6083174890	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083174891	Laundry & Cleaning Services	8.40	0.00	8.40	
			6083174892	Laundry & Cleaning Services	14.34	0.00	14.34	
			6083174893	Laundry & Cleaning Services	47.56	0.00	47.56	
			6083174894	Laundry & Cleaning Services	22.02	0.00	22.02	
			6083174895	Laundry & Cleaning Services	20.58	0.00	20.58	
			6083174896	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083174897	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083177351	Laundry & Cleaning Services	77.09	0.00	77.09	
			6083177352	Laundry & Cleaning Services	181.54	0.00	181.54	
			6083177353	Laundry & Cleaning Services	365.63	0.00	365.63	
			6083177354	Laundry & Cleaning Services	172.52	0.00	172.52	
			6083177355	Laundry & Cleaning Services	45.12	0.00	45.12	
			6083177356	Laundry & Cleaning Services	7.68	0.00	7.68	
			6083177357	Laundry & Cleaning Services	69.25	0.00	69.25	
			6083177358	Laundry & Cleaning Services	19.25	0.00	19.25	
			6083177359	Laundry & Cleaning Services	19.11	0.00	19.11	
			6083177360	Laundry & Cleaning Services	10.97	0.00	10.97	
			6083177361	Laundry & Cleaning Services	196.76	0.00	196.76	
			6083177362	Laundry & Cleaning Services	12.89	0.00	12.89	
			6083177363	Laundry & Cleaning Services	0.90	0.00	0.90	
			6083177364	Laundry & Cleaning Services	83.99	0.00	83.99	
			6083177365	Laundry & Cleaning Services	182.50	0.00	182.50	
			6083177366	Laundry & Cleaning Services	19.11	0.00	19.11	
			6083177367	Laundry & Cleaning Services	54.78	0.00	54.78	
			6083177368	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083177369	Laundry & Cleaning Services	42.48	0.00	42.48	

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xxx298815	1/11/18	GRAINGER	6083177370	Laundry & Cleaning Services	45.28	0.00	45.28	\$6,201.54
			6083177371	Laundry & Cleaning Services	20.88	0.00	20.88	
			6083177372	Laundry & Cleaning Services	58.62	0.00	58.62	
			6083177373	Laundry & Cleaning Services	53.46	0.00	53.46	
			6083177376	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083177377	Laundry & Cleaning Services	16.31	0.00	16.31	
			6083177378	Laundry & Cleaning Services	16.31	0.00	16.31	
			9610853161	Bldg Maint Matls & Supplies	59.85	0.00	59.85	
			9610853187	Parts, Vehicles & Motor Equip	384.78	0.00	384.78	
			9612022518	Clothing, Uniforms & Access	752.17	0.00	752.17	
			9612775461	Bldg Maint Matls & Supplies	127.57	0.00	127.57	
			9613274704	Bldg Maint Matls & Supplies	2,729.75	0.00	2,729.75	
			9623994606	General Supplies	170.70	0.00	170.70	
			9624083912	Bldg Maint Matls & Supplies	579.96	0.00	579.96	
			9626071410	Bldg Maint Matls & Supplies	137.77	0.00	137.77	
			9628704638	Hand Tools	196.64	0.00	196.64	
			9628704646	Hand Tools	428.61	0.00	428.61	
			9630650498	General Supplies	633.74	0.00	633.74	
xxx298816	1/11/18	OFFICE DEPOT INC	986827928001	Supplies, Office 1	-32.25	0.00	-32.25	\$7,528.59
			989484970002	Supplies, Office 1	7.80	0.00	7.80	
			989967407001	Supplies, Office 1	-35.96	0.00	-35.96	
			990534016001	Supplies, Office 1	213.81	0.00	213.81	
			991085896001	Supplies, Office 1	146.41	0.00	146.41	
			991099782001	Supplies, Office 1	113.55	0.00	113.55	
			991167226001	Supplies, Office 1	27.88	0.00	27.88	
			991196756001	Supplies, Office 1	1,514.39	0.00	1,514.39	
			991197017001	Supplies, Office 1	241.97	0.00	241.97	
			991205833001	Supplies, Office 1	817.49	0.00	817.49	
			991218883001	Supplies, Office 1	546.41	0.00	546.41	
			991222443001	Supplies, Office 1	8.09	0.00	8.09	
			991493648001	Supplies, Office 1	45.14	0.00	45.14	

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			991504746001	Supplies, Office 1	276.20	0.00	276.20	
			991542712001	Supplies, Office 1	258.92	0.00	258.92	
			991618899001	Supplies, Office 1	65.61	0.00	65.61	
			991618973001	Supplies, Office 1	29.05	0.00	29.05	
			991618974001	Supplies, Office 1	65.38	0.00	65.38	
			991621000001	Supplies, Office 1	76.94	0.00	76.94	
			991632481001	Supplies, Office 1	102.45	0.00	102.45	
			991691236001	Supplies, Office 1	185.43	0.00	185.43	
			991746641001	Supplies, Office 1	116.11	0.00	116.11	
			991747707001	Supplies, Office 1	21.45	0.00	21.45	
			991748411001	Supplies, Office 1	65.26	0.00	65.26	
			991753727001	Supplies, Office 1	249.05	0.00	249.05	
			991799026001	Supplies, Office 1	58.24	0.00	58.24	
			991799730001	Supplies, Office 1	6.98	0.00	6.98	
			991835503001	Supplies, Office 1	49.99	0.00	49.99	
			991835682001	Supplies, Office 1	59.94	0.00	59.94	
			991937331001	Supplies, Office 1	113.99	0.00	113.99	
			992001871001	Supplies, Office 1	9.07	0.00	9.07	
			992003087001	Supplies, Office 1	126.84	0.00	126.84	
			992003088001	Supplies, Office 1	246.57	0.00	246.57	
			992054778001	Supplies, Office 1	20.66	0.00	20.66	
			992054960001	Supplies, Office 1	23.60	0.00	23.60	
			992250543001	Supplies, Office 1	34.86	0.00	34.86	
			992250551001	Supplies, Office 1	435.10	0.00	435.10	
			992250552001	Supplies, Office 1	91.29	0.00	91.29	
			992590206001	Supplies, Office 1	394.62	0.00	394.62	
			992605828001	Supplies, Office 1	98.12	0.00	98.12	
			992642747001	Supplies, Office 1	69.08	0.00	69.08	
			992863187001	Supplies, Office 1	271.12	0.00	271.12	
			992920271001	Supplies, Office 1	-11.48	0.00	-11.48	
			992961919001	Supplies, Office 1	303.42	0.00	303.42	

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx298820	1/11/18	PACIFIC GAS & ELECTRIC CO	03142830051217	Utilities - Electric	16,948.61	0.00	16,948.61	\$21,006.47
			03153947311217	Utilities - Electric	545.28	0.00	545.28	
			03955461531117	Utilities - Electric	-0.10	0.00	-0.10	
			03955461531217	Utilities - Electric	1,267.23	0.00	1,267.23	
			03958470701217	Utilities - Electric	2,132.52	0.00	2,132.52	
			53350770051217	Fuel, Oil & Lubricants	30.07	0.00	30.07	
			89805160051217	Utilities - Electric	9.79	0.00	9.79	
			89846354521217	Utilities - Electric	0.68	0.00	0.68	
			91271084621217	Utilities - Electric	19.81	0.00	19.81	
			91290311061217	Utilities - Electric	52.58	0.00	52.58	
xxx298821	1/11/18	STATE WATER RESOURCES CONTROL BOARD	WD-0134500	Taxes & Licenses - Misc	200.00	0.00	200.00	\$200.00
xxx298822	1/11/18	CLAYTON ROARK	BL012525-2018	Business License Tax	37.15	0.00	37.15	\$37.15
xxx298823	1/11/18	PHUONG CHOW	372695	Refund Recreation Fees	13.00	0.00	13.00	\$13.00
xxx298824	1/11/18	TRITON PLUMBING	080217CCPYMT	Cross-Connection Control - Field Inspection	318.00	0.00	318.00	\$318.00
xxx298825	1/11/18	VALERIY MANTEL	373033	Refund Recreation Fees	500.00	0.00	500.00	\$500.00
xxx000532	1/11/18	CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM		Insurances - Medical	1,172,097.50	0.00	1,172,097.50	\$1,606,270.04
				Insurances - Retiree Medical - PERS	434,172.54	0.00	434,172.54	
xxx906305	1/10/18	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	54,088.43	0.00	54,088.43	\$54,088.43
xxx906306	1/11/18	CALIFORNIA PUBLIC EMP RETIREMENT SYSTEM		Retirement Benefits - PERS - Replacement Benefit Fund	109,431.12	0.00	109,431.12	\$109,431.12
Grand Total Payment Amount								<u>\$3,007,045.52</u>

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx298826	1/16/18	AL CLANCY & ASSOC	CB17100	Consultants	500.00	0.00	500.00	\$500.00
xxx298827	1/16/18	ALL CITY MANAGEMENT SERVICES INC	51388	Contracts/Service Agreements	31,327.39	0.00	31,327.39	\$110,795.71
			51586	Contracts/Service Agreements	27,989.66	0.00	27,989.66	
			51916	Contracts/Service Agreements	20,079.40	0.00	20,079.40	
			52114	Contracts/Service Agreements	31,399.26	0.00	31,399.26	
xxx298828	1/16/18	ALPHINAT INC	2850	Computer Software	42,000.00	0.00	42,000.00	\$49,000.00
			4849	Computer Software	7,000.00	0.00	7,000.00	
xxx298829	1/16/18	ASSOCIATED INFRASTRUCTURE MGMT SERVICES	2017-059	Consultants	6,195.54	0.00	6,195.54	\$6,195.54
xxx298830	1/16/18	BAY-VALLEY PEST CONTROL INC	0232958	Services Maintain Land Improv	58.00	0.00	58.00	\$641.00
			0232959	Services Maintain Land Improv	58.00	0.00	58.00	
			0233560	Facilities Maintenance & Repair Labor	64.00	0.00	64.00	
			0233561	Facilities Maintenance & Repair Labor	64.00	0.00	64.00	
			0233573	Facilities Maintenance & Repair Labor	120.00	0.00	120.00	
			0233576	Facilities Maintenance & Repair Labor	65.00	0.00	65.00	
			0233581	Facilities Maintenance & Repair Labor	68.00	0.00	68.00	
			0233583	Facilities Maintenance & Repair Labor	86.00	0.00	86.00	
			0233604	Services Maintain Land Improv	58.00	0.00	58.00	
xxx298832	1/16/18	BERT S ESPINOSA	BLDEC2017	Medical Services	3,750.00	0.00	3,750.00	\$3,750.00
xxx298833	1/16/18	BERTRAND FOX ELLIOT OSMAN & WENZEL	28052	Legal Services	2,776.37	0.00	2,776.37	\$2,776.37
xxx298834	1/16/18	BROWNELLS INC	14930229.00	General Supplies	295.97	0.00	295.97	\$295.97
xxx298835	1/16/18	BUCKLES-SMITH ELECTRIC CO	3064621-02	Electrical Parts & Supplies	6,200.99	0.00	6,200.99	\$6,200.99
xxx298836	1/16/18	BURKE WILLIAMS & SORENSEN LLP	221618	Legal Services	8,374.00	0.00	8,374.00	\$8,374.00
xxx298837	1/16/18	CDM SMITH	90032570	Consultants	169,229.37	0.00	169,229.37	\$169,229.37
xxx298838	1/16/18	CAPTURE TECHNOLOGIES INC	48823	Computer Software	925.00	0.00	925.00	\$925.00
xxx298839	1/16/18	CHARITY ONE INSURANCE AGENCY INC	022818-022819	Insurances - Public Liability	1,435.00	0.00	1,435.00	\$1,435.00
xxx298840	1/16/18	CRISTANDO HOUSE INC	30648	Training and Conferences	400.00	0.00	400.00	\$400.00
xxx298841	1/16/18	CRITICAL REACH INC	18-533	Software As a Service	785.00	0.00	785.00	\$785.00
xxx298842	1/16/18	DOWNEY BRAND LLP	519127	Legal Services	170.00	0.00	170.00	\$170.00

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xxx298843	1/16/18	FEDEX	6-026-91002	Postage	36.47	0.00	36.47	\$48.73
			6-041-24702	Postage	12.26	0.00	12.26	
xxx298844	1/16/18	FIRST ALARM SECURITY & PATROL INC	549577	Contracts/Service Agreements	4,310.02	0.00	4,310.02	\$4,310.02
xxx298845	1/16/18	GLENMOUNT GLOBAL SOLUTIONS INC	AIS70085EV001	Engineering Services	1,820.00	0.00	1,820.00	\$8,883.84
			AIS70527EV001	Communication Equipment	7,063.84	0.00	7,063.84	
xxx298846	1/16/18	GOLDFARB LIPMAN ATTORNEYS	125530	Legal Services	399.00	0.00	399.00	\$905.00
			125587	Legal Services	506.00	0.00	506.00	
xxx298847	1/16/18	GRAINGER	9100713974	General Supplies	-603.53	0.00	-603.53	\$12,340.88
			9580253376	Clothing, Uniforms & Access	12,919.77	0.00	12,919.77	
			9580526946	Clothing, Uniforms & Access	478.51	0.00	478.51	
			9779140327	General Supplies	-453.87	0.00	-453.87	
xxx298848	1/16/18	GRANITE CONSTRUCTION CO	1305966	Materials - Land Improve	930.86	0.00	930.86	\$4,972.47
			1306331	Materials - Land Improve	2,397.35	0.00	2,397.35	
			1307555	Materials - Land Improve	524.94	0.00	524.94	
			1308265	Materials - Land Improve	640.92	0.00	640.92	
			1309093	Materials - Land Improve	478.40	0.00	478.40	
xxx298850	1/16/18	H F & H CONSULTANTS LLC	9715085	Professional Services	820.00	0.00	820.00	\$1,332.50
			9715193	Professional Services	512.50	0.00	512.50	
xxx298851	1/16/18	INDUSTRIAL SAFETY SUPPLY CORP	1054487	Miscellaneous Equipment Parts & Supplies	267.05	0.00	267.05	\$267.05
xxx298852	1/16/18	JMB CONSTRUCTION INC	STRMPMPSTN2 #10	Construction Services	166,962.50	0.00	166,962.50	\$166,962.50
xxx298853	1/16/18	JOHNSON ROBERTS & ASSOC INC	133990	Investigation Expense	182.00	0.00	182.00	\$234.00
			134150	Investigation Expense	26.00	0.00	26.00	
			134358	Investigation Expense	26.00	0.00	26.00	
xxx298854	1/16/18	KAREN L PIKE	KLP600-002	Medical Services	4,000.00	0.00	4,000.00	\$4,000.00
xxx298855	1/16/18	KRONOS INC	11263440	Computer Software	2,187.50	0.00	2,187.50	\$2,187.50
xxx298856	1/16/18	METROPOLITIAN PLANNING GROUP	3006	Professional Services	1,862.50	0.00	1,862.50	\$28,968.34
			3006CM	Professional Services	-1,862.50	0.00	-1,862.50	
			3867	Professional Services	25,959.59	0.00	25,959.59	
			3879REV	Professional Services	3,008.75	0.00	3,008.75	
xxx298857	1/16/18	NI GOVERNMENT SERVICES INC	7111191291	Miscellaneous Services	78.77	0.00	78.77	\$78.77

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xxx298858	1/16/18	NET TRANSCRIPTS INC	0016004-IN	Investigation Expense	887.99	0.00	887.99	\$1,017.34
			0016247-IN	Investigation Expense	129.35	0.00	129.35	
xxx298859	1/16/18	OMEGA ENGRAVING	215773	Supplies, Office 1	169.00	0.00	169.00	\$169.00
xxx298860	1/16/18	ORACLE AMERICA INC	43498135	Software Licensing & Support	12,802.90	0.00	12,802.90	\$12,802.90
xxx298861	1/16/18	PAYFLEX SYSTEMS USA INC	000401002	Miscellaneous Payment	1,226.75	0.00	1,226.75	\$1,226.75
xxx298862	1/16/18	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA22840	Insurances - Dental	54,762.40	0.00	54,762.40	\$65,861.80
			EIA22840	Insurances - Vision	11,099.40	0.00	11,099.40	
xxx298863	1/16/18	RFSIGNALMAN	837	Contracts/Service Agreements	2,250.00	0.00	2,250.00	\$2,250.00
xxx298864	1/16/18	READYREFRESH BY NESTLE	17L0024199309	Miscellaneous Services	81.62	0.00	81.62	\$81.62
xxx298865	1/16/18	RENNE SLOAN HOLTZMAN SAKAI LLP	36742	Legal Services	88.50	0.00	88.50	\$88.50
xxx298866	1/16/18	SANCRA SOUTHERN DIVISION	1089	Miscellaneous Services	40.00	0.00	40.00	\$240.00
			1092	Miscellaneous Services	200.00	0.00	200.00	
xxx298867	1/16/18	SVT GRUPPE INC	1797	Prisoner Transport - Watch	546.00	0.00	546.00	\$546.00
xxx298868	1/16/18	SAFEWAY INC	431379-121817	General Supplies	66.88	0.00	66.88	\$87.57
			805521-121417	General Supplies	20.69	0.00	20.69	
xxx298869	1/16/18	SANTA CLARA COUNTY CITIES MANAGERS ASSN	2018 MBERSHIP	Membership Fees	400.00	0.00	400.00	\$400.00
xxx298870	1/16/18	SHRED-IT USA	8123641578	Records Related Services	169.40	0.00	169.40	\$169.40
xxx298871	1/16/18	SMART & FINAL INC	054601-121217	Food Products	63.47	0.00	63.47	\$92.80
			054645-121217	Food Products	11.34	0.00	11.34	
			054953-121317	Food Products	17.99	0.00	17.99	
xxx298872	1/16/18	STATE WATER RESOURCES CONTROL BOARD	WD-0134151	Permit Fees	1,500.00	0.00	1,500.00	\$1,500.00
xxx298873	1/16/18	STATE WATER RESOURCES CONTROL BOARD	WD-0134146	Permit Fees	1,500.00	0.00	1,500.00	\$1,500.00
xxx298874	1/16/18	STATE WATER RESOURCES CONTROL BOARD	LW-1015949	Taxes & Licenses - Misc	59,183.50	0.00	59,183.50	\$59,183.50
xxx298875	1/16/18	STATE WATER RESOURCES CONTROL BOARD	GARCIA D2 EXAM	Membership Fees	45.00	0.00	45.00	\$45.00
xxx298876	1/16/18	STEVEN C DOLEZAL PHD	DEC2017	Professional Services	900.00	0.00	900.00	\$900.00
xxx298877	1/16/18	SUNNYVALE CHAMBER OF COMMERCE	22565	Membership Fees	1,060.00	0.00	1,060.00	\$1,060.00
xxx298878	1/16/18	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN						\$3,762.00

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			DISABILITY0118	Insurances - Long Term Disability	3,762.00	0.00	3,762.00	
xxx298879	1/16/18	SUNNYVALE PUBLIC SAFETY OFFICERS ASSN	DENTAL0118	Insurances - Dental	28,110.00	0.00	28,110.00	\$28,110.00
xxx298880	1/16/18	SUPPLYWORKS	424679173	Inventory Purchase	2,529.56	23.21	2,506.35	\$2,506.35
xxx298881	1/16/18	TJKM	0046695	Engineering Services	5,165.60	0.00	5,165.60	\$5,165.60
xxx298882	1/16/18	TRISTAR RISK MANAGEMENT	103045	Workers' Compensation - Claims	1,260.81	0.00	1,260.81	\$1,260.81
xxx298883	1/16/18	WEST VALLEY STAFFING GROUP	216916	Professional Services	921.06	0.00	921.06	\$7,860.71
			217392	Professional Services	1,447.38	0.00	1,447.38	
			218615	Professional Services	2,236.71	0.00	2,236.71	
			219110	Professional Services	3,255.56	0.00	3,255.56	
xxx298884	1/16/18	AARONS MOVING	186789-71114	Refund Utility Account Credit	108.40	0.00	108.40	\$108.40
xxx298885	1/16/18	GRAINGER	9604545781	Hand Tools	844.97	0.00	844.97	\$3,703.72
			9604545799	Chemicals	56.63	0.00	56.63	
			9608333614	Hand Tools	208.41	0.00	208.41	
			9609092813	Electrical Parts & Supplies	948.75	0.00	948.75	
			9612014036	Hand Tools	141.21	0.00	141.21	
			9612608134	Miscellaneous Equipment Parts & Supplies	203.70	0.00	203.70	
			9613351882	Electrical Parts & Supplies	130.93	0.00	130.93	
			9617566790	Supplies, Safety	31.35	0.00	31.35	
			9617883849	Hand Tools	287.37	0.00	287.37	
			9619278188	Fuel, Oil & Lubricants	19.84	0.00	19.84	
			9622255769	Miscellaneous Equipment Parts & Supplies	299.49	0.00	299.49	
			9622807866	Office Machines & Equip	37.41	0.00	37.41	
			9625992491	Hand Tools	480.47	0.00	480.47	
			9630362607	Miscellaneous Equipment Parts & Supplies	13.19	0.00	13.19	
xxx298887	1/16/18	RESERVE ACCOUNT	11927647-0118	Inventory Purchase	15,000.00	0.00	15,000.00	\$15,000.00
xxx298888	1/16/18	DEEPA'S DAY CARE	IN000080864	Permit - Fire Prevention - General	267.00	0.00	267.00	\$292.00
			IN000080864	Permit - Fire Prevention - Technology Fees	25.00	0.00	25.00	
xxx298889	1/16/18	PATRICK SMITH	161445-43976	Refund Utility Account Credit	178.32	0.00	178.32	\$178.32
xxx298890	1/18/18	A T & T	DEC2017	Utilities - Telephone	123.06	0.00	123.06	\$123.06
xxx298891	1/18/18	AT&T	000010759074	Utilities - Telephone	1,244.05	0.00	1,244.05	\$1,244.05

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xxx298892	1/18/18	AGBAYANI CONSTRUCTION CORPORATION	CMMNTYCNT R#05	Construction Services	638,400.00	0.00	638,400.00	\$638,400.00
xxx298893	1/18/18	AL CLANCY & ASSOC	CHF17100A	Consultants	75.00	0.00	75.00	\$2,010.00
			CLB17101	Consultants	950.00	0.00	950.00	
			LEL17100	Consultants	350.00	0.00	350.00	
			SME17100	Consultants	635.00	0.00	635.00	
xxx298894	1/18/18	AMERICAN FIDELITY ADMINISTRATIVE SVCS	26976	Professional Services	664.95	0.00	664.95	\$664.95
xxx298895	1/18/18	AMFASOFT CORP	NAR-01	DED Services/Training - Training	3,600.00	0.00	3,600.00	\$3,600.00
xxx298896	1/18/18	ANDERSON PACIFIC ENGINEERING	EMRGNCYFLO W#14	Construction Services	13,992.73	0.00	13,992.73	\$13,992.73
xxx298897	1/18/18	APEX LIFE SCIENCES LLC	LAB550391787	Salaries - Contract Personnel	660.00	0.00	660.00	\$5,311.35
			LAB550391788	Salaries - Contract Personnel	1,248.39	0.00	1,248.39	
			LAB550395775	Salaries - Contract Personnel	1,307.46	0.00	1,307.46	
			LAB550397827	Salaries - Contract Personnel	1,320.00	0.00	1,320.00	
			LAB550397828	Salaries - Contract Personnel	775.50	0.00	775.50	
xxx298898	1/18/18	APPLEONE EMPLOYMENT SERVICES	01-4715370	Contracts/Service Agreements	1,531.50	0.00	1,531.50	\$18,184.83
			01-4715370	Travel Expenses - Mileage	10.10	0.00	10.10	
			01-4715371	Contracts/Service Agreements	7,446.34	0.00	7,446.34	
			01-4715371	Travel Expenses - Mileage	49.11	0.00	49.11	
			01-4722748	Contracts/Service Agreements	1,537.71	0.00	1,537.71	
			01-4722748	Travel Expenses - Mileage	3.89	0.00	3.89	
			1-4722749	Contracts/Service Agreements	7,587.02	0.00	7,587.02	
			1-4722749	Travel Expenses - Mileage	19.16	0.00	19.16	
xxx298902	1/18/18	BMI IMAGING SYSTEMS	307682	Contracts/Service Agreements	2,507.48	0.00	2,507.48	\$2,507.48
xxx298903	1/18/18	BACKFLOW PREVENTION SPECIALISTS INC	6094	Water Backflow Valves	269.00	0.00	269.00	\$269.00
xxx298904	1/18/18	BAY COUNTIES WASTE SERVICES	024459	Recycling Services	48,476.66	0.00	48,476.66	\$48,476.66
xxx298905	1/18/18	BERTRAND FOX ELLIOT OSMAN & WENZEL	28051	Legal Services	487.63	0.00	487.63	\$5,209.05
			28053	Legal Services	2,781.05	0.00	2,781.05	
			28054	Legal Services	1,940.37	0.00	1,940.37	
xxx298906	1/18/18	BIBLIOTHECA ITG LLC	SI0035820-US	Library Periodicals/Databases	3,210.53	0.00	3,210.53	\$3,210.53

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xxx298907	1/18/18	BOUND TREE MEDICAL LLC	82720784	Supplies, First Aid	108.99	0.00	108.99	\$3,193.15
			82722060	Supplies, First Aid	2,775.79	0.00	2,775.79	
			82723208	Supplies, First Aid	308.37	0.00	308.37	
xxx298908	1/18/18	CORT	6210012	Misc Office Equip Rental	433.39	0.00	433.39	\$433.39
xxx298909	1/18/18	CSAC EXCESS INSURANCE AUTHORITY	3966	Insurances - Life/AD&D Insurance	17,035.04	0.00	17,035.04	\$41,910.58
			3966	Insurances - Long Term Disability	24,875.54	0.00	24,875.54	
xxx298910	1/18/18	CSG CONSULTANTS INC	15740	Consultants	825.00	0.00	825.00	\$825.00
xxx298911	1/18/18	CWEA-SCVS	012518JBARAJA S	Training and Conferences	50.00	0.00	50.00	\$50.00
xxx298912	1/18/18	CWEA-SCVS	121217	Training and Conferences	260.00	0.00	260.00	\$260.00
xxx298913	1/18/18	CWS CONSTRUCTION GROUP INC	GOLFBUILDGS #02	Construction Services	201,400.00	0.00	201,400.00	\$201,400.00
xxx298914	1/18/18	CALCON SYSTEMS INC	41411	Equipment Maintenance & Repair Labor	469.00	0.00	469.00	\$469.00
xxx298915	1/18/18	CALIFORNIA DEPARTMENT OF JUSTICE	275743	Software As a Service	1,876.98	0.00	1,876.98	\$1,876.98
xxx298916	1/18/18	CALTEST ANALYTICAL LABORATORY	580541	Water Lab Services	619.75	0.00	619.75	\$619.75
xxx298917	1/18/18	COUNTY OF SANTA CLARA PROBATION DEPT	1800061101	Contracts/Service Agreements	27,113.90	0.00	27,113.90	\$27,113.90
xxx298918	1/18/18	CRITCHFIELD MECHANICAL INC	1622	Facilities Maintenance & Repair Labor	3,800.00	0.00	3,800.00	\$3,800.00
xxx298919	1/18/18	CROP PRODUCTION SERVICES INC	34785204	Materials - Land Improve	1,752.72	0.00	1,752.72	\$1,752.72
xxx298920	1/18/18	CUBE SOLUTIONS	21297	Occupational Health and Safety Services - Ergonomics Equipment	676.16	0.00	676.16	\$1,721.23
			21298	Occupational Health and Safety Services - Ergonomics Equipment	391.80	0.00	391.80	
			21299	Occupational Health and Safety Services - Ergonomics Equipment	653.27	0.00	653.27	
xxx298921	1/18/18	DELL MARKETING LP	10216250220	Computer Hardware	228.01	0.00	228.01	\$228.01
xxx298922	1/18/18	DEPARTMENT OF JUSTICE	275886	Software Licensing & Support	1,200.00	0.00	1,200.00	\$1,200.00
xxx298923	1/18/18	ELESCO	67807	Facilities Maintenance & Repair Labor	712.50	0.00	712.50	\$712.50
xxx298924	1/18/18	EDELMAN CORP	5173	Miscellaneous Services	210.00	0.00	210.00	\$420.00
			5174	Miscellaneous Services	210.00	0.00	210.00	
xxx298925	1/18/18	ELECTRO-MOTION INC	1712203	Facilities Maintenance & Repair Labor	1,069.50	0.00	1,069.50	\$2,139.00
			1712205	Facilities Maintenance & Repair Labor	1,069.50	0.00	1,069.50	
xxx298926	1/18/18	EMERSON NETWORK POWER						\$987.00

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			51016832	Misc Equip Maint & Repair - Labor	987.00	0.00	987.00	
xxx298927	1/18/18	ESPINOZA TREE SERVICE	496	Professional Services	700.00	0.00	700.00	\$700.00
xxx298928	1/18/18	FARMLOAD DISTRIBUTORS INC	1171104437	Materials - Land Improve	1,708.49	0.00	1,708.49	\$2,561.13
			1171201522	Materials - Land Improve	852.64	0.00	852.64	
xxx298929	1/18/18	FEDEX	6-017-97725	Mailing & Delivery Services	10.23	0.00	10.23	\$40.56
			6-025-64818	Mailing & Delivery Services	6.51	0.00	6.51	
			6-025-87174	Mailing & Delivery Services	10.50	0.00	10.50	
			6-025-92960	Mailing & Delivery Services	6.81	0.00	6.81	
			6-042-08999	Mailing & Delivery Services	6.51	0.00	6.51	
xxx298931	1/18/18	FISHER SCIENTIFIC CO LLC	2743776	General Supplies	164.35	0.00	164.35	\$2,159.45
			3913582	General Supplies	427.20	0.00	427.20	
			4532184	General Supplies	1,520.35	0.00	1,520.35	
			4686423	General Supplies	47.55	0.00	47.55	
xxx298932	1/18/18	FLATIRON WEST INC	OMVCLBZBRD G#06	Construction Services	305,477.25	0.00	305,477.25	\$305,477.25
xxx298933	1/18/18	FORENSIC RESOURCE SERVICES	CASE#17-8719	Investigation Expense	920.00	0.00	920.00	\$920.00
xxx298934	1/18/18	FOSTER BROS SECURITY SYSTEMS INC	293907	Facilities Maint & Repair - Labor	110.00	0.00	110.00	\$156.92
			293907	Facilities Maint & Repair - Materials	24.03	0.00	24.03	
			295230	Bldg Maint Matls & Supplies	22.89	0.00	22.89	
xxx298935	1/18/18	GENUENT LLC	256810	Professional Services	3,120.00	0.00	3,120.00	\$3,120.00
xxx298936	1/18/18	GEORGE HILLS CO INC	INV1012761	Liability Claims Adjustor	6,750.00	0.00	6,750.00	\$6,750.00
xxx298937	1/18/18	GLOBAL ACCESS INC	16012	Software As a Service	236.00	0.00	236.00	\$236.00
xxx298938	1/18/18	ICE MACHINE RENTALS	41162	Miscellaneous Services	150.08	0.00	150.08	\$150.08
xxx298939	1/18/18	INTERNATIONAL MANAGEMENT SYSTEMS	8012R	Professional Services	8,800.00	0.00	8,800.00	\$15,500.00
			8035	Professional Services	6,700.00	0.00	6,700.00	
xxx298940	1/18/18	JAKES OF SUNNYVALE	8417	Food Products	103.44	0.00	103.44	\$103.44
xxx298941	1/18/18	KELLY MOORE PAINT CO INC	820-343168	Bldg Maint Matls & Supplies	12.09	0.00	12.09	\$12.09
xxx298942	1/18/18	KENNEDY JENKS CONSULTANTS	118271	HazMat Disposal - Hazardous Waste Disposal	2,241.50	0.00	2,241.50	\$2,241.50
xxx298943	1/18/18	KRYSTAL RUDDY	115	Professional Services	105.00	0.00	105.00	\$105.00
xxx298944	1/18/18	L N CURTIS & SONS INC	INV148187	General Supplies	8,724.36	0.00	8,724.36	\$9,105.86
			INV149137	Clothing, Uniforms & Access	381.50	0.00	381.50	

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xxx298945	1/18/18	LC ACTION POLICE SUPPLY	376332	General Supplies	392.24	0.00	392.24	\$392.24
xxx298946	1/18/18	LED TRAIL	20521	Bldg Maint Matls & Supplies	189.45	0.00	189.45	\$189.45
xxx298947	1/18/18	LTI ELECTRIC INC	2491	Facilities Maint & Repair - Labor	810.00	0.00	810.00	\$852.00
			2491	Facilities Maint & Repair - Materials	42.00	0.00	42.00	
xxx298948	1/18/18	LAW FOUNDATION OF SILICON VALLEY	FH2017/18-2	Contracts/Service Agreements	7,314.21	0.00	7,314.21	\$7,314.21
xxx298949	1/18/18	LEONE & ALBERTS APC	32356	Legal Services	2,479.36	0.00	2,479.36	\$6,544.47
			32357	Legal Services	697.50	0.00	697.50	
			32358	Legal Services	1,451.38	0.00	1,451.38	
			32359	Legal Services	1,916.23	0.00	1,916.23	
xxx298950	1/18/18	LEVEL 3 COMMUNICATIONS LLC	65066940	Telecommunication Services	3,622.18	0.00	3,622.18	\$3,622.18
xxx298951	1/18/18	LIEBERT CASSIDY WHITMORE	1453286	City Training Program	1,118.00	0.00	1,118.00	\$1,118.00
xxx298952	1/18/18	MALLORY SAFETY & SUPPLY LLC	4380137	Inventory Purchase	486.84	0.00	486.84	\$1,350.67
			4380673	Inventory Purchase	721.78	0.00	721.78	
			4382224	Inventory Purchase	142.05	0.00	142.05	
xxx298953	1/18/18	MARK DANAJ	112717-120817	Recruitment Travel Expenses	2,122.19	0.00	2,122.19	\$2,122.19
xxx298954	1/18/18	NEXGEN FACILITIES GROUP LLC	1971	Consultants	4,899.20	0.00	4,899.20	\$4,899.20
xxx298955	1/18/18	OLDCASTLE STORMWATER SOLUTIONS	500015613REV	Construction Services	-85.00	0.00	-85.00	\$85.00
			500018613	Construction Services	85.00	0.00	85.00	
			500019265	Construction Services	85.00	0.00	85.00	
xxx298956	1/18/18	OPTO 22	458748	Software Licensing & Support	406.37	0.00	406.37	\$1,486.97
			458749	Miscellaneous Equipment Parts & Supplies	1,080.60	0.00	1,080.60	
xxx298957	1/18/18	OTIS ELEVATOR COMPANY	SJ15897001	Facilities Maintenance & Repair Labor	469.25	0.00	469.25	\$469.25
xxx298958	1/18/18	OVERHEAD DOOR CO OF SANTA CLARA VALLEY	65222	Bldg Maint Matls & Supplies	32.64	0.00	32.64	\$32.64
xxx298959	1/18/18	P&R PAPER SUPPLY CO INC	30169734-01	Inventory Purchase	81.22	0.00	81.22	\$81.22
xxx298960	1/18/18	PACIFIC COAST TRANE CONTROLS	C21212	Facilities Maintenance & Repair Labor	2,483.00	0.00	2,483.00	\$2,483.00
xxx298961	1/18/18	PACIFIC TIDES CONSULTING LLC	EMO 1-18	Consultants	1,596.00	0.00	1,596.00	\$1,596.00
xxx298962	1/18/18	PACIFIC WEST SECURITY INC	1070756	Facilities Maintenance & Repair Labor	199.00	0.00	199.00	\$199.00
xxx298963	1/18/18	PETERSON POWER SYSTEMS INC	R3224403	Equipment Rental/Lease	12,275.14	0.00	12,275.14	\$19,536.83
			SB240013535	Misc Equip Maint & Repair - Labor	-6,525.50	0.00	-6,525.50	
			SB240013535	Misc Equip Maint & Repair - Materials	-806.50	0.00	-806.50	

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			SW240145451	Misc Equip Maint & Repair - Labor	6,525.50	0.00	6,525.50	
			SW240145451	Misc Equip Maint & Repair - Materials	806.50	0.00	806.50	
			SW240145572	Misc Equip Maint & Repair - Labor	6,459.50	0.00	6,459.50	
			SW240145572	Misc Equip Maint & Repair - Materials	802.19	0.00	802.19	
xxx298964	1/18/18	R E P NUT N BOLT GUY	28570	Inventory Purchase	199.33	0.00	199.33	\$377.08
			28570/2	Inventory Purchase	6.35	0.00	6.35	
			28609	Inventory Purchase	171.40	0.00	171.40	
xxx298965	1/18/18	RANGE SERVANT AMERICA INC	85109	General Supplies	7,864.67	0.00	7,864.67	\$7,864.67
xxx298966	1/18/18	ROGER D HIGDON	2017-15306K	Consultants	823.68	0.00	823.68	\$823.68
xxx298967	1/18/18	SAFEWAY INC	433222-111317	General Supplies	8.54	0.00	8.54	\$28.01
			722444-010818	Food Products	19.47	0.00	19.47	
xxx298968	1/18/18	SAN JOSE CONSERVATION CORPS	6905	Recycling Services	4,166.67	0.00	4,166.67	\$4,166.67
xxx298969	1/18/18	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	H6289293803	Medical Services	300.00	0.00	300.00	\$1,808.00
			H6335727001	Medical Services	1,508.00	0.00	1,508.00	
xxx298970	1/18/18	SECURITY ALERT SYSTEMS OF CALIFORNIA INC	070733	Facilities Maintenance & Repair Labor	158.50	0.00	158.50	\$383.50
			070751	Facilities Maintenance & Repair Labor	225.00	0.00	225.00	
xxx298971	1/18/18	SIERRA PACIFIC TURF SUPPLY INC	0516837-IN	General Supplies	65.03	0.00	65.03	\$65.03
xxx298972	1/18/18	SIMPLEX GRINNELL	79854334	Facilities Maintenance & Repair Labor	958.20	0.00	958.20	\$3,274.59
			79854539	Facilities Maintenance & Repair Labor	742.01	0.00	742.01	
			79854591	Facilities Maintenance & Repair Labor	443.18	0.00	443.18	
			79854592	Facilities Maintenance & Repair Labor	454.30	0.00	454.30	
			79854614	Facilities Maintenance & Repair Labor	286.37	0.00	286.37	
			79854728	Facilities Maintenance & Repair Labor	390.53	0.00	390.53	
xxx298973	1/18/18	SMART & FINAL INC	052838-010518	General Supplies	63.18	0.00	63.18	\$63.18
xxx298974	1/18/18	SMITHGROUPJJR	0127767	Professional Services	90,132.07	0.00	90,132.07	\$90,132.07
xxx298975	1/18/18	SPORTS TURF MANAGEMENT	11684	Professional Services	400.00	0.00	400.00	\$800.00
			11764	Professional Services	400.00	0.00	400.00	
xxx298976	1/18/18	STATCOMM INC	125039	Facilities Maint & Repair - Labor	285.00	0.00	285.00	\$463.76
			125039	Facilities Maint & Repair - Materials	178.76	0.00	178.76	
xxx298977	1/18/18	STUDIO EM GRAPHIC DESIGN	16926	Graphics Services	817.50	0.00	817.50	\$817.50
xxx298978	1/18/18	SUBURBAN PROPANE	25740	Fuel, Oil & Lubricants	506.49	0.00	506.49	\$506.49

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xxx298979	1/18/18	SUNNYVALE BUILDING MAINTENANCE	100031	Professional Services	9,334.70	0.00	9,334.70	\$33,172.14
			100032	Professional Services	23,837.44	0.00	23,837.44	
xxx298980	1/18/18	SUPPLYWORKS	425000411	Inventory Purchase	3,296.94	30.09	3,266.85	\$3,743.83
			425152154	Inventory Purchase	-17.66	0.00	-17.66	
			425180601	Inventory Purchase	282.53	2.59	279.94	
			425180619	Inventory Purchase	21.67	0.20	21.47	
			425356664	Inventory Purchase	195.02	1.79	193.23	
xxx298981	1/18/18	TAYLORMADE GOLF CO	32930044	Inventory Purchase	111.43	0.00	111.43	\$413.07
			32931821	Inventory Purchase	153.90	3.08	150.82	
			32942233	Inventory Purchase	153.90	3.08	150.82	
xxx298982	1/18/18	TOGOS EATERY	538799	Food Products	93.70	0.00	93.70	\$93.70
xxx298983	1/18/18	TRI DIM FILTER CORP	1962009-1	Bldg Maint Matls & Supplies	1,218.82	0.00	1,218.82	\$1,218.82
xxx298984	1/18/18	USDA-APHIS GENERAL	3002595605	Services Maintain Land Improv	1,922.69	0.00	1,922.69	\$1,922.69
xxx298985	1/18/18	UNITED RENTALS	152407998-001	Materials - Land Improve	1,314.81	0.00	1,314.81	\$1,314.81
xxx298986	1/18/18	VWR INTERNATIONAL LLC	8080802202	General Supplies	63.55	0.00	63.55	\$2,382.22
			8080929023	General Supplies	2,017.76	0.00	2,017.76	
			8080932810	General Supplies	54.81	0.00	54.81	
			8080949261	General Supplies	75.67	0.00	75.67	
			8080965024	General Supplies	170.43	0.00	170.43	
xxx298987	1/18/18	VERIZON WIRELESS	9797752954	Utilities - Mobile Phones - City Mobile Phones	186.45	0.00	186.45	\$186.45
xxx298988	1/18/18	VISTA ANALYTICAL LABORATORY INC	42404	Water Lab Services	975.00	0.00	975.00	\$975.00
xxx298989	1/18/18	WHCI PLUMBING SUPPLY	S2270357.001	Bldg Maint Matls & Supplies	314.87	0.00	314.87	\$366.07
			S2274083.001	Bldg Maint Matls & Supplies	51.20	0.00	51.20	
xxx298990	1/18/18	WEATHERSHIELD ROOF SYSTEMS INC	9043	Facilities Maintenance & Repair Labor	2,283.50	0.00	2,283.50	\$2,283.50
xxx298991	1/18/18	WECK LABORATORIES INC	W7K1009	Water Lab Services	355.48	0.00	355.48	\$726.41
			W8A0020	Water Lab Services	370.93	0.00	370.93	
xxx298992	1/18/18	WILSON SPORTING GOODS CO	4523809799	Cost of Merchandise Sold	237.44	0.00	237.44	\$326.48
			4524083407	Cost of Merchandise Sold	89.04	0.00	89.04	
xxx298993	1/18/18	YAMAHA MOTOR FINANCE CORP USA	624772	Equipment Rental/Lease	5,973.20	0.00	5,973.20	\$5,973.20
xxx298994	1/18/18	ITEAM RESOURCES INC	122645	Software Licensing & Support	1,100.00	0.00	1,100.00	\$1,100.00
xxx298995	1/18/18	WAITER.COM INC						\$174.62

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			10109698209	Food Products	174.62	0.00	174.62	
xxx298996	1/18/18	AKARSHA KUMAR	01202018	Special Events	1,400.00	0.00	1,400.00	\$1,400.00
xxx298997	1/18/18	PACIFIC GAS & ELECTRIC CO	05225890201217	Utilities - Gas	329.48	0.00	329.48	\$7,624.16
			05225892761217	Utilities - Electric	1,631.55	0.00	1,631.55	
			05225894561217	Utilities - Electric	859.48	0.00	859.48	
			100023460118	Utilities - Electric	1,328.35	0.00	1,328.35	
			43142590151217	Utilities - Gas	7.85	0.00	7.85	
			43142590251217	Utilities - Gas	54.43	0.00	54.43	
			43142590301217	Utilities - Gas	52.11	0.00	52.11	
			43142591281217	Utilities - Electric	445.32	0.00	445.32	
			43142597201217	Utilities - Electric	678.92	0.00	678.92	
			43142597641217	Utilities - Electric	1,277.61	0.00	1,277.61	
			43142599651217	Utilities - Electric	620.15	0.00	620.15	
			97306197491217	Utilities - Electric	6.41	0.00	6.41	
			97322830181217	Utilities - Electric	205.35	0.00	205.35	
			97322834741217	Utilities - Electric	20.47	0.00	20.47	
			97386482121217	Utilities - Electric	106.68	0.00	106.68	
xxx298999	1/18/18	TREASURE ISLAND JOB CORPS	1-8D-SV	Food Products	455.00	0.00	455.00	\$525.00
			1-8-SV	Food Products	70.00	0.00	70.00	
xxx299000	1/18/18	UNITED STATES POSTAL SERVICE	P#584-011718	Postage	11,280.82	0.00	11,280.82	\$11,280.82
xxx299001	1/18/18	DT AUTO SERVICES INC	BL052467-2018	Business License Tax	123.88	0.00	123.88	\$123.88
xxx299002	1/18/18	SABRINA DONG	163987-12710	Refund Utility Account Credit	89.56	0.00	89.56	\$89.56
Grand Total Payment Amount								<u>\$2,441,156.00</u>



City of Sunnyvale

Agenda Item

18-0074

Agenda Date: 2/6/2018

REPORT TO COUNCIL

SUBJECT

Receive and File the City of Sunnyvale Investment Report - 4th Quarter 2017

REPORT IN BRIEF

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.

Funds for the City's Deferred Compensation Plan, the City's Retirement Plan, Other Post-Employment Benefits (OPEB) 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 structured to include different types of investments, issuers, and maturity dates. Diversification is required to minimize potential exposure to credit risk from bond issuers in case of default and market risk that affects the overall performance of financial markets.

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 2017/18 was reviewed and adopted at the October 3, 2017 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 it changes gradually if a premium or discount is amortized. The 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 market place; however, the City rarely experiences market gains or losses as most investments are held to maturity. Some bonds have a call provision and may be called prior to maturity in which case the City will recognize a gain or loss at that time.

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. The current portfolio market value is \$422,831,563 with an average investment return of 1.33 percent. The value of the portfolio is higher primarily resulting from development related activity such as park impact fees, housing impact fees, community benefits, building and planning fees and increased utility enterprise fund revenues and higher property tax revenues. While yields on allowable investments continue to be low, returns are gradually trending up and are higher compared to the same quarter a year ago. Although interest rates on money market instruments are historically low, continuing to hold investments with short-term maturity provide flexibility to reinvest funds at a higher rate in near future when interest rates are expected to be higher than current rates. The Federal Reserve Bank raised the Federal Funds Rate by 25 basis points on December 13, 2017 to 1.50 percent and has indicated its expectations to raise interest rates three times in 2018. As interest rates rise higher, the City portfolio will continue to increase holding investments with longer maturity durations.

Short term investments are placed 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 1.30 percent.

FISCAL IMPACT

Period 7 ends in the Fourth Quarter for calendar year 2017. Interest earnings for FY2017/18 as of Period 7 totaled \$2,515,962.

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 2017/18 - Fourth Quarter 2017 (Period 7) Investment Report.

Prepared by: Inderdeep Dhillon, Finance Manager

Reviewed by: Timothy J. Kirby, Director, Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. City of Sunnyvale Portfolio Evaluation Period 7 FY 2017/18



Sunnyvale

Memorandum

ATTACHMENT I

Date: 1/16/2018
To: Honorable Mayor and Councilmembers
From: Timothy J. Kirby, Director of Finance
Subject: Portfolio Evaluation Period 7 FY 2017/2018

Pursuant to the California Government Code Section 53646, 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 Section 53607, and that sufficient funds are available to meet expenditure requirements for the next 6 months, ending July 2018.

Timothy J. Kirby, Director of Finance

cc: Kent Steffens, City Manager
Teri Silva, Assistant City Manager

PORTFOLIO EVALUATION - PERIOD 7 FY 2017/2018 (12/03/2017 - 12/30/2017)

DESCRIPTION	DOLLAR AMOUNT	FY 17/18 PERIOD 7 (12/03/17 - 12/30/17)	FY 17/18 PERIOD 6 (11/05/17 - 12/02/17)	FY 16/17 PERIOD 7 (12/04/16- 12/31/16)
TOTAL PORTFOLIO MARKET VALUE		\$422,831,562.52	\$412,701,010.02	\$345,195,800.76
AVERAGE LIFE OF PORTFOLIO (DAYS)		339	346	376
CITY - WEIGHTED YIELD (Current Period)		1.33%	1.28%	1.03%
STATE POOL YIELD		1.24%	1.18%	0.72%
90 DAY T-BILL RATE (Current Period)		1.33%	1.24%	0.50%
VARIANCE FROM CITY YIELD		0.00%	0.04%	0.53%
1 YEAR TREASURY RATE (Current Period)		1.75%	1.57%	0.87%
VARIANCE FROM CITY YIELD		-0.42%	-0.29%	0.16%
TREASURY YIELD WITH SAME AVG LIFE AS PORTFOLIO		1.75%	1.52%	0.96%
VARIANCE FROM CITY YIELD		-0.42%	-0.24%	0.07%
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TOTAL INVESTMENTS MATURING WITHIN 0 TO 1 YEAR	\$251,464,664.78	59.47%	58.70%	49.26%
TOTAL INVESTMENTS MATURING WITHIN 1 TO 3 YEARS	\$166,371,422.74	39.35%	40.09%	50.74%
TOTAL INVESTMENTS MATURING WITHIN 3 TO 5 YEARS	\$4,995,475.00	1.18%	1.21%	0.00%
TOTAL INVESTMENTS MATURING OVER 5 YEARS **	\$0.00	0.00%	0.00%	0.00%
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TOTAL	\$422,831,562.52	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
December 3, 2017 through December 30, 2017

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts - LAIF	64,766,647.94	64,766,647.94	64,766,647.94	15.25	1	1	1.223	1.240
Medium Term Notes	75,999,000.00	76,579,404.64	76,992,301.73	18.13	902	448	1.440	1.460
Federal Agency Issues - Coupon	135,929,000.00	135,828,759.73	136,252,769.35	32.09	929	282	1.200	1.216
Treasury Securities - Coupon	77,000,000.00	76,625,895.00	77,172,466.66	18.18	846	455	1.185	1.201
Supranational - Coupon	33,000,000.00	32,832,569.00	33,076,406.43	7.79	828	625	1.591	1.613
Municipal Bonds	21,905,000.00	22,320,739.55	22,438,101.50	5.28	833	581	1.565	1.587
Commercial Paper Disc. -Amortizing	14,000,000.00	13,877,546.66	13,891,039.72	3.27	187	164	1.629	1.652
	422,599,647.94	422,831,562.52	424,589,733.33	100.00%	730	339	1.308	1.326

Cash and Accrued Interest								
Accrued Interest at Purchase		134,420.30	134,420.30					
Subtotal		134,420.30	134,420.30					
Total Cash and Investments	422,599,647.94	422,965,982.82	424,724,153.63		730	339	1.308	1.326

Total Earnings	December 30 Month Ending	Fiscal Year To Date
Current Year	421,008.09	2,515,961.64

Allowable Policy Limits:

Managed Pool -LAIF	20%
Supranationals	30%
Medium Term Notes	30%
Federal Agencies	100%
Treasuries	100%
Municipal Bonds	100%
Commercial Paper	15%

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Reporting period 12/03/2017-12/30/2017

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CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts - LAIF											
SYS90-119	90-119	STATEPOOL		64,766,647.94	64,766,647.94	64,766,647.94	1.240		1.240	1	
Subtotal and Average				64,766,647.94	64,766,647.94	64,766,647.94			1.240	1	
Medium Term Notes											
037833BQ2	16-024	Apple Inc	06/09/2016	3,000,000.00	2,992,950.00	3,016,410.43	1.700		1.211	418	02/22/2019
037833AJ9	17-003	Apple Inc	09/19/2016	1,188,000.00	1,185,063.26	1,188,141.46	1.000		0.964	123	05/03/2018
037833AQ3	17-015	Apple Inc	12/19/2016	3,000,000.00	3,006,888.00	3,013,887.86	2.100		1.747	491	05/06/2019
037833AR1	17-060	Apple Inc	06/30/2017	3,000,000.00	3,048,129.00	3,080,333.33	2.850		2.014	1,222	05/06/2021
06406HCU1	17-013	Bank of New York Mellon Corp	12/07/2016	2,000,000.00	2,002,664.00	2,010,588.93	2.200		1.804	500	05/15/2019
084664CE9	17-005	Berkshire Hathaway	09/19/2016	1,250,000.00	1,249,168.75	1,251,093.75	1.450		0.983	66	03/07/2018
084664CG4	17-026	Berkshire Hathaway	02/01/2017	1,895,000.00	1,888,871.57	1,897,518.96	1.700		1.587	439	03/15/2019
17325FAA6	17-045	Citibank	04/25/2017	3,000,000.00	2,994,210.00	3,010,286.06	2.000		1.713	444	03/20/2019
19416QED8	17-001	Colgate Palmolive Co	09/16/2016	2,355,000.00	2,348,302.38	2,364,521.59	1.500		1.008	305	11/01/2018
17275RBG6	17-053	Cisco Systems Inc	05/30/2017	4,000,000.00	3,958,272.00	3,987,083.04	1.400		1.592	628	09/20/2019
36962G3U6	17-008	GENERAL ELECTRIC	10/11/2016	2,000,000.00	2,023,862.00	2,029,824.29	5.625		1.100	121	05/01/2018
36962G4D3	17-055	GENERAL ELECTRIC	05/31/2017	1,000,000.00	1,059,591.00	1,068,632.92	6.000		1.616	584	08/07/2019
36962G4R2	17-061	GENERAL ELECTRIC	06/30/2017	2,000,000.00	2,100,854.00	2,131,237.02	4.375		1.867	990	09/16/2020
40428HPU0	17-002	HSBC USA Inc	09/19/2016	3,000,000.00	3,000,414.00	3,005,842.51	2.000		1.669	219	08/07/2018
459200HK0	16-014	IBM	01/08/2016	3,000,000.00	2,998,188.00	2,999,829.80	1.250		1.306	39	02/08/2018
459200HT1	16-029	IBM	06/16/2016	1,620,000.00	1,621,981.26	1,637,001.56	1.950		0.993	408	02/12/2019
459200AG6	17-010	IBM	11/04/2016	3,000,000.00	3,334,878.00	3,375,262.40	8.375		1.386	670	11/01/2019
478160AU8	16-005	Johnson and Johnson	08/04/2015	4,000,000.00	4,074,264.00	4,078,909.18	5.150		1.400	196	07/15/2018
594918BF0	16-020	Microsoft Corp	05/09/2016	4,000,000.00	3,985,744.00	4,013,633.91	1.300		0.888	307	11/03/2018
594918AH7	17-042	Microsoft Corp	04/20/2017	3,817,000.00	3,904,512.36	3,945,133.09	3.000		1.737	1,005	10/01/2020
594918BP8	17-059	Microsoft Corp	06/30/2017	2,000,000.00	1,947,346.00	1,971,041.27	1.550		1.970	1,316	08/08/2021
89236TCP8	16-012	TOYOTA	10/16/2015	2,194,000.00	2,190,307.50	2,195,950.46	1.550		1.379	194	07/13/2018
89236TCP8	16-021	TOYOTA	05/09/2016	2,680,000.00	2,675,489.56	2,687,213.03	1.550		1.038	194	07/13/2018
89236TCX1	17-004	TOYOTA	09/19/2016	2,000,000.00	1,997,004.00	2,000,740.22	1.200		1.058	96	04/06/2018
89236TCA1	17-030	TOYOTA	02/21/2017	3,000,000.00	2,999,703.00	3,000,224.11	1.450		1.203	12	01/12/2018
904764AV9	18-019	Unilver Capital Corp	12/21/2017	2,000,000.00	1,985,268.00	1,987,725.43	1.800		2.069	856	05/05/2020
90331HML4	17-056	US Bank	05/31/2017	3,000,000.00	3,001,092.00	3,021,665.09	2.125		1.719	666	10/28/2019
94974BFG0	15-017	Wells Fargo Corp	06/03/2015	4,000,000.00	3,999,572.00	4,000,381.76	1.500		1.521	16	01/16/2018
94974BFQ8	16-025	Wells Fargo Corp	06/09/2016	3,000,000.00	3,004,815.00	3,022,188.27	2.150		1.422	380	01/15/2019
Subtotal and Average				75,999,000.00	76,579,404.64	76,992,301.73			1.460	448	

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CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Federal Agency Issues - Coupon											
3133EDG89	14-018	FEDERAL FARM CREDIT BANK	03/03/2014	4,000,000.00	3,998,280.00	4,000,000.00	1.250		1.250	93	04/03/2018
3133EETE0	15-014	FEDERAL FARM CREDIT BANK	05/15/2015	4,000,000.00	3,999,008.00	4,001,424.19	1.125		0.942	71	03/12/2018
3133EEQM5	15-015	FEDERAL FARM CREDIT BANK	05/21/2015	4,000,000.00	3,998,924.00	4,000,755.07	1.110		0.969	51	02/20/2018
3133EEP95	15-018	FEDERAL FARM CREDIT BANK	06/08/2015	4,000,000.00	3,992,868.00	3,998,691.52	1.100		1.180	152	06/01/2018
3133EE2F6	16-006	FEDERAL FARM CREDIT BANK	08/14/2015	4,000,000.00	3,993,060.00	4,002,126.48	1.220		1.108	176	06/25/2018
3133EE6G0	16-009	FEDERAL FARM CREDIT BANK	08/28/2015	4,000,000.00	3,988,384.00	4,001,918.34	1.150		1.068	218	08/06/2018
3133EFYS0	16-030	FEDERAL FARM CREDIT BANK	06/21/2016	3,000,000.00	2,968,656.00	3,002,886.84	1.150		1.064	418	02/22/2019
3133EGML6	17-024	FEDERAL FARM CREDIT BANK	01/30/2017	3,400,000.00	3,383,873.80	3,393,784.05	0.750		1.088	199	07/18/2018
3133EF3B1	17-036	FEDERAL FARM CREDIT BANK	03/16/2017	3,000,000.00	2,993,466.00	2,996,790.00	0.750		1.113	108	04/18/2018
313378A43	15-019	FEDERAL HOME LOAN BANK	06/08/2015	4,000,000.00	4,000,288.00	4,001,935.02	1.375		1.114	68	03/09/2018
3130A5UU1	16-004	FEDERAL HOME LOAN BANK	07/31/2015	4,000,000.00	3,991,704.00	3,999,352.31	1.050		1.088	150	05/30/2018
3130A6AE7	16-010	FEDERAL HOME LOAN BANK	09/01/2015	4,000,000.00	3,983,076.00	3,998,148.22	1.125		1.192	257	09/14/2018
3130A7HA6	16-023	FEDERAL HOME LOAN BANK	05/25/2016	2,900,000.00	2,881,326.90	2,900,277.41	1.170		1.160	362	12/28/2018
3130A8BD4	16-027	FEDERAL HOME LOAN BANK	06/09/2016	4,000,000.00	3,985,180.00	4,000,196.38	0.875		0.865	180	06/29/2018
3130A9LV1	17-006	FEDERAL HOME LOAN BANK	10/06/2016	3,000,000.00	2,983,695.00	2,998,877.64	0.900		0.951	270	09/27/2018
3130AAP77	17-022	FEDERAL HOME LOAN BANK	01/23/2017	5,500,000.00	5,498,790.00	5,499,798.33	0.750		0.810	23	01/23/2018
313379DT3	17-037	FEDERAL HOME LOAN BANK	03/28/2017	3,000,000.00	2,995,773.00	3,001,500.63	1.250		1.134	159	06/08/2018
3133X8AS1	17-047	FEDERAL HOME LOAN BANK	05/02/2017	4,000,000.00	4,205,556.00	4,235,303.04	5.125		1.425	592	08/15/2019
3130A8Y72	18-009	FEDERAL HOME LOAN BANK	11/08/2017	3,000,000.00	2,951,217.00	2,964,296.65	0.875		1.635	582	08/05/2019
3130A0JR2	18-012	FEDERAL HOME LOAN BANK	11/29/2017	4,000,000.00	4,032,308.00	4,042,732.10	2.375		1.814	712	12/13/2019
3130A0JR2	18-014	FEDERAL HOME LOAN BANK	12/05/2017	3,000,000.00	3,024,231.00	3,028,783.93	2.375		1.871	712	12/13/2019
3137EADN6	15-006	FEDERAL HOME LOAN MORT CORP	12/04/2014	4,000,000.00	3,999,344.00	3,999,569.84	0.750		1.109	12	01/12/2018
3134G8S26	16-018	FEDERAL HOME LOAN MORT CORP	04/20/2016	3,000,000.00	2,985,039.00	3,003,042.61	1.250		1.146	362	12/28/2018
3137EADP1	17-025	FEDERAL HOME LOAN MORT CORP	01/31/2017	3,000,000.00	2,997,405.00	2,999,780.00	0.875		0.915	66	03/07/2018
3134G8L98	17-032	FEDERAL HOME LOAN MORT CORP	03/01/2017	2,000,000.00	1,999,062.00	2,000,000.00	1.050		1.050	57	02/26/2018
3137EAE5	18-008	FEDERAL HOME LOAN MORT CORP	10/23/2017	5,000,000.00	4,952,690.00	4,982,606.97	1.500		1.674	747	01/17/2020
3135G0TG8	15-016	FEDERAL NATL MORTGAGE ASSN	05/21/2015	4,000,000.00	3,998,072.00	3,999,780.35	0.875		0.929	39	02/08/2018
3135G0WJ8	16-003	FEDERAL NATL MORTGAGE ASSN	07/10/2015	4,000,000.00	3,989,500.00	3,998,424.83	0.875		0.978	141	05/21/2018
3135G0YT4	16-019	FEDERAL NATL MORTGAGE ASSN	05/04/2016	4,000,000.00	3,993,688.00	4,026,560.35	1.625		0.882	331	11/27/2018
3135G0H63	17-023	FEDERAL NATL MORTGAGE ASSN	01/26/2017	5,500,000.00	5,475,404.00	5,505,424.43	1.375		1.282	393	01/28/2019
3135G0XK4	17-033	FEDERAL NATL MORTGAGE ASSN	03/01/2017	1,000,000.00	997,960.00	1,000,000.00	1.050		1.050	145	05/25/2018
3136G3MN2	18-003	FEDERAL NATL MORTGAGE ASSN	09/21/2017	4,000,000.00	3,980,216.00	4,005,472.11	1.500		1.400	509	05/24/2019
3135G0T60	18-005	FEDERAL NATL MORTGAGE ASSN	10/04/2017	4,000,000.00	3,950,520.00	3,985,004.33	1.500		1.649	942	07/30/2020
880591EQ1	14-015	TENNESSEE VALLEY AUTHORITY	01/21/2014	4,000,000.00	4,000,528.00	4,001,954.67	1.750		1.685	288	10/15/2018
880591EQ1	14-019	TENNESSEE VALLEY AUTHORITY	03/06/2014	3,966,000.00	3,966,523.51	3,971,173.44	1.750		1.578	288	10/15/2018
880591EC2	14-020	TENNESSEE VALLEY AUTHORITY	03/13/2014	4,000,000.00	4,029,792.00	4,029,728.40	4.500		1.429	91	04/01/2018

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CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Federal Agency Issues - Coupon											
880591EQ1	16-001	TENNESSEE VALLEY AUTHORITY	07/08/2015	2,663,000.00	2,663,351.52	2,674,668.87	1.750		1.182	288	10/15/2018
Subtotal and Average				135,929,000.00	135,828,759.73	136,252,769.35			1.216	282	
Treasury Securities - Coupon											
912828VQ0	16-007	UNITED STATE TREASURY	08/19/2015	4,000,000.00	3,994,688.00	4,007,443.13	1.375		1.048	212	07/31/2018
912828RE2	16-008	UNITED STATE TREASURY	08/21/2015	4,000,000.00	3,995,000.00	4,012,611.39	1.500		1.017	243	08/31/2018
912828L40	16-011	UNITED STATE TREASURY	10/15/2015	3,000,000.00	2,985,468.00	3,003,743.84	1.000		0.821	258	09/15/2018
912828RY8	16-017	UNITED STATE TREASURY	04/20/2016	3,000,000.00	2,986,758.00	3,015,111.83	1.375		0.863	365	12/31/2018
912828N63	16-026	UNITED STATE TREASURY	06/08/2016	4,000,000.00	3,970,936.00	4,010,484.96	1.125		0.869	380	01/15/2019
912828L40	17-007	UNITED STATE TREASURY	10/06/2016	2,000,000.00	1,990,312.00	2,002,018.47	1.000		0.856	258	09/15/2018
912828UB4	17-009	UNITED STATE TREASURY	11/02/2016	4,000,000.00	3,934,220.00	4,000,000.00	1.000		1.000	699	11/30/2019
912828SN1	17-011	UNITED STATE TREASURY	12/02/2016	3,000,000.00	2,987,460.00	3,009,420.55	1.500		1.244	455	03/31/2019
912828WL0	17-014	UNITED STATE TREASURY	12/15/2016	3,000,000.00	2,985,000.00	3,004,718.86	1.500		1.386	516	05/31/2019
912828D23	17-017	UNITED STATE TREASURY	12/20/2016	3,000,000.00	2,990,742.00	3,010,429.83	1.625		1.358	485	04/30/2019
912828C65	17-019	UNITED STATE TREASURY	01/04/2017	3,000,000.00	2,991,210.00	3,012,545.96	1.625		1.283	455	03/31/2019
912828D23	17-020	UNITED STATE TREASURY	01/05/2017	4,000,000.00	3,987,656.00	4,016,860.21	1.625		1.302	485	04/30/2019
912828C24	17-021	UNITED STATE TREASURY	01/10/2017	3,000,000.00	2,988,048.00	3,008,929.72	1.500		1.239	424	02/28/2019
912828WS5	17-027	UNITED STATE TREASURY	02/02/2017	3,000,000.00	2,989,569.00	3,012,024.40	1.625		1.352	546	06/30/2019
912828VE7	17-028	UNITED STATE TREASURY	02/09/2017	3,000,000.00	2,993,907.00	3,000,743.50	1.000		0.939	151	05/31/2018
912828A34	17-040	UNITED STATE TREASURY	04/07/2017	3,000,000.00	2,985,351.00	3,001,081.89	1.250		1.210	334	11/30/2018
912828WS5	17-043	UNITED STATE TREASURY	04/20/2017	3,000,000.00	2,989,569.00	3,017,413.98	1.625		1.231	546	06/30/2019
912828VW6	17-048	UNITED STATE TREASURY	05/02/2017	4,000,000.00	3,985,312.00	4,018,910.82	1.625		1.320	577	07/31/2019
912828F39	17-051	UNITED STATE TREASURY	05/19/2017	4,000,000.00	3,990,936.00	4,030,460.07	1.750		1.306	638	09/30/2019
912828RE2	17-058	UNITED STATE TREASURY	06/16/2017	4,000,000.00	3,995,000.00	4,005,730.61	1.500		1.282	243	08/31/2018
912828T6	18-001	UNITED STATE TREASURY	09/01/2017	3,000,000.00	2,969,415.00	2,996,383.74	1.250		1.324	608	08/31/2019
912828H52	18-007	UNITED STATE TREASURY	10/23/2017	3,000,000.00	2,960,274.00	2,978,572.81	1.250		1.600	761	01/31/2020
912828G95	18-010	UNITED STATE TREASURY	11/09/2017	4,000,000.00	3,979,064.00	3,996,826.09	1.625		1.665	730	12/31/2019
Subtotal and Average				77,000,000.00	76,625,895.00	77,172,466.66			1.201	455	
Supranational - Coupon											
4581X0CD8	17-050	Interamerican Development Bank	05/09/2017	4,000,000.00	4,003,380.00	4,040,010.41	2.125		1.762	1,044	11/09/2020
4581X0BY3	17-052	Interamerican Development Bank	05/24/2017	4,000,000.00	3,942,144.00	3,979,544.78	1.125		1.432	620	09/12/2019
4581X0CH9	18-006	Interamerican Development Bank	10/05/2017	4,000,000.00	3,981,536.00	4,010,092.27	1.750		1.829	653	10/15/2019
4581X0AZ1	18-020	Interamerican Development Bank	12/21/2017	3,000,000.00	3,050,493.00	3,052,722.63	4.250		1.680	253	09/10/2018
45905UUN2	16-022	International Bank Recon & Dev	05/10/2016	3,000,000.00	2,984,760.00	3,008,290.63	1.270		0.928	299	10/26/2018
45905UZJ6	17-046	International Bank Recon & Dev	04/25/2017	4,000,000.00	3,941,296.00	3,981,542.67	1.300		1.560	663	10/25/2019

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CITY OF SUNNYVALE
Portfolio Management
Portfolio Details - Investments
December 30, 2017

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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
Supranational - Coupon											
45905UJ6	17-049	International Bank Recon & Dev	05/05/2017	3,000,000.00	2,955,972.00	2,985,053.53	1.300		1.581	663	10/25/2019
459058DW0	18-015	International Bank Recon & Dev	12/06/2017	4,000,000.00	3,991,312.00	3,997,883.21	1.876		1.906	645	10/07/2019
45950KCD0	17-057	International Finance Corp.	05/31/2017	4,000,000.00	3,981,676.00	4,021,266.30	1.750		1.673	624	09/16/2019
Subtotal and Average				33,000,000.00	32,832,569.00	33,076,406.43			1.613	625	
Municipal Bonds											
03667PFG2	17-039	Antelope VLY Community College	03/30/2017	750,000.00	748,365.00	750,602.49	1.420		1.279	213	08/01/2018
13063A7G3	17-044	State of California	04/21/2017	3,000,000.00	3,215,250.00	3,239,707.84	6.200		1.530	639	10/01/2019
13063A7G3	17-054	State of California	05/31/2017	2,690,000.00	2,883,007.50	2,899,214.75	6.200		1.650	639	10/01/2019
13063DDE5	18-013	State of California	11/30/2017	4,000,000.00	4,019,560.00	4,035,062.10	2.300		1.971	1,005	10/01/2020
13034PYF8	18-004	California Housing Fin Agency	09/22/2017	1,385,000.00	1,381,122.00	1,394,428.56	1.938		1.658	578	08/01/2019
190335JC4	17-038	Coast Community College	03/29/2017	500,000.00	499,100.00	500,472.72	1.425		1.259	213	08/01/2018
53301TAV3	17-018	City of Lincoln Redev Agency	12/29/2016	705,000.00	697,428.30	703,829.12	2.000		2.101	623	09/15/2019
611583CN3	17-034	Monrovia Redevelopment Agency	03/09/2017	200,000.00	199,562.00	200,131.07	1.600		1.402	121	05/01/2018
702282ND2	18-002	Pasadena School District	09/06/2017	1,000,000.00	1,000,470.00	1,003,874.70	1.861		2.087	305	11/01/2018
798170AC0	18-018	San Jose Successor RDA	12/21/2017	1,000,000.00	1,004,990.00	1,006,470.43	2.000		1.743	944	08/01/2020
799054GP0	16-016	San Mateo County Transit Dist	04/06/2016	3,400,000.00	3,396,192.00	3,405,810.71	1.416		1.000	152	06/01/2018
91412GTA3	17-012	University of California	12/06/2016	1,000,000.00	1,008,860.00	1,013,622.94	2.566		1.550	500	05/15/2019
91412GSB2	17-041	University of California	04/11/2017	2,275,000.00	2,266,832.75	2,284,874.07	1.796		1.500	547	07/01/2019
Subtotal and Average				21,905,000.00	22,320,739.55	22,438,101.50			1.587	581	
Commercial Paper Disc. -Amortizing											
46640QGG0	18-016	JP Morgan Securities	12/15/2017	3,000,000.00	2,969,475.00	2,971,599.17	1.730		1.792	197	07/16/2018
46640QJB8	18-017	JP Morgan Securities	12/15/2017	5,000,000.00	4,930,937.50	4,936,147.22	1.810		1.880	254	09/11/2018
62478YCM8	18-011	MUFG Union Bank	11/09/2017	3,000,000.00	2,986,880.83	2,991,333.33	1.300		1.324	80	03/21/2018
79583TC86	18-021	Salvation Army	12/21/2017	3,000,000.00	2,990,253.33	2,991,960.00	1.440		1.465	67	03/08/2018
Subtotal and Average				14,000,000.00	13,877,546.66	13,891,039.72			1.652	164	
Total and Average				422,599,647.94	422,831,562.52	424,589,733.33			1.326	339	

Portfolio CITY
AP
PM (PRF_PM2) 7.3.0

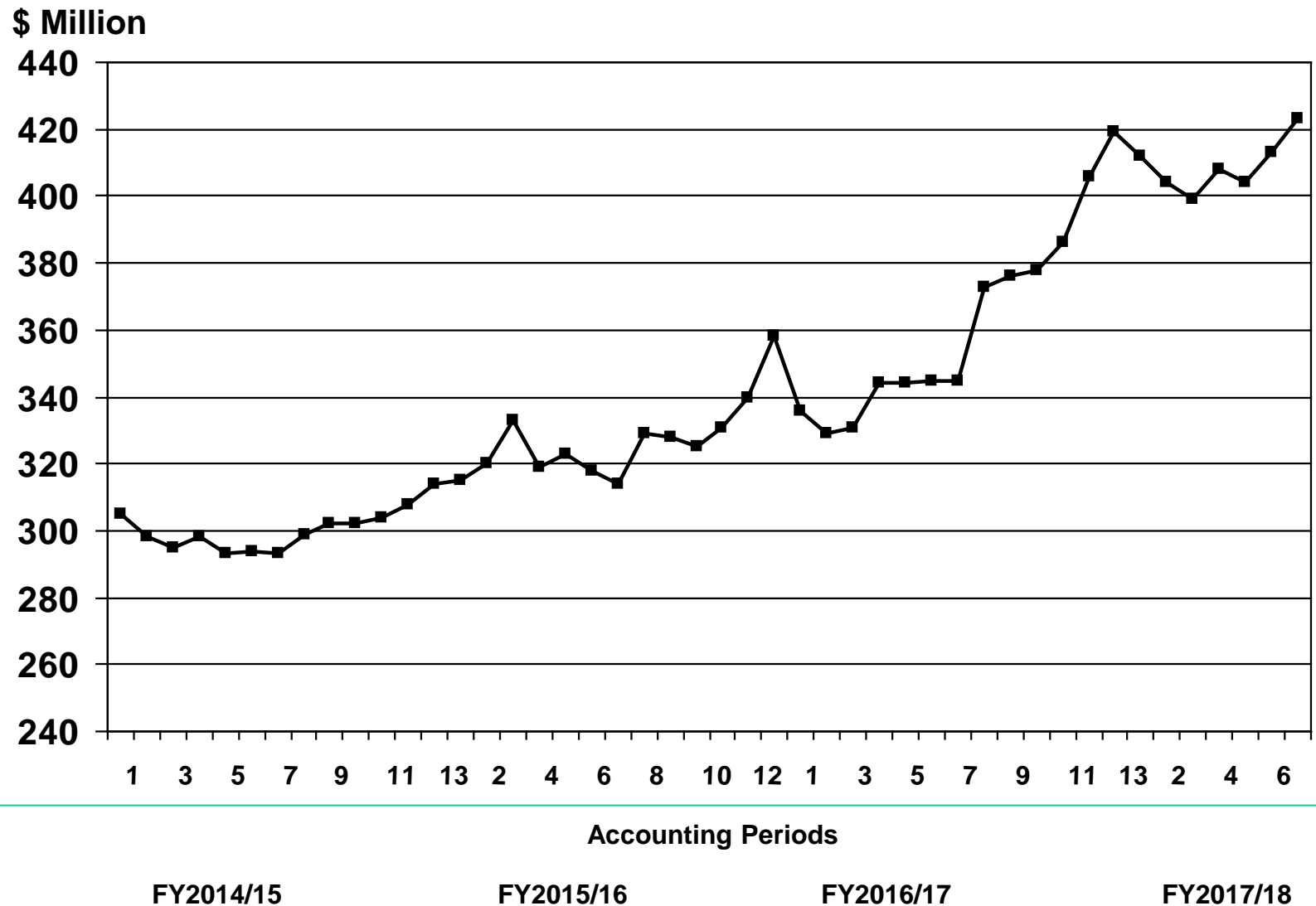
CITY OF SUNNYVALE
Portfolio Management
Activity By Type
December 3, 2017 through December 30, 2017

Page 1

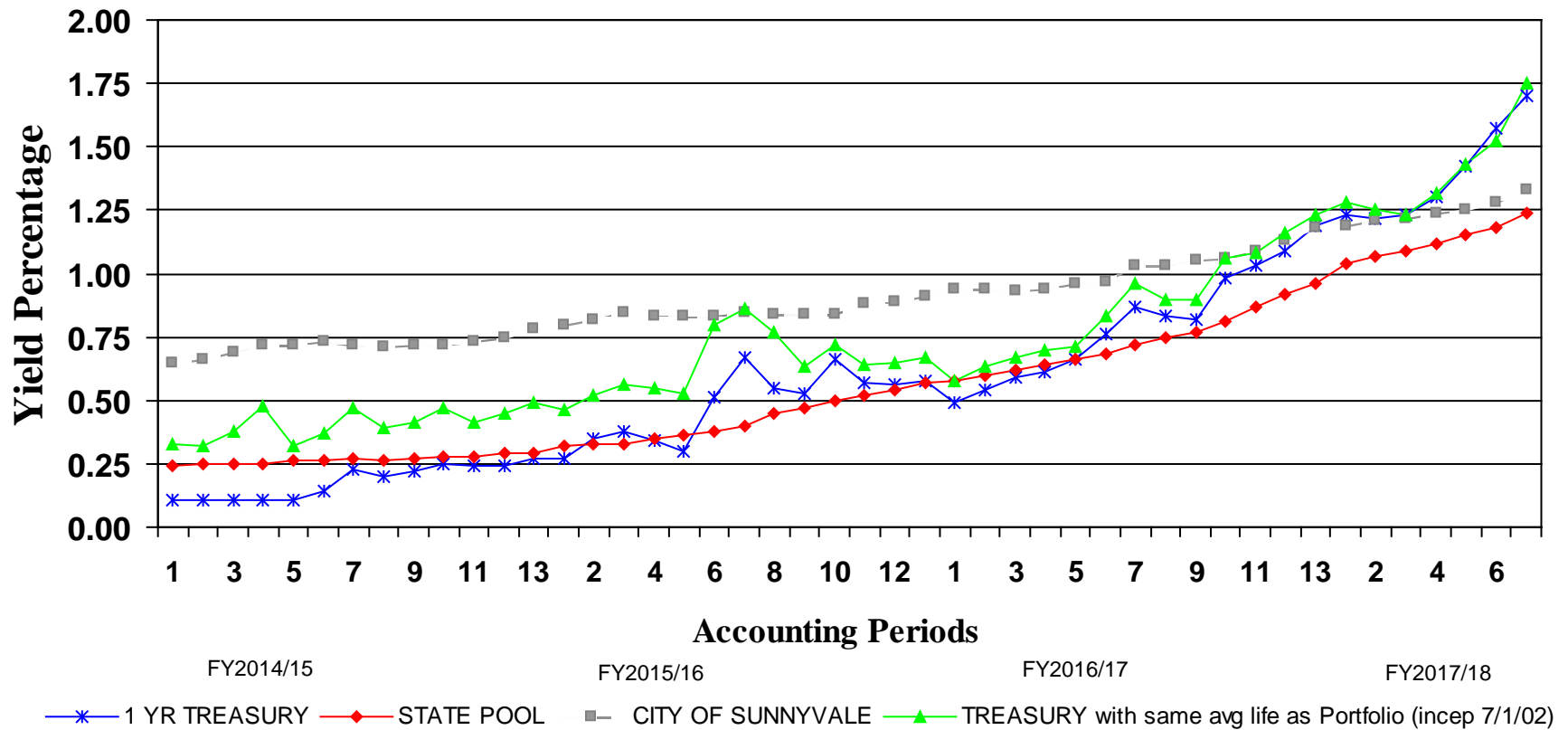
CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Managed Pool Accounts - LAIF (Monthly Summary)							
SYS90-119	90-119	STATEPOOL	1.240		5,000,000.00	5,000,000.00	
		Subtotal			5,000,000.00	5,000,000.00	64,766,647.94
Medium Term Notes							
369604BC6	15-008	GENERAL ELECTRIC	5.250	12/06/2017	0.00	4,000,000.00	
904764AV9	18-019	Unilver Capital Corp	1.800	12/21/2017	1,987,580.00	0.00	
		Subtotal			1,987,580.00	4,000,000.00	76,992,301.73
Federal Agency Issues - Coupon							
3130A0JR2	18-014	FEDERAL HOME LOAN BANK	2.375	12/05/2017	3,029,850.00	0.00	
3135G0RT2	17-029	FEDERAL NATL MORTGAGE ASSN	0.875	12/20/2017	0.00	4,000,000.00	
880591CU4	15-005	TENNESSEE VALLEY AUTHORITY	6.250	12/15/2017	0.00	4,000,000.00	
880591CU4	16-002	TENNESSEE VALLEY AUTHORITY	6.250	12/15/2017	0.00	1,515,000.00	
		Subtotal			3,029,850.00	9,515,000.00	136,252,769.35
Treasury Securities - Coupon							
		Subtotal					77,172,466.66
Supranational - Coupon							
4581X0AZ1	18-020	Interamerican Development Bank	4.250	12/21/2017	3,054,840.00	0.00	
459058DW0	18-015	International Bank Recon & Dev	1.876	12/06/2017	3,997,800.00	0.00	
		Subtotal			7,052,640.00	0.00	33,076,406.43
Municipal Bonds							
798170AC0	18-018	San Jose Successor RDA	2.000	12/21/2017	1,006,540.00	0.00	
		Subtotal			1,006,540.00	0.00	22,438,101.50
Commercial Paper Disc. -Amortizing							
46640QGG0	18-016	JP Morgan Securities	1.730	12/15/2017	2,969,292.50	0.00	
46640QJB8	18-017	JP Morgan Securities	1.810	12/15/2017	4,932,125.00	0.00	
79583TC86	18-021	Salvation Army	1.440	12/21/2017	2,990,760.00	0.00	
		Subtotal			10,892,177.50	0.00	13,891,039.72
		Total			28,968,787.50	18,515,000.00	424,589,733.33

INVESTMENT PORTFOLIO

PORTFOLIO TREND



INVESTMENT PORTFOLIO COMPARISON OF ANNUAL YIELDS





City of Sunnyvale

Agenda Item

17-1166

Agenda Date: 2/6/2018

REPORT TO COUNCIL

SUBJECT

Accept the Addendum to the Water Pollution Control Plant Master Plan Program EIR, Authorize the City Manager to Accept Grant Funds, and Execute a Sub-recipient Grant Agreement and Approve Budget Modification No. 39 to Appropriate \$380,000 from the San Francisco Bay Water Quality Improvement Fund Grant for the Caribbean Drive Green Street Demonstration Project

GRANT SUMMARY

In May 2016, the San Francisco Estuary Partnership (SFEP), a program of the Association of Bay Area Governments (ABAG), submitted an application to US Environmental Protection Agency (EPA) Region 9 for funding through the San Francisco Bay Water Quality Improvement Fund (SFBWQIF) for the Healthy Watersheds, Resilient Baylands Project (Project). The Project is a multi-strategy effort to develop integrated multi-benefit actions that support healthy watersheds and bayland resilience. The City of Sunnyvale is a partner in the Project which includes \$380,000 in grant funds to fund the construction of a Green Street demonstration project in concert with the Clean Water Program's Bay Trail Relocation and Enhancement Project.

The City will leverage grant resources and funding for the Caribbean Drive Green Street Demonstration Project, which will integrate bioretention rain gardens along with the relocated parking for Bay Trail access along Caribbean Drive. The bioretention rain gardens are a new and complementary component of the existing priority project for the Clean Water Program and would result in a prominent demonstration of multi-benefit urban greening concepts and create a unique watershed-to-baylands educational setting for daily Bay Trail visitors and neighboring corporate employees. Traditionally, the primary objective of bioretention features (a form of green stormwater infrastructure) has been to slow, treat, and infiltrate stormwater through specially designed landscaping, thereby minimizing or treating stormwater before it enters local waterways. One of the Project's goals is to influence bioretention plant selection so that these features can also have broader ecological benefits. In this case, this can be accomplished by selecting plant species that are commonly found in the baylands ecosystem over the plants that have traditionally been used in bioretention features.

The Regulatory Programs Division in the Environmental Services Department will be responsible for the management of the grant and will coordinate with the Department of Public Works.

Granting Agency

The Healthy Watersheds, Resilient Baylands Project is administered and managed by SFEP, which was established in 1988 by the State of California and the U.S. Environmental Protection Agency under the Clean Water Act's National Estuary Program, when the San Francisco Estuary was designated as an estuary of national significance. SFEP is a collaboration of local, state, and federal agencies, NGOs, academia and business leaders working to protect and restore the San Francisco

Bay-Delta Estuary.

Since 2008, EPA Region 9 has partnered with organizations across the nine Bay Area counties through the SFBWQIF, restoring streams, wetlands, and water quality from the Napa River in the North Bay to the salt ponds in the South Bay. The SFBWQIF priorities are to support projects that enhance aquatic habitat, restore impaired waters, and reduce polluted stormwater runoff. Consistent with program priorities, projects are tracked in three categories: restoring wetlands, restoring water quality, and greening development (e.g., Low Impact Development). EPA Region 9 awarded an SFBWQIF grant in the amount of \$1,667,683 to ABAG/SFEP for the implementation of the Project. The City is a partner in the grant project and a sub-recipient of the grant funds. The sub-recipient grant agreement (Attachment 1) is between ABAG, a joint powers agency acting on behalf of SFEP, and the City.

EXISTING POLICY

Council Policy 7.1.5 Donations, Contributions and Sponsorships:

The City Manager may apply for grants of any dollar amount, but shall notify the Council when grants are being pursued pursuant to Council Policy 7.1.1 (Fiscal - Long Range Goals and Financial Policies), B.4. (Grants and Intergovernmental Assistance). Any grants of \$100,000 or more, or that require a local match or obligate the City to ongoing expenses, shall require Council approval of a budget modification before funds can be expended by staff. The budget modification shall include the use to which the grant will be placed; the objectives or goals of the City that will be achieved through use of the grant; the local match required, if any, plus the source of the local match; any increased cost to be locally funded upon termination of the grant; and the ability of the City to administer the grant.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

This grant does not meet all of the criteria to be administratively appropriated by the City Manager; therefore, a budget modification is required. Grant funds from EPA Region 9 have external reporting requirements and fall under the federal single audit guidelines.

ENVIRONMENTAL REVIEW

On August 23, 2016, the City Council certified the Program Environmental Impact Report for the Sunnyvale Water Pollution Control Plant Master Plan (SCH #2015062037) (Master Plan PEIR). Section 15164 of the CEQA Guidelines provides that an agency shall prepare an addendum to a previously-certified EIR if some changes are necessary but none of the conditions described in Section 15162 of the CEQA Guidelines have occurred that would require preparation of the subsequent EIR. Under Section 15162, a subsequent EIR is required when there are substantial changes to the project or circumstances that require major revisions to the previous EIR due to the involvement of new significant environment effects or substantially more severe impacts than were discussed in the EIR.

Analysis of the proposed project, which involves construction of bioretention rain gardens and relocated parking for Bay Trail access along Caribbean Drive, determined that the impacts will be similar to, or less than, those attributable to the project described in the Master Plan PEIR. As a

result, an addendum to the Master Plan EIR has been prepared that explains the reasons why a subsequent EIR or MND is not required (Attachment 2). Pursuant to Section 15164 of the CEQA Guidelines, an addendum is not circulated for public review but must be considered by the decision-making body (i.e., City Council) prior to making a decision on the project.

FISCAL IMPACT

The SFBWQIF grant includes a 50% local match requirement. Sunnyvale will be providing a local match of \$400,000 through approved Project 831510 Green Streets for Stormwater. The City will be responsible for ongoing maintenance of the green street features upon completion of the project.

Budget Modification No. 39 has been prepared to appropriate San Francisco Bay Water Quality Improvement Fund grant in the amount of \$380,000 for the Caribbean Drive Green Street Demonstration Project to Project 831510, Green Streets for Stormwater. This project is funded by General Fund funding in the Wastewater Management Fund. The Budget figures below represent available carryover funding and new project funding allocated in FY 2017/18.

Budget Modification No. 39 FY 2017/18

	Current	Increase/ (Decrease)	Revised
Wastewater Management Fund			
<u>Revenues</u>			
Project 831510-Green Streets for Stormwater San Francisco Bay Water Quality Improvement Grant	\$0	\$380,000	\$380,000
<u>Expenditures</u>			
Project 831510-Green Streets for Stormwater	\$911,582	\$380,000	\$1,291,582

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

Accept the Addendum to the Master Plan PEIR in Attachment 2 to the report, Authorize the City Manager to accept grant funds and execute a sub-recipient grant agreement with the Association of Bay Area Governments, and approve Budget Modification No. 39 to appropriate \$380,000 from the San Francisco Bay Water Quality Improvement Fund Grant for the Caribbean Drive Green Street Demonstration Project to Project 831510 Green Streets for Stormwater.

Prepared by: Elaine Marshall, Interim Regulatory Programs Division Manager

Reviewed by: Melody Tovar, Interim Director, Environmental Services

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. ABAG Sub-recipient Grant Agreement
2. Sunnyvale Water Pollution Control Plant Master Plan Program Environmental Impact Report Addendum

SF Bay Area Water Quality Improvement Fund - Healthy Watersheds, Resilient Baylands
 U.S. EPA Grant Agreement #W9-99T53101-0 [CFDA # 66.126]
 Subrecipient Agreement
- Base Document -

This Subrecipient Agreement is made and entered into as of the Effective Date by and between the Association of Bay Area Governments (ABAG), a joint powers agency acting on behalf of the San Francisco Estuary Partnership, a program of ABAG and City of Sunnyvale, a charter city in the State of California.

Recitals

A. Whereas, the U. S. Environmental Protection Agency (EPA) and ABAG entered into Grant Agreement #W9-99T53101-0 (Grant Agreement) for One Million, Six Hundred Sixty-Seven Thousand, Six Hundred Eighty-Three Dollars (\$1,667,683) of federal funding for the implementation of the Healthy Watersheds, Resilient Baylands project for multi-benefit urban greening and tidal wetlands restoration in Silicon Valley.

B. ABAG and SFEP and City of Sunnyvale desire to establish and/or acknowledge the governing rules, regulations, terms and conditions for City of Sunnyvale's participation in the Grant Project.

NOW THEREFORE, based upon the foregoing recitals, ABAG and City of Sunnyvale further agree as follows:

1.0 Applicable Documents

The following are attached and incorporated by this reference:

- 1.1.1 Exhibit 1 City of Sunnyvale Scope of Work
- 1.1.2 Exhibit 2 Invoicing Procedure
- Exhibit 2a Insurance Requirements
- 1.1.3 Exhibit 3 Grant Agreement
- 1.1.4 Exhibit 4 Special Conditions to Grant Agreement
- 1.1.5 Exhibit 5 Standard Form LLL - Disclosure of Lobbying Activities

1.2 The Subrecipient Agreement is comprised of this Base Document and Exhibits 1 through 5, inclusive, and is the complete and exclusive statement of understanding between ABAG and City of Sunnyvale, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Subrecipient Agreement.

2.0 Term of Agreement

The Subrecipient Agreement shall commence as of January 1, 2017 (Effective Date) and continue until July 31, 2020, or until terminated by the EPA pursuant to the terms of the Grant Agreement or by ABAG pursuant to the terms of this Subrecipient Agreement.

3.0 Subaward Amount

ABAG will disburse a portion of the Grant to City of Sunnyvale for carrying its responsibilities as part of the Grant Project as described in Exhibit 1. **The maximum amount to be funded by the EPA and disbursed through ABAG to City of Sunnyvale shall be Three Hundred Eighty Thousand Dollars and Zero Cents (\$380,000.00) (Subaward Amount).**

4.0 ABAG Obligations

4.1 ABAG shall be the program lead and fiscal agent for the Grant Project. ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to City of Sunnyvale unless and until such are authorized and disbursed from EPA to ABAG.

4.2 ABAG shall coordinate the activities of all subrecipients, including City of Sunnyvale, so as to implement the Grant Project in accordance with the terms of the Grant Agreement.

4.2.1 ABAG shall promptly notify City of Sunnyvale of any notices given or actions taken by the EPA if such notices or actions are likely to affect City of Sunnyvale's performance, duties, obligations or funding under this Subrecipient Agreement. To the extent practicable, ABAG shall consult with City of Sunnyvale in carrying out ABAG's responsibilities.

5.0 City of Sunnyvale Obligations

5.1 City of Sunnyvale is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it. City of Sunnyvale understands and agrees that for purposes of the foregoing, any requirements imposed upon ABAG as Recipient in the Grant Agreement are hereby passed-through and adopted by City of Sunnyvale as obligations of City of Sunnyvale, excepting only ABAG's obligations as described in section 4.

5.1.1 Without limiting subsection 5.1, City of Sunnyvale shall comply with the scope of any and all authorizations, limitations, exclusions, and/or exceptions for use of the Subaward Amount, including without limitation, the Grant Agreement, the Administrative Conditions and Programmatic Conditions of the Grant Agreement, the General Conditions of the Grant Agreement and all applicable statutes, regulations and regulatory guidance referenced in any of the foregoing.

5.2 City of Sunnyvale shall carry out all the tasks set forth in Exhibit 1 as it may be amended or modified. City of Sunnyvale shall carry out all tasks in accordance with the Grant Agreement, the Administrative Conditions and Programmatic Conditions of the Grant Agreement, the General Conditions of the Grant Agreement, and the Special Conditions in Exhibit 4.

5.3 City of Sunnyvale shall not cause ABAG to be in violation of the Grant Agreement or any of its requirements whether by act or omission.

5.4 City of Sunnyvale shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time.

6.0 Indemnification and Ineligible Claims

6.1 To the fullest extent allowed by law, City of Sunnyvale shall defend, indemnify, save harmless and waive subrogation against ABAG and its members, officers, employees, and agents (excluding agents who are design professionals), if any, (collectively, Indemnitees), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity arising out of or in connection with its performance of this Contract (collectively, Claims) for bodily injury, personal injury, property damage or any violation of Federal, State or local laws, with the exception that this section shall in no event be construed to require indemnification by City of Sunnyvale to a greater extent than permitted under the public policy or laws of the State of California.

6.2 These defense and indemnification obligations are undertaken in addition to, and shall not in any way be limited by, the insurance obligations set forth in Exhibit 2. Any inspection of the work by an Indemnatee is not a waiver of full compliance with these obligations. These defense and indemnification obligations shall survive the termination or expiration of the Contract for the full period of time permitted by law.

7.0 Insurance

7.1 City of Sunnyvale shall comply with the Insurance Requirements set forth in Exhibit 2a.

8.0 Termination

8.1 Upon termination of the Grant Agreement, this Subrecipient Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement, unless this Subrecipient Agreement is terminated sooner in accordance with its terms.

8.2 ABAG may terminate this Subrecipient Agreement upon written approval for same from EPA in accordance with the terms and conditions of such approval.

8.3 If, through any cause, City of Sunnyvale fails to fulfill in timely and proper manner its obligations under the Agreement, or if City of Sunnyvale shall violate any covenants, conditions, or stipulations of the Agreement, and should such failure or violation continue unremedied for a period of thirty (30) days after receipt of ABAG's written notice to City of Sunnyvale specifying the details of such failure or violation, then ABAG may terminate the Agreement by giving not less than five (5) days prior written notice of such termination which specifies the effective date thereof. Upon termination under this paragraph, all unfinished or finished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by City of Sunnyvale under the Agreement, shall, at the option of ABAG, become ABAG's property and City of Sunnyvale shall be entitled to receive just and equitable compensation for satisfactory work completed to the date of termination. Notwithstanding the above, City of Sunnyvale shall

not be relieved of liability to ABAG for damages sustained by ABAG by virtue of any breach of the agreement by City of Sunnyvale, and ABAG may withhold any payment to City of Sunnyvale for the purpose of set-off until such time as the exact amount of damage due ABAG from City of Sunnyvale is determined.

8.4 ABAG may terminate the Agreement at any time by giving not less than thirty (30) days prior written notice of termination to Consultant which shall specify the effective date thereof. Upon termination under this paragraph, all finished or unfinished documents and other materials described in paragraph 8.3 shall at the option of ABAG become its property. If the contract is terminated by ABAG as provided in this paragraph, Consultant shall be paid for services actually performed at the rate set forth in Exhibit A; provided that, if the Agreement is terminated due to the fault of Consultant, only the paragraph relative to termination for cause shall apply.

9.0 Notices and Administrative Contacts

9.1 All notices or notifications under this Subrecipient Agreement shall be in writing addressed to the persons set forth in this section.

9.2 All notices or notifications to ABAG shall be sent to:

Darcie Luce
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
510-622-2448
darcie.luce@sfestuary.org

9.3 All notices or notifications to the City of Sunnyvale shall be sent to:

Elaine Marshall
City of Sunnyvale
PO Box 3707
Sunnyvale, CA 94086
(408) 730-7720
emarshall@sunnyvale.ca.gov

10.0 Amendments and Changes

This Subrecipient Agreement may be changed only by a written amendment duly signed by ABAG and City of Sunnyvale.

11.0 Assignment and Delegation

City of Sunnyvale shall not assign its rights or delegate its duties under this Subrecipient Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Subrecipient Agreement.

12.0 Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. City of Sunnyvale further agrees and consents that the venue of any action brought between City of Sunnyvale and ABAG shall be exclusively in the County of Alameda.

13.0 Validity and Severability

If any provision of this Subrecipient Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Subrecipient Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 No Waiver

No waiver by either party of any event of breach and/or breach of any provision of this Subrecipient Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Subrecipient Agreement shall not be construed as a waiver thereof.

15.0 Record Retention and Inspection/Audit Settlement

15.1 City of Sunnyvale shall maintain accurate and complete financial records of its activities and operations relating to this Subrecipient Agreement in accordance with the RFIP and Grant Agreement and generally accepted accounting principles.

15.2 City of Sunnyvale agrees that ABAG, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subrecipient Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the City of Sunnyvale and shall be made available to ABAG during the term of this Subrecipient Agreement and for a period of five (5) years thereafter unless ABAG's written permission is given to dispose of any such material prior to such time.

15.3 City of Sunnyvale shall deliver all materials described in subsection 15.2 and specified by ABAG to a location to be determined by ABAG. City of Sunnyvale shall bear its own costs and expenses in this regard. However, City of Sunnyvale shall not be responsible for the costs or expenses incurred by ABAG to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subrecipient Agreement.

15.4 If an audit of the City of Sunnyvale is conducted specifically regarding this Subrecipient Agreement by any Federal auditor, or by any auditor or accountant employed by the City of Sunnyvale or otherwise, then the City of Sunnyvale shall file a copy of such audit report with ABAG within thirty (30) days, unless otherwise provided by applicable Federal or State law or under this Subrecipient Agreement.

16.0 Lobbying and Litigation Prohibition

16.1 City of Sunnyvale shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. City of Sunnyvale shall abide by 2 CFR 225 (OMB Circular A-87), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

16.2 City of Sunnyvale agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. City of Sunnyvale shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that sub-subrecipients submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

16.3 If applicable, City of Sunnyvale shall complete and submit Exhibit 5, Standard Form LLL - Disclosure of Lobbying Activities.

17.0 Authorization Warranty

City of Sunnyvale represents and warrants that the person executing this Subrecipient Agreement on its behalf is an authorized agent who has actual authority to bind City of Sunnyvale to each and every term, condition, and obligation herein.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

National Estuary Program-San Francisco Estuary Program
U.S. EPA Grant Agreement #W9-99T53101-0 [CFDA # 66.126]
Subrecipient Agreement
- Base Document -

* * * * *

Authorized Signatures

IN WITNESS WHEREOF, City of Sunnyvale has duly executed this Agreement, or caused it to be duly executed, and ABAG has duly executed this Agreement, or caused it to be duly executed.

DUNS No. 047897863

City of Sunnyvale

Kent Steffens, City Manager

Association of Bay Area Governments

Steve Heminger, Metropolitan Transportation
Commission Executive Director, acting pursuant to
the Contract for Services dated May 30, 2017.

Approved as to Form:

Adrienne D. Weil, Metropolitan
Transportation Commission General Counsel

Rebecca Moon, Sr Assistant City Attorney

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Sunnyvale\102304_HWRB_Sunnyvale_final_subrecipient_agreement_final.docx

Exhibit 1
U.S. EPA Grant Agreement #W9-99T53101-0
City of Sunnyvale
Healthy Watersheds, Resilient Baylands Project for Multi-Benefit Urban Greening and Tidal
Wetlands Restoration in Silicon Valley
Scope of Work

The City of Sunnyvale will add a major green infrastructure component to a project in north Sunnyvale adjacent to the San Francisco Bay Trail and South Bay tidal wetlands. The Caribbean Avenue Green Street Demonstration Project will retrofit an existing arterial street with bioretention rain gardens planted with native habitat to reduce impervious surfaces, provide treatment and infiltration of runoff, calm traffic, and improve the streetscape for pedestrians and cyclists. The project will also provide at least 15 parking spaces for Bay Trail visitors, greatly increasing visibility and access to the Trail. A portion of the former road surface (1/3 mi) will be converted to approximately 1,750 ft.² of bioretention rain gardens, treating an upstream urban area of approximately 62,000 ft.².

Task 1: Urban Greening Implementation – Sunnyvale

Task 1.1: City of Sunnyvale will design and construct the Caribbean Avenue Green Street Demonstration Project: retrofit an existing arterial street with bioretention rain gardens planted with native habitat to reduce impervious surfaces, provide treatment and infiltration of runoff, incorporate traffic calming, and improve the streetscape for pedestrians and cyclists. The City of Sunnyvale will incorporate at least 15 parking spaces for Bay Trail visitors into the project to increase visibility and access to the Trail. The City of Sunnyvale will convert 1/3 of a mile of former road surface to approximately 1,750 ft.² of bioretention rain gardens. Project design will achieve ecological and water quality objectives as guided by the Urban Greening Strategy to be developed in partnership with project partners San Francisco Estuary Institute (SFEI), Grassroots Ecology, Peninsula Open Space Trust, and expertise from members of the Design Advisory Team. The Design Advisory Team will be convened for this project and will include expertise in landscape and urban design, ecology, permitting, and construction. Preliminary Design work will include a Feasibility Study to help confirm the feasibility to construct the bioretention areas including investigation of groundwater aquifer, location of underground utilities, and conceptual design features including size and treatment area.

Deliverables:

- | | | |
|-------|---|-----------------------|
| 1.1a. | Submit Feasibility Study and Preliminary Design | <i>March 30, 2018</i> |
| 1.1b. | Final designs demonstrating approximately 1,750 ft. ² of bioretention rain gardens | <i>June 30, 2018</i> |
| 1.1c. | Before-and-after photo documentation of constructed project | <i>July 31, 2020</i> |

Task 1.2: City of Sunnyvale staff will hold 2-4 meetings with SFEI staff to maximize the achievement of ecological and water quality objectives in the project, as guided by the Urban

Greening Strategy, input from SFEI, and expertise from the Design Advisory Team members. These meetings shall identify opportunities for achieving multi-benefit ecological objectives of the projects and inform and ground the Urban Greening Strategy. City of Sunnyvale staff will also provide review comments on the draft Urban Greening Strategy produced by SFEI.

Deliverables:

1.2a. Summary of 2-4 urban greening scientific/design guidance meetings *July 31, 2018*

1.2b. Summary of review comments for Urban Greening Strategy *July 31, 2018*

Task 1.3: City of Sunnyvale staff will participate in one or more meetings of the Design Advisory Team, or a subset of the Team, to take advantage of Design Advisory Team expertise in improving project outcomes of the project.

Task 1.4: The City of Sunnyvale will assist SFEI with completion of a Quality Assurance Plan or Sampling and Analysis Plan (QAPP), if needed, by providing documentation on monitoring and other information required to complete the QAPP.

Task 1.5: City of Sunnyvale staff will attend at least one meeting each year of project partners and grant sub-recipients during the grant period.

Task 1.6: City of Sunnyvale staff will provide general project administration including project workflow, contract management, invoicing, and project coordination. City of Sunnyvale will submit progress reports to the SFEP Project Manager as described in Exhibit 2.

City of Sunnyvale staff will also produce a brief summary report, documenting the incorporation of ecological and water quality benefits into the implementation of the project, as described in the Urban Greening Strategy or with guidance from SFEI. The report will also include expected achievement of short-term outcomes, and any expected long-term multi-benefit outcomes.

Deliverables:

1.6a. Invoices and Progress Reports *10th of month following end of month or quarter*

1.6b. Final report *July 31, 2020*

Budget: \$380,000

Match: \$380,000

Subaward Deliverables Table

Task #	Sub-Task #	Deliverable #	Deliverable	Deadline
Task 1	1.1	1.1a	Final designs demonstrating approximately 1,750 ft. ² of bioretention rain gardens	6/30/2018
		1.1b	Before-and-after photo documentation of constructed project	7/31/2020
	1.2	1.2a	Summary of urban greening scientific/design guidance meetings	7/31/2018
		1.2b	Summary of review comments for Urban Greening Strategy	7/31/2018
	1.3	N/A	N/A	N/A
	1.4	N/A	N/A	N/A
	1.5	N/A	N/A	N/A
	1.6	1.6a	Invoices and progress reports, submitted monthly or quarterly	10 th of month following end of month or quarter
		1.6b	Final Report	7/31/2020

Subaward Budget Table

City of Sunnyvale				
Task	Description	Grant Amount	Match	Total
1	Urban Greening Implementation - Sunnyvale	\$380,000.00	\$380,000.00	\$760,000.00
TOTAL		\$380,000.00	\$380,000.00	\$760,000.00

EXHIBIT 2

Invoicing Procedure

A. Subrecipient Responsibilities:

1. Subrecipient will prepare and submit to ABAG/SFEP an invoice for approval, no more frequently than one per month, to cover the services provided during the prior service period. Invoice must include a brief progress report, providing a detailed summary of work performed under the tasks described in the Scope of Work that are being invoiced for that period. Progress reports should include a discussion of the activities conducted during the service period and progress towards milestones, problems encountered and their resolution, and activities planned for the next service period. In addition, progress reports should provide a financial accounting of costs incurred during the service period and cumulative project costs by subtask.
2. Direct labor: Invoice must itemize names of staff, number of hours worked, and hourly billing rates for each task showing individual calculations and total for each task.
3. Subrecipient can only bill for actual expenses incurred at the subrecipient's actual direct labor rates, fringe benefit rates, and indirect cost rates, not to exceed the task budgets specified in the budget included in Exhibit 1.
3. Consultant or Vendor costs: Invoice must include consultant or vendor labor costs, fringe benefit cost, and indirect costs described for the monthly service period in the same manner as the subrecipient costs described above. The actual consultant or vendor invoice must be submitted to document the charges included on the subrecipient invoice.
4. Other Direct Costs (direct project expenses) are to be invoiced at cost with supporting documentation. Backup documentation must include copies of all receipts necessary to document the charges. No costs should exceed the budgeted limits delineated in the task budget without a contract amendment. No ineligible costs (such as food, entertainment, etc.) are allowed. Mileage will be paid at the current federal reimbursement rate (2012- 55.5 cents/mile).
5. Subrecipient invoices must summarize total contract budget, amount expended in the invoice period, and contract balance.
6. Management fees or similar charges (mark-ups) in excess of the direct costs and approved indirect rates are not allowable. This refers to any mark-up added to any direct project costs including consultant or vendor costs or other direct costs.
7. Match Costs: Subrecipient is responsible for the match share cost identified in budget included in Exhibit 1. Match funds should be reported in the monthly invoices in the same manner as the direct project costs described above including backup documentation detailing the source of the match (actual cash and/or in-kind services). Subrecipient invoices should detail match budget, match expended in the invoice period and amount remaining.

8. Electronic copies of complete invoices signed by the subrecipient contract manager including all backup documentation may be submitted in lieu of hard copy to Darcie Luce, Project Manager at darcie.luce@sfestuary.org.

ABAG/SFEP Responsibilities:

1. The ABAG/SFEP Project Manager or designee will review the submitted invoice for completeness, verify math figures, ensure the task budget is not exceeded and prepare a check requisition for approval by the SFEP Executive Director for submittal to ABAG accounts receivable.
2. ABAG accounts receivable will enter the invoice into the ABAG financial accounting system and bill the funding agency U.S. EPA monthly following completion of the prior month financial statements.
3. ABAG will pay invoices within 14 days of receipt of funds from the U.S. EPA.

4. Budget Reallocations

- a. All task budget reallocations and/or increases must be approved in advance by the SFEP Project Manager, ABAG and the U.S. EPA Program Manager.
- b. The budget reallocation, if any, cannot substantially change the scope of work without approval from the SFEP Project Manager, ABAG and the U.S. EPA Program Manager.
- c. A budget reallocation, if any, may only involve moving funds between tasks, line items, or categories not to exceed the total contract amount.

Exhibit 2a
U.S. EPA Grant Agreement #W9-99T53101-0
Subrecipient Agreement

Insurance Requirements

City of Sunnyvale shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a period of 5 years following the completion of this project. In the event City of Sunnyvale fails to obtain or maintain completed operations coverage as required by this agreement, ABAG, at its sole discretion, may purchase the coverage required and the cost will be paid by City of Sunnyvale. The limits of Insurance required in hereunder may be satisfied by a combination of primary and umbrella or excess insurance.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Errors and Omissions Liability insurance appropriate to the City of Sunnyvale's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

(b) Minimum Limits of Insurance. City of Sunnyvale shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions Liability: \$1,000,000 per claim/aggregate.

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its members, officers or employees (Indemnitees); or the City of Sunnyvale shall satisfy any such deductibles or self-insured retentions. In addition, policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or any of the Indemnitees.

(d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Indemnitees are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of City of Sunnyvale; completed operations; or automobiles owned, leased, hired or borrowed by City of Sunnyvale.

(ii) For any claims related to this project, the City of Sunnyvale's insurance coverage shall be primary insurance as respects the Indemnitees.

(iii) Any insurance or self-insurance maintained by the Indemnitees shall be excess of City of Sunnyvale's insurance and shall not contribute with it.

(iv) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty(30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, City of Sunnyvale shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or City of Sunnyvale.

(v) Coverage shall not extend to any defense or indemnity coverage for the active negligence of the Indemnitees in any case where an agreement to defend and indemnify the Indemnitees would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Other Insurance Provisions – Workers Compensation. The Workers Compensation insurance shall be endorsed to waive subrogation against the Indemnitees.

(f) 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 ABAG.

(g) Verification of Coverage. City of Sunnyvale shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.


Contractors and Lower Tier Subcontractors

City of Sunnyvale shall include the same requirements and provisions of this Attachment, including the section, with any contractor to the extent they apply to the scope of the contractor's work. Any contractor further agrees to include the same requirements and provisions of this Attachment, including the section, with any lower tier subcontractor to the extent they apply to the scope of the lower tier subcontractor's work. City of Sunnyvale will give a copy of this Attachment to any contractor, or lower tier subcontractor upon request.

Exhibit 3
U.S. EPA Grant Agreement #W9-99T53101-0
Subrecipient Agreement

Grant Agreement

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 99T53101 MODIFICATION NUMBER: 0 PROGRAM CODE: W9	DATE OF AWARD 09/27/2016
			TYPE OF ACTION New	MAILING DATE 10/04/2016
			PAYMENT METHOD: ASAP	ACH# 90017
	RECIPIENT TYPE: Intermunicipal		Send Payment Request to: Las Vegas Finance Center email: lvtc-grants@epa.gov	
RECIPIENT: Assoc of Bay Area Governments P.O. Box 2050 Oakland, CA 94604 EIN: 94-2832478		PAYEE: Executive Director Assoc of Bay Area Governments P.O. Box 2050 Oakland, CA 94604		
PROJECT MANAGER Caitlin Sweeney P.O. Box 2050 Oakland, CA 94604 E-Mail: caitlin.sweeney@estuary.org Phone: 510-622-2362		EPA PROJECT OFFICER Luisa Valiela 75 Hawthorne Street, WTR-3 San Francisco, CA 94105 E-Mail: ValielaLuisa@epa.gov Phone: 415-972-3400		EPA GRANT SPECIALIST Maria Roverso Grants Management Section, EMD-6-1 E-Mail: roverso.maria@epa.gov Phone: 415-972-3573
PROJECT TITLE AND DESCRIPTION San Francisco Bay Area Water Quality Improvement Fund This agreement provides federal funding in the amount of \$1,667,683 to create 10 multi-benefit urban greening projects in Sunnyvale, Mountain View, and East Palo Alto, reducing stormwater runoff and creating 13 acres of wetland, riparian, and native plant habitat; realign 2 creeks to deliver an estimated ~50,000 cubic yards/year of sediment to restored tidal marsh, reducing maintenance costs and increasing permitting efficiency; create 10 acres of tidal transition zone and seasonal wetlands; reduce risk of flooding and associated contamination to the community of Alviso; reduce PCB and mercury delivery to the Bay; reduce methylmercury production in the baylands; and reduce risk of landfill contamination to the Bay.				
BUDGET PERIOD 10/01/2016 - 09/30/2020	PROJECT PERIOD 10/01/2016 - 09/30/2020	TOTAL BUDGET PERIOD COST \$3,335,366.00	TOTAL PROJECT PERIOD COST \$3,335,366.00	
NOTICE OF AWARD Based on your Application dated 08/17/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,667,683. EPA agrees to cost-share 50.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,667,683. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Section, EMD 6-1 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Water Division 75 Hawthorne Street San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Craig A. Willis - Grants Management Officer				DATE 09/27/2016

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 1,667,683	\$ 1,667,683
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$ 1,667,683	\$ 1,667,683
Other Contribution	\$	\$ 100,000	\$ 100,000
Allowable Project Cost	\$ 0	\$ 3,335,366	\$ 3,335,366

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.126 - San Francisco Bay Water Quality Improvement Fund	Clean Water Act: Sec. 320	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1609W22024	1617	B	09LE	202BK4	4158			1,667,683
									1,667,683

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$97,895
2. Fringe Benefits	\$62,247
3. Travel	\$2,000
4. Equipment	\$0
5. Supplies	\$2,025
6. Contractual	\$3,159,768
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$3,323,935
10. Indirect Costs: % Base <u>various rates apply</u>	\$11,431
11. Total (Share: Recipient <u>50.00 %</u> Federal <u>50.00 %</u> .)	\$3,335,366
12. Total Approved Assistance Amount	\$1,667,683
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,667,683
15. Total EPA Amount Awarded To Date	\$1,667,683

Administrative Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

A. Annual Federal Financial Report (FFR) - SF 425

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to lvfc-grants@epa.gov no later than **December 30** of the same calendar year. The form with instructions can be found on LVFC's website at <http://www2.epa.gov/financial/forms>.

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

C. Six Good Faith Efforts 40 CFR Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

D. Utilization of Disadvantaged Business Enterprises

General Compliance, 40 CFR Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33.

Fair Share Objectives, 40 CFR Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the [California State Water Resources Control Board \(CSWRCB\)](#), as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as [CSWRCB](#),

Negotiating Fair Share Objectives/Goals, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of

another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Joe Ochab at Ochab.Joe@epa.gov, within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Contract Administration Provisions, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

Bidders List, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

E. MBE/WBE Reporting

General Compliance, 40 CFR Part 33, Subpart E – Reporting Condition

MBE/WBE reporting is required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the GrantsRegion9@epa.gov a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization under Federal Grants, Cooperative agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual:" in section 1B of the form. For the final report, recipients must check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to GrantsRegion9@epa.gov . The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm .

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

F. Indirect Costs

If the recipient does not have a previously established indirect cost rate, it agrees that it will prepare its indirect cost rate proposal and/or cost allocation plan in accordance with the Cost Principles under 2 CFR Part 200, Subpart E. For proposal preparation, the recipient may use the appropriate completeness checklist located at: <http://www.aqd.nbc.gov/services/ICS.aspx>

The local government recipient whose cognizant federal agency has been designated by the Office of Management and Budget (OMB) must develop and submit its indirect cost rate proposal to its cognizant agency within six (6) months after the close of the governmental unit's fiscal year. If the cognizant federal agency has not been identified by the OMB, the local government recipient must still develop (and when required, submit) its proposal within that period.

The interstate agency recipient must send its proposal to its cognizant federal agency within six (6) months after the end of its fiscal year. If EPA is the cognizant federal agency of the interstate agency, local government, or special district, the recipient must send its indirect cost rate proposal within six (6) months after the end of its fiscal year to:

Regular Mail

Office of Grants and Debarment
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3903R
Washington, DC 20460
Attn: OGD Indirect Cost Rate Proposal Control Desk

Mail Courier (e.g. FedEx, UPS, etc.)

Office of Grants and Debarment
U.S. Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 5th floor
Washington, DC 20004
Attn: OGD Indirect Cost Rate Proposal Control Desk

Electronic submissions of proposals may be sent via email to OGD_IndirectCost@epa.gov.

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or

regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate throughout the life of the award. Recipients may draw down grant funds once a rate has been approved, but only for indirect costs incurred during the period specified in the rate agreement. Recipients are not entitled to indirect costs for any period in which the rate has expired.

Recipients with differences between provisional and final rates are not entitled to more than the award amount. Recipients may request EPA approval to rebudget funds from direct cost categories to the indirect cost category (to grants which have not expired or been closed out) to cover increased indirect costs.

The recipient agrees to comply with the audit requirements prescribed in 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

G. Non-Federal Third-Party Contributions

This award includes \$1,667,683 of estimated non-federal third party contributions. Third party contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees. As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing or matching requirement apply (2 CFR Part 200.306).

Programmatic Conditions

a. Reporting

The recipient shall submit quarterly progress reports to the EPA Project Officer within 30 calendar days after the end of each Federal fiscal quarter (January 30, April 30, July 30, and October 30). These reports should include a discussion of the activities conducted during the quarter and progress towards milestones, problems encountered and their resolution, and activities planned for the next quarter. In addition, quarterly reports should identify any special EPA assistance needed, as well as provide a financial accounting of costs incurred during the quarter and cumulative project costs by task. The progress reports should include:

- a discussion of the activities conducted during the quarter (including a comparison of actual accomplishments with the anticipated outputs and outcomes specified in the workplan),
- progress towards milestones,
- problems encountered with achieving outputs and outcomes, and their resolution,
- activities planned for the next quarter,
- a financial accounting of costs incurred during the reporting period, and
- cumulative project costs (EPA and match amounts) since the beginning of the project, by task.
- identification of any special EPA assistance needed, and an explanation of any cost overruns. The recipient will notify the EPA Project Officer if something materially impairs their ability to complete the tasks and deliver the products, outputs and outcomes identified in the workplan.

Within 90 days of the end of the project period, the recipient must submit 1 hardcopy of the final report, documenting project activities over the entire project period and the

recipient's achievements with respect to the project's purposes and objectives. The final report must also be submitted electronically (by Email) to the EPA Project Officer.

b. QAPP

This grant includes the performance of environmental measurements, therefore, a QA Plan or Sampling and Analysis Plan must be prepared. The recipient should consult with the Region 9 Quality Assurance Office to determine what type of QA documentation would be most appropriate and what QA guidance should be followed. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Emergency measurements may be taken without a QA Plan being prepared if the Region 9 Quality Assurance Manager agrees that the nature of the data collection activity required due to the emergency warrants an exemption. Contact the QA Office at 415-972-3411.

c. Grant Source Recognition

The recipient should publicly acknowledge the US EPA San Francisco Bay Water Quality Improvement Fund as the funding vehicle for the projects when the grantee is asked by public entities, federal agencies or state and local agencies about the projects and on-going results.

d. Subaward Reporting Requirement

The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

e. Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all State or Tribal law cybersecurity requirements as applicable.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees

to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(b)(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

END OF DOCUMENT

Exhibit 4

U.S. EPA Grant Agreement #W9-99T53101-0 Subrecipient Agreement

Special Conditions

A. **Nondiscrimination.** City of Sunnyvale shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. City of Sunnyvale shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by City of Sunnyvale to carry out these requirements is a material breach of the Agreement which may result in the termination of the Agreement or other legally available remedies.

B. **Prompt Payment.** City of Sunnyvale must pay any contractors or subcontractor for satisfactory performance no more than 30 days from City of Sunnyvale's receipt of payment from ABAG.

C. **DBE Contractor/Subcontractor.** ABAG must be notified in writing by City of Sunnyvale prior to any termination of a DBE subcontractor for convenience by City of Sunnyvale.

If a DBE contractor or subcontractor to City of Sunnyvale fails to complete work under the subcontract for any reason, City of Sunnyvale must employ the six good faith efforts described in 40 CFR §33.301 if soliciting a replacement subcontractor even if City of Sunnyvale has achieved its fair share objectives under 40 CFR Part 33, subpart D.

If applicable, City of Sunnyvale must provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors and have its DBE subcontractors complete EPA Form 6100-3—DBE Program Subcontractor Performance Form. City of Sunnyvale must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package. City of Sunnyvale must require its prime contractor to complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package. Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.

City of Sunnyvale must maintain all records documenting its compliance with the requirements of 40 CFR Part 33, including documentation of its, and its prime contractors', good faith efforts and data relied upon in formulating its fair share objectives. Such records must be retained in accordance with applicable record retention requirements for the Grant Agreement.

D. **Clean Air Act and the Federal Water Pollution Control Act.** City of Sunnyvale shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of EPA.

Exhibit 5

U.S. EPA Grant Agreement #W9-99T53101-0
Subrecipient Agreement

Standard Form LLL-Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. </div> <div style="width: 50%;"> Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ </div> </div>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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SUNNYVALE WATER POLLUTION CONTROL PLANT MASTER PLAN – CARIBBEAN DRIVE PARKING AND TRAIL ACCESS ENHANCEMENTS

Program Environmental Impact Report Addendum

Prepared for
City of Sunnyvale

November 2017



Sunnyvale Water Pollution Control Plant Master Plan – Caribbean Drive Parking and Trail Access Enhancements

Program Environmental Impact Report Addendum

Prepared for
City of Sunnyvale

November 2017

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CHAPTER 1

Background and Purpose of the Addendum

Background

The City of Sunnyvale (City) owns and operates the Donald M. Somers Water Pollution Control Plant (WPCP), located at 1444 Borregas Avenue in Sunnyvale, Santa Clara County (see **Figure 1**). The WPCP provides treatment of wastewater flows and loads from domestic, commercial, and industrial sources in Sunnyvale, Rancho Rinconada, and Moffett Field. The WPCP includes an approximately 16.6-acre main plant and two oxidation ponds¹ that occupy about 436 acres in total. The WPCP was originally constructed in 1956. With the enactment of the Clean Water Act in 1972, more restrictive water quality standards were established, leading to expansion of and process upgrades to the WPCP. Currently, the WPCP processes about 12 million gallons per day (mgd) average dry weather flow.² The surrounding dry land area is primarily used for industrial and recreation purposes: the Sunnyvale Materials Recovery and Transfer Station (SMaRT Station) and the former Household Hazardous Waste Drop-off Site on Carl Road abut the main plant to the east and south, respectively; the Sunnyvale Landfill (now closed and traversed by numerous trails) borders these facilities. The Sunnyvale West Channel forms the main plant's western boundary; the Sunnyvale East Channel borders the landfill further east. Caribbean Drive runs east-west along the southern edge of the Sunnyvale Landfill. The San Francisco Bay Trail borders the WPCP to the west and north, and an existing entrance to the Bay Trail is located at the west end of Carl Road.

The City was the lead agency for the Sunnyvale Water Pollution Control Plant Master Plan Program Environmental Impact Report (PEIR) (State Clearinghouse No. 2015062037). The City adopted the PEIR for the WPCP Master Plan and approved implementation of the WPCP Master Plan on August 23, 2016. The PEIR evaluated potential environmental impacts that could occur as a result of implementing the Master Plan, and provided applicable mitigation to reduce the intensity of potential environmental impacts. As part of Master Plan approval, the City adopted a Mitigation Monitoring and Reporting Program.

Subsequent to adoption of the PEIR, projects included in the Master Plan have undergone further development. Chapter 2 of this document presents a description of one of these projects. Chapter 3 presents an evaluation of the environmental impacts of these modifications in comparison to the

¹ Oxidation ponds are bodies of wastewater where oxygen is added to the water to promote the growth of algae and microorganisms, which consume solids and nutrients.

² Average dry weather flow, or ADWF, is the average of the daily average flow during the three month period between June and September (the driest times of the year in Sunnyvale) that produces the minimum flow.

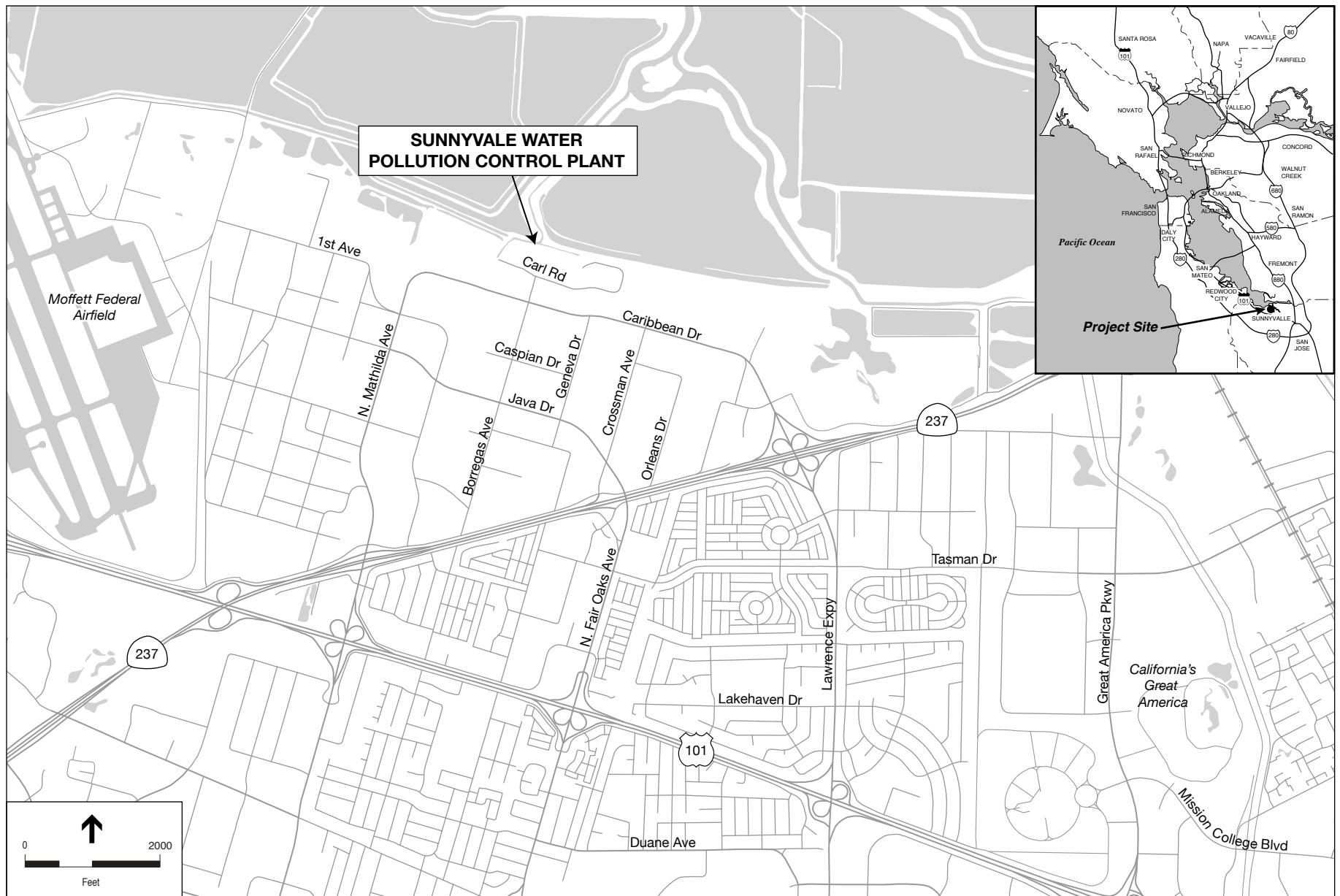
impacts disclosed in the PEIR. Chapter 4 summarizes the findings of the evaluation presented in Chapter 3. Chapter 5 contains mitigation measures from the approved Master Plan Mitigation Monitoring and Reporting Program.

Purpose of This Addendum

The CEQA Guidelines (Sections 15162 and 15164) allow that a lead agency may prepare an addendum to an adopted negative declaration if minor technical changes or additions to the environmental evaluation are necessary, but none of the following occurs:

1. Substantial changes are proposed in the project which will require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the EIR;
 - b. Significant effects previously examined will be substantially more severe than shown;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

This Addendum documents that the modifications to the Master Plan do not trigger any of the conditions described above.



SOURCE: Thomas Brothers; ESA

City of Sunnyvale Caribbean Drive Parking and Trail Access Enhancements . 160875

Figure 1
Site Location Map

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CHAPTER 2

Project Description

Summary of Previously Approved Project

The closure of Carl Road and relocation of public access to the Bay Trail project evaluated in the Sunnyvale Water Pollution Control Plant (WPCP) Master Plant Program Environmental Impact Report (PEIR) would have closed Carl Road to public access west of Borregas Avenue and relocated access to the San Francisco Bay Trail in order to accommodate the proposed improvements to the WPCP and ensure site security. Recreationists would instead access the Bay Trail and other neighboring trails via an enhanced access point along Caribbean Drive at the West Channel. Proposed upgrades included converting 950 feet of one lane of Caribbean Drive to the east and west of the access location to parking in combination with grading, sidewalk, and landscaping improvements. The enhancements to the trail access would occur following completion of the Santa Clara Valley Water District's East/West Channel project. The City evaluated the impacts of this project (the PEIR project) at a program level of detail in the PEIR.

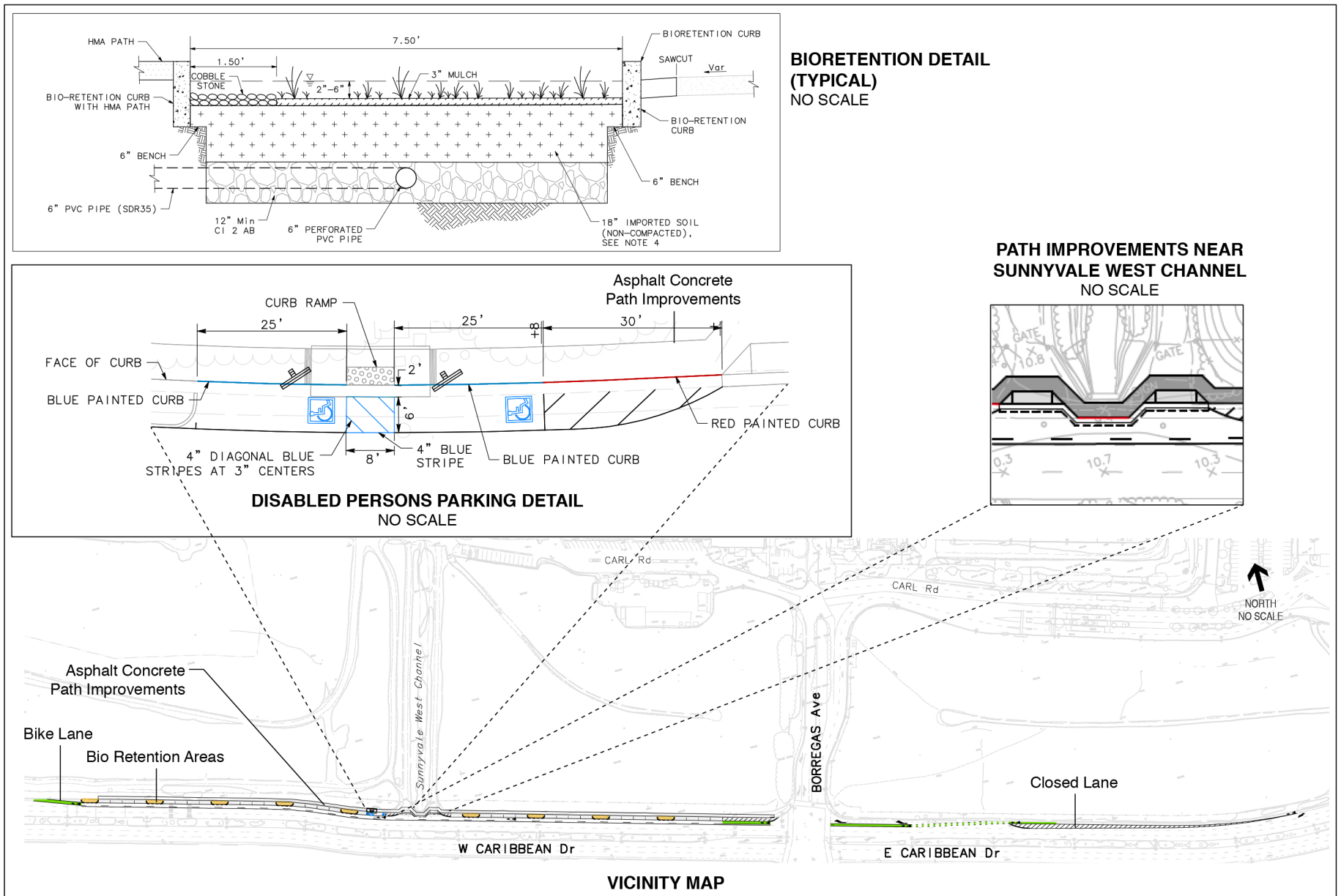
As part of Master Plan approval, the City adopted a Mitigation Monitoring and Reporting Program (MMRP) setting forth specific monitoring actions, timing requirements, and monitoring/verification entities for each mitigation measure identified in the PEIR.

Proposed Modifications to the Caribbean Drive Parking and Trail Access Enhancements Project

Following adoption of the PEIR, the City proceeded with design of the Caribbean Drive Parking and Trail Access Enhancements Project (the project), including making adjustments to the design to better meet City objectives. The project characteristics are shown in **Figure 2**, and described below.

Relocated Access to Bay Trail

The project would include the same public access facilities that were described in the PEIR with the following additional detail:



SOURCE: ESA; Mark Thomas

City of Sunnyvale Caribbean Drive Parking and Trail Access Enhancements . 160875

Figure 2
Project Layout and Features

- **Lane Reduction and New Parking Along Caribbean Drive.** The project would install 35 parking spaces, including two accessible parking spaces, along the northern side of Caribbean Drive west of the intersection with Borregas Avenue. The parking spaces would be interspersed with bioretention basins, described below. The new parking and bioretention areas would be accommodated by reducing from three travel lanes to two travel lanes on westbound Caribbean Drive west of Borregas Avenue for approximately 1,500 linear feet.
- **Path Improvements.** An approximately 1,500 foot-long and 10 foot-wide path of concrete sidewalk would be added behind the existing curb and gutter adjacent to the parking area, and concrete driveways would be constructed to allow access to the levees and trail. The new concrete sidewalk would drain to existing storm drainage facilities along Caribbean Drive or to the new bioretention areas.
- **Bike Lane and Lane Striping.** Bike lane striping would be painted on the pavement south of the parking area, and would transition to the existing bike lane east and west of the project area along Caribbean Drive. Pavement along the northern side of Caribbean Drive would be striped to merge from three lanes to two lanes starting approximately 1,000 feet east of the intersection with Borregas Avenue. Additional striping would create a right-turn pocket starting approximately 200 feet east of the intersection of Caribbean Drive and Borregas Avenue.
- **Bioretention Areas.** The project would construct nine approximately 280-square foot bioretention areas between parking spaces. Each bioretention area would be approximately 35 feet long, 8 feet wide, and will have a section depth of approximately 3 feet. The bioretention areas have been sized to capture and treat the majority of rainfall events generating polluted runoff, in accordance with state and local stormwater pollution prevention requirements. Each bioretention area will also have a sub-drain system to collect stormwater that does not infiltrate into the underlying soil and convey it to the existing storm drain inlets within the project area. The bioretention areas will be planted with native plants and will include irrigation.
- **Closure of Carl Road.** As described in the PEIR, Carl Road would be closed to public access west of Borregas Avenue and access to the San Francisco Bay Trail relocated to Caribbean Drive at the Sunnyvale West Channel. Approximately 15 public parking spaces are currently located on this portion of Carl Road. Parking at the new San Francisco Bay Trail access area would be provided as described above. Closure of Carl Road would occur after completion of the relocated parking and access.

Construction Characteristics

At the time of PEIR preparation, construction workforce, schedule, and equipment details were conservatively estimated for purposes of analysis. Construction characteristics are now available for the project, described below.

Construction Workforce and Schedule

Project construction would occur for an approximately four month period, from June to September, 2018. Offhaul of excavated material generated during bioretention area excavation, described below, would occur over two days during this four-month period. A maximum of 20 construction workers would staff the site. Construction activities would occur within normal City working hours, weekdays between the hours of 7:00 a.m. and 6:00 p.m.

Construction Equipment

Table 2-1 lists the equipment that would be used to construct the project.

**TABLE 2-1
CONSTRUCTION EQUIPMENT**

• Graders	• Compactor	• Paving equipment
• Skid Steer Loader	• Concrete mixer	• Pavement saw
• Excavator	• 10-wheel dump trucks	

Construction Staging and Access

All construction materials, equipment, storage, stockpiling, and staging would occur onsite in currently paved areas of Caribbean Drive. The site would be accessed from Caribbean Drive.

Construction Activities

During construction, implementation of stormwater runoff control best management practices would be required by the City. Construction would be scheduled to maintain utilities service at all times. Utility locations would be verified by the contractor prior to excavation.

Operating Characteristics

Once construction is complete, the bike lane, path, and parking area would be available for public use. Persons interested in accessing the San Francisco Bay Trail would use the new parking area instead of the existing parking on Carl Road. The relocated access would connect to existing segments of the Bay Trail. Directional signage would be installed identifying San Francisco Bay Trail access from the new parking area. Carl Road would be closed to public access, and would be used by WPCP staff for parking, site access, and staging during current and future construction.

As discussed above, the bioretention areas would capture stormwater runoff from surrounding paved areas during wet weather, causing the runoff to either infiltrate into the ground or drain to the existing stormwater drainage system.

Updated Master Plan Phasing

The Master Plan includes improvements to the WPCP's major process areas over the next 20-plus years. The PEIR evaluated impacts of combinations of individual improvements as they were

expected to progress at the time of PEIR preparation. The phasing for the Master Plan improvements has changed as design progressed for individual improvements. During project construction, the Primary Treatment Facility would be the only other Clean Water Program¹ project under construction. The City of Sunnyvale evaluated the potential environmental effects of the Primary Treatment Facility in the *Sunnyvale WPCP Primary Treatment Facility Initial Study/Mitigated Negative Declaration* (IS/MND), adopted on May 5, 2015. The Primary Treatment Facility project was modified in 2017, but would generally include the same primary treatment facilities that were described in the IS/MND. The modified project would not include the Chemically Enhanced Primary Treatment Facility. The modified project would also reduce the length of the primary effluent pipeline, install a shallower and narrower utility corridor within the WPCP main plant, and use a below-ground tee, rather than a junction box, to connect the new primary effluent pipeline to the existing primary effluent pipeline. With implementation of the proposed modifications to the Primary Treatment Facility project, the amount and intensity of construction (in terms of quantity of earthwork and concrete work and thus offroad equipment use, number and type of construction activities that could occur concurrently, and construction duration) would be similar to or less than that evaluated in the IS/MND.

¹ The Sunnyvale Clean Water Program is the City of Sunnyvale's long-term capital improvement program to renovate the WPCP through a series of projects and upgrades.

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CHAPTER 3

Evaluation of Environmental Impacts

The evaluations in the Program Environmental Impact Report (PEIR) were revisited to determine whether any changes to the analyses were warranted based on refinements to the Caribbean Drive Parking and Trail Access Enhancements project. This chapter describes any changes that have occurred in the existing environmental conditions within and near the project area as well as environmental impacts associated with the project. The analysis included consideration of the mitigation measures adopted for the Master Plan as part of the Mitigation Monitoring and Reporting Program (MMRP). Chapter 5, *Mitigation Monitoring and Reporting Program*, contains all of the mitigation measures from the adopted MMRP that apply to the project. The topics listed below were sufficiently addressed in the PEIR and required no additional analysis because either the nature, scale, and timing of the project has not changed in ways relevant to the topic or there has not been a substantial change in the circumstances involving the topic on the project site, nor in the local environment surrounding the site.

- **Aesthetics.** The designated scenic vistas and resources in the vicinity of the project have not changed since preparation of the PEIR. The project would not remove trees, affect buildings, include new sources of light or glare, or otherwise alter the character of Caribbean Drive or Carl Road beyond the alterations identified in the PEIR.
- **Agriculture and Forestry Resources.** The state and local land use and zoning designations with respect to agricultural and forest resources have not changed for the site and surroundings, and agricultural or forest use of the site has not commenced since adoption of the PEIR. Thus there has not been a substantial change in the circumstances involving agricultural and forest resources at the site or surrounding areas.
- **Cultural Resources.** The locations of ground disturbance have not changed in ways relevant to historical, archeological, and paleontological resources at the site or surrounding areas. Applicable mitigation measures are included in Chapter 5.
- **Energy Conservation.** The construction equipment and activities proposed for the project would be similar to that evaluated in the PEIR. The project would not use energy during operations.
- **Geology, Soils, Seismicity, and Mineral Resources.** The nature, scale, and timing of the project have not changed in a manner that would further exacerbate existing geologic and seismic hazards at the project site. The state and local land use and zoning designations with respect to mineral resources have not changed for the site and surroundings.
- **Hazards and Hazardous Materials.** The locations of ground disturbance have not changed in ways relevant to hazards and hazardous materials at the site or surrounding areas. Applicable mitigation measures are included in Chapter 5.

- **Hydrology and Water Quality.** The nature, scale, and timing of the project have not changed in a manner that would deplete additional groundwater, further affect drainage patterns or systems, alter water quality or further affect flooding because the facilities would be located at the same site evaluated in the PEIR and would not change the wastewater treatment technologies beyond what was evaluated in the PEIR. The bioretention areas would improve stormwater quality and attenuate peak stormwater flows.
- **Land Use and Recreation.** The state and local land use plans, policies, and regulations applicable at the site have not changed since adoption of the PEIR, and the project would maintain connection to existing segments of the Bay Trail, consistent with General Plan policies to support the regional trail system. In addition, the proposed relocated access would be consistent with San Francisco Bay Plan policies related to public access, as it would be designed to accommodate access for all persons, would include signage designating the Bay Trail access location, and would be located in areas already accessible to the public with parking and access via public transportation.
- **Noise and Vibration.** As described in Chapter 2, the project would not involve construction activity outside of the hours of 7:00 a.m. to 6:00 p.m. The nearest residences to the project site are approximately 0.8 miles away and separated from the area by the intervening commercial and industrial land uses and State Route 237. No new receptors closer than those identified in the PEIR occur in the vicinity of the project site. The amount and intensity of construction (in terms of quantity of earthwork and concrete work and associated truck trips and offroad equipment use, number and type of construction activities that could occur concurrently, and construction duration) would be similar to or incrementally less than that evaluated in the PEIR for other, more intensive Master Plan projects. The project with modifications does not include sources of noise during operations that were not evaluated in the PEIR.
- **Population and Housing.** The project does not alter the effect of the Master Plan on treatment capacity (indirectly inducing population growth) and construction amount and intensity would be similar to or incrementally less than that evaluated in the PEIR.
- **Public Services and Facilities.** The nature of the project with respect to population growth and impairment of achieving service performance objectives has not changed.
- **Utilities and Service Systems.** The nature of the project with respect to wastewater collection and treatment, water use, and solid waste disposal has not changed.
- **Mandatory Findings of Significance.** For the reasons identified above, the cultural resources and hazardous materials effects of the project are adequately addressed in the PEIR. One additional project (resurfacing the San Francisco Bay Trail within the City of Sunnyvale and neighboring areas) that was not identified in the PEIR occurred in the vicinity of the project, and the schedule of the Sunnyvale East-West Channels project has shifted into the future; these changes in the cumulative scenario would not alter the cumulative impact conclusions of the PEIR beyond the discussions included below. The effects of the project on human beings are adequately addressed in the PEIR except for Air Quality, Greenhouse Gas, Transportation, and Biological Resources impacts, which are discussed below.

Additions to the PEIR discussion of the remaining topics are included below. The following discussion describes the environmental impacts of the project as compared to the impacts of the approved Master Plan as addressed in the PEIR adopted August 23, 2016. These additions do not

reflect involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Transportation

<i>Issues (and Supporting Information Sources):</i>	<i>New Potentially Significant Impact</i>	<i>New Less Than Significant with Mitigation Incorporated</i>	<i>New Less Than Significant Impact</i>	<i>Same Impact as Approved Project</i>	<i>Less Impact than Approved project</i>
16. TRANSPORTATION/TRAFFIC — Would the project:					
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

The environmental setting relevant to Transportation for the project has not changed relative to the setting in the PEIR. Existing traffic patterns, the transit network, and alternative transportation facilities have not changed since adoption of the PEIR. Setting discussions from the adopted PEIR for this resource are therefore applicable to the entire project area.

Findings of Previously Adopted PEIR

The adopted PEIR determined that all project impacts related to transportation would be less than significant or less than significant with mitigation. Chapter 5, *Mitigation Monitoring and Reporting Program*, reproduces select adopted mitigation measures applicable to transportation impacts.

Discussion

Congestion Management Program

As discussed in the PEIR, Caribbean Drive is the CMP system network roadway nearest to the Master Plan and the project area. The project would not generate new (increased) traffic once operational, so the volume of traffic on Caribbean Drive would not change as a result of the project. The average weekday daily traffic on Caribbean Drive (12,883) is slightly less than that identified in the PEIR (13,248 vehicles) (Kimley Horn, 2017). As discussed in the PEIR, the carrying capacity for four-lane divided arterials, which is what Caribbean Drive would become in the westbound direction with implementation of the project, ranges from 20,000 to 33,000 vehicles per day.

The project would reduce the number of travel lanes on westbound Caribbean Drive in the vicinity of Borregas Avenue from three to two. The effects on CMP-designated roadways of removal of one travel lane from westbound Caribbean Drive was evaluated in the PEIR. For this reason, the impact would be the same as that identified in the previously approved PEIR.

Air Traffic Patterns

The project would not construct facilities taller than ground-level in areas not previously evaluated in the PEIR. There would be no impact.

Measures of Effectiveness for the Performance of the Circulation System

The Master Plan would have a peak of 564 one-way truck trips per day during construction; the project would have a maximum of 40 one-way truck trips per day during construction. The 20 construction workers would likely commute to and from the work site during peak hours. Truck trips and construction worker trips that would coincide with peak-hour traffic could impede traffic flow on local roadways, a potentially significant impact. With implementation of adopted Mitigation Measures TR-1a and TR-1b, this impact would be reduced to less-than-significant levels, and the impact would not be more severe than that identified in the approved PEIR.

Traffic Safety Hazards

During construction, while the number of haul trucks would be substantially lower than evaluated in the PEIR, trucks would access the public right-of-way on Caribbean Drive during construction, which could create traffic safety hazards, the same impact as discussed in the PEIR. In addition, the project length is approximately 600 feet longer than the improvements evaluated in the PEIR. With implementation of adopted Mitigation Measure TR-1b, the impact of these potential construction traffic safety hazards would be less than significant with mitigation. As noted above, the project lane closure, parking, and pavement striping would be similar to that evaluated in the PEIR; pavement markings would direct westbound motorists and cyclists through the transition from three lanes to two lanes and back to three lanes. As a result, the operational effects of the project would be the same as those identified in the PEIR (less than significant). No new or more severe environmental impacts related to traffic safety would result from project implementation.

Emergency Access

The project would not result in new or more adverse impacts related to emergency access because the project would not alter access to facilities served by emergency vehicles and personnel. The project does not include design features that would either impede or restrict emergency vehicle access.

Alternative Transportation Facilities

The project would replace the existing bicycle lane along westbound Caribbean Drive, install a new sidewalk between Borregas Avenue and an area west of the Sunnyvale West Channel (alongside all new parking areas), and continue to provide access to the San Francisco Bay Trail from Caribbean Drive, overall adding new alternative transportation infrastructure to Caribbean Drive. With regard to bicycle safety during construction, consistent with adopted Mitigation Measure TR-1b, the Temporary Traffic Control Plan would identify detours by bicycles and pedestrians in all areas affected by construction and would maintain bicycle and pedestrian access when safe to do so. The effect of the project on alternative transportation facility performance and safety would not be substantially adverse.

Cumulative Transportation Impacts During Construction

At the time of PEIR preparation, details typically used to determine cumulative transportation effects were not known. The PEIR estimated cumulative transportation effects by assuming a worst-case scenario in which construction peak periods overlap for most of the projects identified in the PEIR cumulative scenario (listed in PEIR Table 6-1). As discussed in Chapter 2, project construction would overlap with construction of the Primary Treatment Facility at the WPCP. Project construction may also overlap with construction of the Sunnyvale East-West Channels Flood Protection project. It is possible that service levels along Caribbean Drive could be temporarily degraded by construction activity. With implementation of adopted Mitigation Measure C-TR-1, Implement Coordinated Transportation Management Plan, the project's contribution to a potential cumulative impact along Caribbean Drive would be less than cumulatively considerable.

Conclusion

The project would not generate substantially more operational or construction vehicle trips than those identified in the previously approved PEIR, and therefore would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, or conflict with an applicable congestion management program. **(Same Impact as Previously Approved Project [Less than Significant Impact])**

Implementation of the adopted mitigation measures applicable to transportation would reduce possible impacts associated with a reduction in roadway capacity and potential impacts to emergency access during construction of the project to a less than significant level, and the project would not result in any new or more significant impacts. **(Same Impact as Previously Approved Project [Less than Significant Impact with Mitigation])**

The proposed Project would not result in new or more significant impacts to public transit, bicycle and pedestrian facilities, or traffic-related hazards than those identified in the previously approved PEIR. **(Same Impact as Previously Approved Project [Less than Significant Impact])**

With the implementation of adopted Mitigation Measure C-TR-1 to reduce the project's possible contribution to cumulative transportation impacts, the project would not result in any new or more significant impacts than those identified in the previously adopted PEIR. **(Same Impact as Previously Approved Project [Less than Significant Impact with Mitigation])**

Air Quality

<i>Issues (and Supporting Information Sources):</i>	<i>New Potentially Significant Impact</i>	<i>New Less Than Significant with Mitigation Incorporated</i>	<i>New Less Than Significant Impact</i>	<i>Same Impact as Approved Project</i>	<i>Less Impact Than Approved Project</i>
3. AIR QUALITY — Would the project:					
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

Air Quality Plans

Regional air quality planning has proceeded since adoption of the PEIR. On April 19, 2017, the BAAQMD adopted the most recent revision to the Clean Air Plan – the *2017 Clean Air Plan: Spare the Air Cool the Climate* (2017 CAP). The primary goals of the 2017 CAP are to protect public health and protect the climate (BAAQMD, 2017). The plan includes a wide range of control measures aimed to reduce emissions from combustion-related activities, reduce fossil fuel combustion, improve energy efficiency, and decrease emissions of potent greenhouse gases (GHGs). Some measures focus on reducing individual pollutants such as potent GHGs like methane and black carbon, or harmful fine particles that affect public health. Many of the measures, however, reduce multiple pollutants and serve both to protect public health and to protect the climate.

The 2017 Plan updates the *2010 Clean Air Plan*, pursuant to air quality planning requirements defined in the California Health and Safety Code. It describes a multi-pollutant strategy to simultaneously reduce emissions and ambient concentrations of ozone, fine particulate matter, toxic air contaminants, as well as greenhouse gases that contribute to climate change. To fulfill state ozone planning requirements, the 2017 control strategy includes all feasible measures to reduce emissions of ozone precursors—reactive organic gases (ROG) and nitrogen oxides (NOx)—and to reduce transport of ozone and its precursors to neighboring air basins. In addition, the Plan builds upon and enhances the Air District’s efforts to reduce emissions of fine particulate matter and toxic air contaminants (BAAQMD, 2017). In addition, the 2017 CAP includes the Bay Area’s first-ever comprehensive Regional Climate Protection Strategy (RCPS), which will

identify potential rules, control measures, and strategies that the BAAQMD can pursue to reduce greenhouse gases in the Bay Area and lay the groundwork to attain ambitious GHG reduction targets for 2030 and 2050.

The state and federal non-attainment status of the San Francisco Bay Area Air Basin (SFBAAB) has not changed since adoption of the PEIR. At the time of PEIR adoption, the SFBAAB was designated as a nonattainment area for state and national ozone standards, state particulate matter (PM₁₀ and PM_{2.5}) standards, and federal PM_{2.5} (24-hour) standard.

BAAQMD Rules, Regulations, and CEQA Guidelines

Since adoption of the PEIR, the BAAQMD CEQA Air Quality Guidelines, which were used to evaluate the potential effects of the project on air quality, faced legal challenge in the State Supreme Court. While the significance thresholds originally adopted by BAAQMD in 2011 are not currently recommended by the BAAQMD, there is no court order preventing their use, and they are frequently employed by lead agencies when conducting CEQA reviews because the BAAQMD 2011 guidelines provides substantial evidence for the derivation of the thresholds and the approach to employing them in an air quality impact analysis (BAAQMD, 2009). The State Court of Appeals agreed with BAAQMD that there were scenarios in which the thresholds could be used to properly assess whether and in what amount a project would add pollution to the environment. Consequently, the approach implemented in the PEIR remains the latest state-of-the-art guidance and no changes to the approach used in the PEIR are warranted at this time.

Sensitive Receptors

No new residential buildings, schools, colleges or universities, daycare facilities, hospitals, or senior-care facilities have been constructed closer to the WPCP than the sensitive receptors identified in the PEIR (located immediately south of State Route 237, 0.8-mile from the project site).

Findings of the Previously Adopted PEIR

The PEIR identified significant and unavoidable impacts associated with the project related to the potential to conflict with the applicable air quality plan and the potential to violate any air quality standard or contribute to an air quality violation. The extent to which the project could result in a cumulatively considerable net increase of criteria air pollutant emissions, expose sensitive receptors to pollutant concentrations, and the potential of the project to create objectionable odors affecting a substantial number of people were determined to be less than significant impacts. One of the mitigation measures identified in the PEIR and subsequently adopted by the City (Mitigation Measure AQ-2a) is reproduced in Chapter 5, *Mitigation Monitoring and Reporting Program*.

Table 3-1 reproduces relevant portions of PEIR Table 4.5-4 (from PEIR page 4.5-17) for reference, and summarizes emissions estimated for construction of the project in combination with demolition of the primary sedimentation tanks. As shown in the table, the combination of these projects would not exceed the BAAQMD average daily significance thresholds for ROG, NO_x, PM₁₀, or PM_{2.5} during construction.

TABLE 3-1
MASTER PLAN AVERAGE DAILY CONSTRUCTION EXHAUST EMISSIONS

Master Plan Construction Stage	Average Daily Emissions (pounds per day)				
	ROG	NO _x	PM ₁₀	PM _{2.5}	Likely to be Significant?
1A – Existing WPCP Rehabilitation	NA	NA	NA	NA	Yes
1B – Demolition of Primary Sedimentation Tanks and Relocation of Bay Trail head	2.2	20.1	1.5	1.6	No
Significance Thresholds	54	54	82	54	--

NA = Not Available

NOTE: Refer to PEIR Appendix B for assumptions and emissions estimate calculations.

Discussion

Overview of Changes in Construction and Operation Resulting from Project Modifications

At the time of PEIR preparation, details typically used to calculate air pollutant emissions (such as the number of pieces of each type of off- and on-road equipment and daily equipment usage rates in terms of hours per day and total days of use) were not known. The PEIR estimated the anticipated air pollutant emissions of WPCP projects by estimating the relative magnitude of construction activity compared to other, better defined projects planned at the site. The City anticipated that when project-level CEQA review of Master Plan improvements is initiated, the PEIR analysis would be reviewed in light of updated construction information and analysis of air pollutant emissions would be revised accordingly.

Construction details of the project are sufficiently known to calculate conservative air pollutant emissions during construction. **Table 3-2** shows the estimated criteria air pollutant construction exhaust emissions for the project. As shown in the table, emissions associated with the project would be less than the identified significance thresholds, and also less than identified for Construction Stage 1B in the PEIR (Construction Stage 1B emissions reproduced in Table 3-1, above). Refer to **Appendix A** for assumptions and emissions estimate calculations.

TABLE 3-2
AVERAGE DAILY CONSTRUCTION-RELATED POLLUTANT EMISSIONS (POUNDS/DAY)

Source	ROG	NO _x	Exhaust PM10 ^b	Exhaust PM2.5 ^b
Caribbean Drive Parking and Trail Access Enhancements ^a	2.2	21.3	0.9	0.9
<i>BAAQMD Construction Threshold</i>	<i>54</i>	<i>54</i>	<i>82</i>	<i>54</i>
Significant Impact?	No	No	No	No

^a Emissions were modeled using CalEEMod 2016.3.1.^b BAAQMD's proposed construction-related significance thresholds for PM10 and PM2.5 apply to exhaust emissions only and not to fugitive dust.

In addition to exhaust emissions, the PEIR evaluated emissions of fugitive dust from construction activities. As described in the PEIR, for all projects, the BAAQMD recommends the implementation of its Basic Control Mitigation Measures whether or not construction-related exhaust emissions exceed the applicable significance thresholds. The BAAQMD Basic Control Mitigation Measures were adopted by the City as Mitigation Measure AQ-2a (included in Chapter 5 of this document).

Operations of the project would occur as described in the PEIR; for this reason, no new or more severe environmental impacts would result from project operation than were disclosed in the PEIR.

Consistency with Air Quality Plan

As described in the PEIR, the BAAQMD recommends that a project's consistency with the current air quality plan be evaluated using the following three criteria:

- a. The project supports the goals of the air quality plan
- b. The project includes applicable control measures from the air quality plan, and
- c. The project does not disrupt or hinder implementation of any control measures from the air quality plan.

Since approval of the PEIR, the air quality plan has been updated. The primary goals of the *2017 Clean Air Plan* are to protect public health and protect the climate. The BAAQMD-recommended method for determining if a project supports the goals of the current air quality plan is consistency with BAAQMD thresholds of significance. As discussed below, the project would result in less than significant construction emissions with implementation of adopted Mitigation Measure AQ-2a, and would not result in long-term adverse air quality impacts. Therefore, the project with modifications would be considered supportive of the primary goals of the 2017 Clean Air Plan.

The 2017 Clean Air Plan has 85 control measures, more than the 55 included in the 2010 Clean Air Plan. Two of the stationary source control measures are applicable to operation of water pollution control plants: WR1 (Limit GHGs from POTWs [Publicly-Owned Treatment Works]) and WR2 (Support Water Conservation). While both of these measures do not contain specific emissions control strategies, the project would not be inconsistent with these measures as the project would not affect existing methane capture at the WPCP, would not affect production of recycled water at the WPCP, and would not install new engines at the WPCP. For these reasons, the project with modifications would not be inconsistent with nor hinder implementation of the 2017 Clean Air Plan control measures.

Violation of Air Quality Standards

The PEIR analysis determined that construction-related exhaust emissions of Construction Stage 1B, which included the Caribbean Drive Parking and Trail Access Enhancements project, did not exceed BAAQMD thresholds, and that implementation of BAAQMD Basic Construction Measures (Mitigation Measure 2a, subsequently adopted by the City in its approval of the Master

Plan) would reduce fugitive dust emissions such that the project's impact on compliance with air quality standards would be less than significant. Because the project would not exceed construction-related exhaust emissions significance thresholds, with implementation of adopted Mitigation Measure AQ-2a the project would result in less-than-significant construction emission impacts.

Cumulative Increase in Pollutants

As described in the PEIR (page 4.5-12), a project's emissions would be considered cumulatively considerable if the project emissions exceed the identified significance thresholds. For the reasons described above, the project would result in less-than-significant impacts associated with construction emissions with mitigation incorporated, and less-than-significant impacts associated with operational emissions of criteria air pollutants. Therefore, the project would not result in a cumulative considerable net increase in any of the criteria pollutants for which the Bay Area is in nonattainment.

Exposure of Sensitive Receptors

As noted above, no new sensitive receptors are located closer to the project area than those identified in the PEIR. For this reasons, the project's effects associated with exposure of sensitive receptors to pollutants would be no greater than those identified in the PEIR and would be less than significant.

Odorous Emissions

The project would not include operation of an odor source and would locate public access farther from the WPCP. No new or more severe environmental effects related to odors would result beyond those identified in the PEIR.

Conclusion

With the implementation of adopted Mitigation Measure AQ-2a to reduce possible impacts associated with conflicts with implementation of the applicable air quality plan or violation of air quality standards, the project would not result in any new or more significant impacts than those identified in the previously adopted PEIR. **(Less Impact than Previously Approved Project [Less than Significant Impact with Mitigation])**

The project would not result in a cumulatively considerable net increase of criteria air pollutant emissions, additional exposure of sensitive receptors to substantial pollutant concentrations, or create additional objectionable odors affecting a substantial number of people than those identified in the previously adopted PEIR. **(Same Impact as Previously Approved Project [Less than Significant Impact])**

Greenhouse Gas Emissions

<i>Issues (and Supporting Information Sources):</i>	<i>New Potentially Significant Impact</i>	<i>New Less Than Significant with Mitigation Incorporated</i>	<i>New Less Than Significant Impact</i>	<i>Same Impact as Approved Project</i>	<i>Less Impact than Approved Project</i>
7. GREENHOUSE GAS EMISSIONS — Would the project:					
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

Updates to two of the three planning documents identified in the PEIR – the Sunnyvale Climate Action Plan (CAP) and CARB’s Climate Change Scoping Plan – have not been adopted since PEIR approval. As discussed above in Air Quality, the BAAQMD 2017 Clean Air Plan was released after approval of the PEIR.

Findings of the Previously Adopted PEIR

The PEIR identified less than significant impacts associated with the project related to conflict with plans adopted regarding GHG emissions and generation of GHG emissions.

Discussion

GHG Emissions

At the time of PEIR preparation, details typically used to calculate GHG emissions (such as the number of pieces of each type of off- and on-road equipment and daily equipment usage rates in terms of hours per day and total days of use) were not known. The PEIR estimated the anticipated GHG emissions of Master Plan by estimating the relative magnitude of construction activity compared to other, better defined projects planned at the site. The City anticipated that when project-level CEQA review of Master Plan improvements is initiated, the PEIR analysis would be reviewed in light of updated construction information and analysis of GHG emissions would be revised accordingly.

The PEIR estimated construction GHG emissions over the Master Plan development period by amortizing the emissions over 30 years (**Table 3-3** includes this value for reference). With the additional information now available for construction of the project, the annual GHG emissions for the project can be calculated directly and compared to the BAAQMD’s GHG significance threshold of 1,100 metric tons of CO₂e per year, which would be considered to result in a significant impact on the environment. This threshold is applicable to projects that are not a

stationary source of GHG emissions. Table 3-3 presents the estimated GHG emissions from the project. Refer to Appendix A for assumptions and emissions estimate calculations.

**TABLE 3-3
ESTIMATED GHG EMISSIONS FOR THE PROJECT**

Emissions Source	CO₂e (metric tons per year)
30-Year Amortized Construction Emissions (Master Plan)	64
Caribbean Drive Construction	143
Significance Threshold	1,100
Exceeds the threshold?	No

NOTE: See Appendix A for all assumptions used to estimate construction emissions associated with the project. See PEIR Appendix C for all assumptions used to estimate construction emissions that would be associated with the Master Plan.

The associated impact would thus be less than significant.

Consistency with GHG Plans, Policies, or Regulations

The 2017 Clean Air Plan does not include any stationary source measures applicable to the project. The project would not disrupt or hinder implementation of any of the GHG-related 2017 Clean Air Plan control measures.

The BAAQMD GHG thresholds referenced in the discussion above were designed to meet the AB32 goal of reducing GHG emissions to 1990 levels by 2020. As discussed above, the project would not result in any temporary or new permanent sources of GHG emissions that would exceed the BAAQMD's CO₂e significance threshold of 1,100 metric tons per year. Since the BAAQMD GHG significance threshold would not be exceeded, the project would not result in a cumulatively considerable increase in GHG emissions that would impair the State's ability to implement AB32.

For these reasons, the project would not result in any new or more severe environmental effects related to GHG emissions beyond those identified in the PEIR.

Conclusion

The project would not result in any new or more severe environmental effects related to GHG emissions, or conflicts with plans, policies, and regulations adopted regarding GHG emissions, than those identified in the previously adopted PEIR. **(Same Impact as Previously Approved Project [Less than Significant Impact])**

Biological Resources

<i>Issues (and Supporting Information Sources):</i>	<i>New Potentially Significant Impact</i>	<i>New Less Than Significant with Mitigation Incorporated</i>	<i>New Less Than Significant Impact</i>	<i>Same Impact as Approved Project</i>	<i>Less Impact than Approved Project</i>
4. BIOLOGICAL RESOURCES — Would the project:					
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

Biological resources located within and surrounding the Project site reflect a portion of the same resources described in the adopted PEIR. The state and local plan designations relevant to biological resources within and surrounding the project site have not changed. The biological resources setting relevant to the project site, including applicable regulations and conditions of sensitive habitats and natural communities such as wetlands and riparian areas, and special status plant and wildlife species, has not appreciably changed since the adoption of the PEIR.

Findings of Previously Adopted PEIR

The PEIR identified significant and unavoidable cumulative impacts on ruddy duck migration routes resulting from implementation of the Master Plan along with other southern San Francisco Bay tidal restoration projects. The PEIR found that all other impacts on biological resources would be less than significant or would be reduced to less-than-significant levels with

implementation of mitigation measures. In particular, the PEIR found that the Master Plan could result in impacts to special-status plants and animals, open water and wetland habitats, protected trees, nesting birds, roosting bats, riparian habitat, and could conflict with an adopted habitat conservation plan. These impacts would be reduced to less-than-significant levels with implementation of mitigation measures adopted by the City as part of the Master Plan MMRP. Chapter 5, *Mitigation Monitoring and Reporting Program*, reproduces those adopted mitigation measures that are applicable to biological resources impacts.

Discussion

At the time of PEIR preparation, construction footprint details of the closure of Carl Road and relocation of Bay Trail access were not known. The PEIR estimated the potential effects of the project on biological resources by assuming that construction staging areas and temporary parking areas associated with project activities would be located in previously developed areas and would not affect ruderal grassland or sensitive habitats. As described in Chapter 2, construction staging and parking would occur within the project site in currently paved areas of Caribbean Drive. While all excavation and staging would occur within currently paved areas, the path improvements would pave a currently unpaved area adjacent to Caribbean Drive.

These path improvements would result in ground disturbance near the Sunnyvale West Channel. As shown in Figure 2, the path improvements would extend parallel to and between an existing headwall and wingwalls for the Sunnyvale West Channel and Caribbean Drive. These existing wing walls, which extend approximately two feet above the southern side ground surface, would not be affected by the project, and would prevent runoff from the construction area from directly flowing into Sunnyvale West Channel. Construction activities would also be required to comply with Chapter 12.60, *Stormwater Management*, of the Sunnyvale Municipal Code. During and after construction, stormwater runoff from the project area would drain to the existing stormwater collection facilities either in Caribbean Drive or in the bioretention areas.

Due to the protective presence of the headwall and wing walls and compliance with Chapter 12.60 of the Sunnyvale Municipal Code, the following significant impacts identified in the PEIR for activities around the Sunnyvale West Channel would be less than significant for the project:

- Impact BIO-2, Loss of or damage to special-status wildlife species (Impacts on Water Quality, Special Status Fish).
- Impact BIO-3, Loss of or damage to open water and wetland habitats that are considered Waters of the U.S. and/or State (Avoidance of Open Water and Wetland Habitats).

Conclusion

With the implementation of adopted Mitigation Measures BIO-1a, BIO-2a, BIO-2d, BIO-2e, and BIO-2h (included in Chapter 5 of this document) to reduce possible impacts to biological resources, the project would not result in any new or more significant impacts than those identified in the previously adopted PEIR. **(Same Impact as Previously Approved Project [Less than Significant Impact with Mitigation])**

References

- Bay Area Air Quality Management District (BAAQMD), 2009. Revised Draft Options and Justification Report, CEQA Thresholds of Significance Air Quality Guidelines, October 2009. [<http://www.baaqmd.gov/~media/files/planning-and-research/ceqa/revised-draft-ceqa-thresholds-justification-report-oct-2009.pdf>] Accessed May 23, 2017.
- BAAQMD, 2017. Spare the Air Cool the Climate, 2017 Clean Air Plan. [http://www.baaqmd.gov/~media/files/planning-and-research/plans/2017-clean-air-plan/attachment-a_-proposed-final-cap-vol-1-pdf.pdf] Accessed May 23, 2017.
- Kimley Horn, *Technical Memorandum: Caribbean Drive at Borregas Avenue – Roadway Segment Analysis*, October 19, 2017.
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CHAPTER 4

Conclusion

The modifications to the Caribbean Drive Parking and Trail Access Enhancements Project would result in impacts similar to, or less than, those attributable to the project described in the Sunnyvale Water Pollution Control Plant (WPCP) Master Plan Program Environmental Impact Report (PEIR).

The analysis and discussion in Chapter 3 do not reflect involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There have been no changes in circumstances under which the project is undertaken that would result in new significant environmental impacts or substantially more severe impacts, and no new information has become available that would indicate the potential for new significant impacts or substantially more severe impacts than were discussed in the PEIR. Therefore, no further evaluation is required, and no Subsequent EIR is needed pursuant to CEQA Guidelines Section 15162.

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CHAPTER 5

Mitigation Monitoring and Reporting Program – Caribbean Drive Parking and Trail Access Enhancements

Table 5-1 presents mitigation measures and City actions to implement, monitor and report on these measures that apply to the Caribbean Drive Parking and Trail Access Enhancements project. These measures were adopted by the City Council on August 23, 2016. **Table 5-2** presents other mitigation measures contained within the Sunnyvale Water Pollution Control Plant Master Plan Mitigation Monitoring and Reporting Program that do not apply to the project, and the reasons that they do not apply.

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TABLE 5-1
MITIGATION MONITORING PROGRAM – CARIBBEAN DRIVE PARKING AND TRAIL ACCESS ENHACEMENTS PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Transportation					
<p>Mitigation Measure TR-1a: Truck Route Plan.</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>Mitigation Measure TR-1b: Implement a Temporary Traffic Control Plan.</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">• 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.	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>
<p>Mitigation Measure C-TR-1: Implement Coordinated Transportation Management Plan.</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">• 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:<ul style="list-style-type: none">– 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	City’s contractor(s) shall develop a plan that adheres to all measures listed. 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.	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>

TABLE 5-1 (Continued)
MITIGATION MONITORING PROGRAM – CARIBBEAN DRIVE PARKING AND TRAIL ACCESS ENHACEMENTS PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Transportation (cont.)					
Mitigation Measure C-TR-1 (con.) <ul style="list-style-type: none">– 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.					
Air Quality					
Mitigation Measure AQ-2a: Implement BAAQMD Basic Construction Mitigation Measures. The City shall implement the following applicable BAAQMD Basic Construction Mitigation Measures to reduce emissions of fugitive dust and equipment exhaust: <ul style="list-style-type: none">• 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.	City or its contractor(s) implement BAAQMD Basic Construction Measures	City of Sunnyvale Public Works Department	Verify inclusion of measures in contract specifications and construction plans. Inspect construction site to confirm compliance by the contractor, report non-compliance and ensure corrective action.	Prior to construction During construction	<i>Verified by:</i> <i>Date:</i>
Biological Resources					
Mitigation Measure BIO-1a: Reduce Impacts on Congdon’s Tarplant. <ul style="list-style-type: none">• 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.	Contractor(s) shall prepare construction plans that incorporate protocol-level pre-construction surveys for Congdon’s tarplant. The Contractor shall identify a qualified biologist Qualified biologist will conduct pre-construction surveys. Qualified biologist to inspect construction site to confirm implementation of measures. Locate compensatory mitigation site, as needed, and select qualified biologist to collect and disseminate seeds from affected population during appropriate season (generally September/October) Qualified biologist shall collect and disseminate seeds from affected population during appropriate season	City of Sunnyvale Public Works Department City of Sunnyvale Public Works Department	Review qualifications of Contractor-nominated biologist and either approve or recommend identification of additional candidates. Review pre-construction survey reports for recommended avoidance, buffer, and/or need for compensatory mitigation. Inspect and confirm implementation of construction buffer zone(s) based on pre-construction survey results. Review pre-construction survey reports for recommended avoidance, buffer, and/or need for compensatory mitigation. Secure record of planting from qualified biologist	Prior to commencement of construction. After completion of pre-construction survey report. One inspection shall occur during each phase of construction. After completion of pre-construction survey report. After completion of planting.	<i>Verified by:</i> <i>Date:</i> <i>Verified by:</i> <i>Date:</i>

TABLE 5-1 (Continued)
MITIGATION MONITORING PROGRAM – CARIBBEAN DRIVE PARKING AND TRAIL ACCESS ENHACEMENTS PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Biological Resources (cont.)					
<p>Mitigation Measure BIO-2a: Worker Environmental Awareness Training.</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>	<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 the Plan in contract specifications.</p> <p>Record name of appointed representative to contact</p> <p>Record date(s) of training</p>	<p>Prior to construction outside of the main plant</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>
<p>Mitigation Measure BIO-2d: Western Pond Turtle Measures.</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">• 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.	<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>	<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>Prior to construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>
<p>Mitigation Measure BIO-2e: Burrowing Owl Measures.</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">• 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.	<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>

TABLE 5-1 (Continued)
MITIGATION MONITORING PROGRAM – CARIBBEAN DRIVE PARKING AND TRAIL ACCESS ENHACEMENTS PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Biological Resources (cont.)					
<p>Mitigation Measure BIO-2e (cont.)</p> <ul style="list-style-type: none">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).					
<p>Mitigation Measure BIO-2h: Nesting Bird Measures.</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">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:<ul style="list-style-type: none">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).	<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>	<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 measures in contract specifications and construction plans</p>	<p>Prior to construction</p>	<p><i>Verified by:</i></p> <p><i>Date:</i></p>

TABLE 5-1 (Continued)

MITIGATION MONITORING PROGRAM – CARIBBEAN DRIVE PARKING AND TRAIL ACCESS ENHACEMENTS PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Hazards and Hazardous Materials					
<p>Mitigation Measure HAZ-2b: Health and Safety Plan.</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>	Contractor(s) to prepare Health and Safety Plan and incorporate Plan in construction plans Contractor(s) to implement Plan	City of Sunnyvale Public Works Department	Review each Health and Safety Plan Verify inclusion of Plan in contract specifications for each individual construction contract	Prior to ground disturbance	
<p>Mitigation Measure HAZ-2c: Soil and Groundwater Management Plan.</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">• 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.	Contractor to prepare Soil and Groundwater Management Plan Contractor to implement Plan	City of Sunnyvale Public Works Department	Review Soil and Groundwater Management Plan Verify inclusion of Plan in contract specifications	Prior to ground disturbance	

TABLE 5-1 (Continued)
MITIGATION MONITORING PROGRAM – CARIBBEAN DRIVE PARKING AND TRAIL ACCESS ENHACEMENTS PROJECT

Mitigation Measures Adopted as Conditions of Approval	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Cultural Resources					
<p>Mitigation Measure CUL-2: Unanticipated Discovery of Archaeological Resources.</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>Mitigation Measure CUL-3: Unanticipated Discovery of Paleontological Resources.</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>Mitigation Measure CUL-4: Unanticipated Discovery of Human Remains.</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 5-2
ADOPTED MITIGATION MEASURES THAT DO NOT APPLY TO THE PROJECT

Adopted Mitigation Measures	Reason Measure Does Not Apply to Caribbean Drive Parking and Trail Access Enhancements
Mitigation Measure NOI-1: Develop and Implement Construction Noise Logistics Plan.	Does not apply due to construction hours
Mitigation Measure AQ-2b: Implement BAAQMD Additional Construction Mitigation Measures.	Does not apply because project emissions would not exceed emissions thresholds
Mitigation Measure BIO-1b: Prevent the Introduction and Spread of Non-native, Invasive Species.	Does not apply due to location
Mitigation Measure BIO-2b: Minimization of Impacts on Water Quality.	Does not apply because project does not directly drain to Sunnyvale West Channel.
Mitigation Measure BIO-2c: Special-Status Fish Measures.	Does not apply due to presence of wing wall.
Mitigation Measure BIO-2f: California Ridgway's Rail and California Black Rail Measures.	Does not apply due to location
Mitigation Measure BIO-2g: Salt Marsh Harvest Mouse and Salt Marsh Wandering Shrew Measures.	Does not apply due to location
Mitigation Measure BIO-3a: Avoidance of Open Water and Wetland Habitats.	Does not apply due to presence of wing wall.
Mitigation Measure BIO-3b: Compensatory Mitigation for Aquatic and Wetland Habitats.	Does not apply due to nature of project activities.
Mitigation Measure BIO-4a: Avoidance and Preservation of Trees.	Does not apply because project does not include tree removal.
Mitigation Measure BIO-4b: Master Plan Compensation for Impacts on Protected Trees.	Does not apply because project does not include tree removal.
Mitigation Measure HYD-2: Hydraulic Analysis of Levee Widening.	Does not apply due to nature of project activities.
Mitigation Measure HYD-3a: Flood Hazard Assessment and Design For Diurnal Equalization Tanks, Pump Station, and Pipeline.	Does not apply due to nature of project activities.
Mitigation Measure HYD-3b: Restoration Plan for Ponds 1 and 2.	Does not apply due to nature of project activities.
Mitigation Measure HYD-3c: Flood Protection Prior to Levee Breaching.	Does not apply due to nature of project activities.
Mitigation Measure WQ-4: Water Quality Evaluation and Control Plan for Oxidation Pond Breaching and Restoration.	Does not apply due to nature of project activities.
Mitigation Measure HAZ-2a: Hazardous Building Materials Abatement.	Does not apply because no demolition proposed.
Mitigation Measure CUL-1. Assessment of Effects to Cargill Channel.	Does not apply due to nature of project and location.
Mitigation Measure AES-1: Levee Plantings and Visual Screening.	Does not apply due to nature of project and location.
Mitigation Measure GI-1: Update Projections.	Does not apply due to nature of project activities.

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APPENDIX

Air Quality

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MT Caribbean drive - Construction Emissions - Santa Clara County, Annual

MT Caribbean drive - Construction Emissions

Santa Clara County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	11.50	1000sqft	0.26	11,500.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	58
Climate Zone	4			Operational Year	2020
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - New area = 15,000 square feet per Equipment spreadsheet

Construction Phase - Approximate schedule is June through September 2018. Totals conservatively assume all equipment would operate each business day during this period.

Off-road Equipment - Assumed construction equipment

Off-road Equipment - From Equipment excel sheet

Off-road Equipment - Assumed construction equipment

Off-road Equipment -

Trips and VMT - Assumed construction trips

Grading - Acres graded = 15,000 sf

Table Name	Column Name	Default Value	New Value
tblAreaCoating	Area_Parking	690	0
tblConstructionPhase	NumDays	2.00	86.00
tblConstructionPhase	NumDays	5.00	86.00
tblFleetMix	HHD	0.02	0.00
tblFleetMix	LDA	0.60	0.00
tblFleetMix	LDT1	0.04	0.00
tblFleetMix	LDT2	0.19	0.00
tblFleetMix	LHD1	0.02	0.00
tblFleetMix	LHD2	4.9810e-003	0.00
tblFleetMix	MCY	5.3630e-003	0.00
tblFleetMix	MDV	0.11	0.00
tblFleetMix	MH	7.8500e-004	0.00
tblFleetMix	MHD	0.01	0.00
tblFleetMix	OBUS	2.0830e-003	0.00
tblFleetMix	SBUS	6.2000e-004	0.00
tblFleetMix	UBUS	1.5710e-003	0.00
tblGrading	AcresOfGrading	43.00	0.26
tblOffRoadEquipment	HorsePower	9.00	200.00
tblOffRoadEquipment	HorsePower	132.00	174.00
tblOffRoadEquipment	HorsePower	8.00	15.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	4.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	PhaseName		Paving
tblOffRoadEquipment	PhaseName		Grading

tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	PhaseName		Paving
tblOffRoadEquipment	PhaseName		Paving
tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	UsageHours	6.00	8.00
tblTripsAndVMT	HaulingTripNumber	0.00	40.00
tblTripsAndVMT	HaulingVehicleClass		HHDT
tblTripsAndVMT	VendorTripLength	7.30	10.00
tblTripsAndVMT	VendorTripNumber	0.00	10.00
tblTripsAndVMT	WorkerTripLength	10.80	20.00
tblTripsAndVMT	WorkerTripNumber	10.00	40.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2018	0.0938	0.9169	0.7265	1.5900e-003	0.0323	0.0394	0.0718	8.6700e-003	0.0373	0.0460	0.0000	142.7954	142.7954	0.0271	0.0000	143.4719
Maximum	0.0938	0.9169	0.7265	1.5900e-003	0.0323	0.0394	0.0718	8.6700e-003	0.0373	0.0460	0.0000	142.7954	142.7954	0.0271	0.0000	143.4719

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2018	0.0938	0.9169	0.7265	1.5900e-003	0.0323	0.0394	0.0718	8.6700e-003	0.0373	0.0460	0.0000	142.7953	142.7953	0.0271	0.0000	143.4718
Maximum	0.0938	0.9169	0.7265	1.5900e-003	0.0323	0.0394	0.0718	8.6700e-003	0.0373	0.0460	0.0000	142.7953	142.7953	0.0271	0.0000	143.4718

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	6-1-2018	8-31-2018	0.7701	0.7701
2	9-1-2018	9-30-2018	0.2330	0.2330
		Highest	0.7701	0.7701

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	7.5000e-004	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	7.5000e-004	0.0000	1.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	7.5000e-004	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	7.5000e-004	0.0000	1.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Truck Hauling	Site Preparation	6/1/2018	6/1/2018	5	1	
2	Grading	Grading	6/1/2018	9/28/2018	5	86	
3	Paving	Paving	6/1/2018	9/28/2018	5	86	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0.26

Acres of Paving: 0.26

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Grading	Excavators	1	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Skid Steer Loaders	1	8.00	65	0.37
Paving	Cement and Mortar Mixers	1	8.00	200	0.56
Paving	Concrete/Industrial Saws	1	8.00	81	0.73
Paving	Paving Equipment	1	8.00	174	0.36
Paving	Plate Compactors	1	8.00	15	0.43

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Truck Hauling	0		0.00	40.00	10.80	7.30	20.00			HHDT
Grading	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	4	40.00	10.00	0.00	20.00	10.00	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Truck Hauling - 2018

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9000e-004	6.5600e-003	1.2700e-003	2.0000e-005	3.4000e-004	3.0000e-005	3.7000e-004	9.0000e-005	3.0000e-005	1.2000e-004	0.0000	1.5566	1.5566	7.0000e-005	0.0000	1.5584
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	1.9000e-004	6.5600e-003	1.2700e-003	2.0000e-005	3.4000e-004	3.0000e-005	3.7000e-004	9.0000e-005	3.0000e-005	1.2000e-004	0.0000	1.5566	1.5566	7.0000e-005	0.0000	1.5584

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9000e-004	6.5600e-003	1.2700e-003	2.0000e-005	3.4000e-004	3.0000e-005	3.7000e-004	9.0000e-005	3.0000e-005	1.2000e-004	0.0000	1.5566	1.5566	7.0000e-005	0.0000	1.5584
Vendor					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker					0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	1.9000e-004	6.5600e-003	1.2700e-003	2.0000e-005	3.4000e-004	3.0000e-005	3.7000e-004	9.0000e-005	3.0000e-005	1.2000e-004	0.0000	1.5566	1.5566	7.0000e-005	0.0000	1.5584

3.3 Grading - 2018

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.4000e-004	0.0000	1.4000e-004	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0387	0.4918	0.2831	6.0000e-004		0.0190	0.0190		0.0175	0.0175	0.0000	54.5112	54.5112	0.0170	0.0000	54.9355
Total	0.0387	0.4918	0.2831	6.0000e-004	1.4000e-004	0.0190	0.0191	1.0000e-005	0.0175	0.0175	0.0000	54.5112	54.5112	0.0170	0.0000	54.9355

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.3800e-003	1.0600e-003	0.0109	3.0000e-005	2.7300e-003	2.0000e-005	2.7500e-003	7.3000e-004	2.0000e-005	7.4000e-004	0.0000	2.4892	2.4892	7.0000e-005	0.0000	2.4910
Total	1.3800e-003	1.0600e-003	0.0109	3.0000e-005	2.7300e-003	2.0000e-005	2.7500e-003	7.3000e-004	2.0000e-005	7.4000e-004	0.0000	2.4892	2.4892	7.0000e-005	0.0000	2.4910

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.4000e-004	0.0000	1.4000e-004	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0387	0.4918	0.2831	6.0000e-004		0.0190	0.0190		0.0175	0.0175	0.0000	54.5112	54.5112	0.0170	0.0000	54.9354
Total	0.0387	0.4918	0.2831	6.0000e-004	1.4000e-004	0.0190	0.0191	1.0000e-005	0.0175	0.0175	0.0000	54.5112	54.5112	0.0170	0.0000	54.9354

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.3800e-003	1.0600e-003	0.0109	3.0000e-005	2.7300e-003	2.0000e-005	2.7500e-003	7.3000e-004	2.0000e-005	7.4000e-004	0.0000	2.4892	2.4892	7.0000e-005	0.0000	2.4910
Total	1.3800e-003	1.0600e-003	0.0109	3.0000e-005	2.7300e-003	2.0000e-005	2.7500e-003	7.3000e-004	2.0000e-005	7.4000e-004	0.0000	2.4892	2.4892	7.0000e-005	0.0000	2.4910

3.4 Paving - 2018

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0390	0.3393	0.3209	5.4000e-004		0.0197	0.0197		0.0191	0.0191	0.0000	46.7239	46.7239	8.6200e-003	0.0000	46.9393
Paving	3.4000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0394	0.3393	0.3209	5.4000e-004		0.0197	0.0197		0.0191	0.0191	0.0000	46.7239	46.7239	8.6200e-003	0.0000	46.9393

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.9200e-003	0.0689	0.0188	1.5000e-004	3.8700e-003	6.2000e-004	4.4900e-003	1.1200e-003	6.0000e-004	1.7200e-003	0.0000	14.7798	14.7798	6.8000e-004	0.0000	14.7966
Worker	0.0112	9.2300e-003	0.0917	2.5000e-004	0.0253	1.6000e-004	0.0254	6.7100e-003	1.5000e-004	6.8600e-003	0.0000	22.7348	22.7348	6.5000e-004	0.0000	22.7510
Total	0.0141	0.0782	0.1105	4.0000e-004	0.0291	7.8000e-004	0.0299	7.8300e-003	7.5000e-004	8.5800e-003	0.0000	37.5145	37.5145	1.3300e-003	0.0000	37.5476

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0390	0.3393	0.3209	5.4000e-004		0.0197	0.0197		0.0191	0.0191	0.0000	46.7239	46.7239	8.6200e-003	0.0000	46.9393
Paving	3.4000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0394	0.3393	0.3209	5.4000e-004		0.0197	0.0197		0.0191	0.0191	0.0000	46.7239	46.7239	8.6200e-003	0.0000	46.9393

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.9200e-003	0.0689	0.0188	1.5000e-004	3.8700e-003	6.2000e-004	4.4900e-003	1.1200e-003	6.0000e-004	1.7200e-003	0.0000	14.7798	14.7798	6.8000e-004	0.0000	14.7966
Worker	0.0112	9.2300e-003	0.0917	2.5000e-004	0.0253	1.6000e-004	0.0254	6.7100e-003	1.5000e-004	6.8600e-003	0.0000	22.7348	22.7348	6.5000e-004	0.0000	22.7510
Total	0.0141	0.0782	0.1105	4.0000e-004	0.0291	7.8000e-004	0.0299	7.8300e-003	7.5000e-004	8.5800e-003	0.0000	37.5145	37.5145	1.3300e-003	0.0000	37.5476

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Other Asphalt Surfaces	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Other Asphalt Surfaces	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Other Asphalt Surfaces	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	7.5000e-004	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004
Unmitigated	7.5000e-004	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	7.4000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.0000e-005	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004
Total	7.5000e-004	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	7.4000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.0000e-005	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004
Total	7.5000e-004	0.0000	1.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	2.1000e-004	2.1000e-004	0.0000	0.0000	2.2000e-004

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation



City of Sunnyvale

Agenda Item

17-1187

Agenda Date: 2/6/2018

REPORT TO COUNCIL

SUBJECT

Reject Proposals for Emergency Operations Center Site Analysis and Feasibility Study (F18-141)

REPORT IN BRIEF

Approval is requested to reject both proposals received in response to Request for Proposals (RFP) F18-141 for Professional Consultant Services for Emergency Operations Center Site Analysis and Feasibility Study for the Department of Public Works.

EXISTING POLICY

Pursuant to Chapter 2.08.140(b) of the Sunnyvale Municipal Code, City Council approval is required to reject proposals received in response to formal competitive solicitations.

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.

BACKGROUND AND DISCUSSION

The City currently does not have a dedicated Emergency Operations Center (EOC). In case of emergencies. A training room located in the Public Safety Building is converted to a temporary EOC.

Project PR-17-11 was developed by Public Works for Public Safety to provide an EOC Site Analysis and Feasibility Study of two proposed locations: 1) a modular office building to be located on the City Hall campus parking lot; or 2) renovating a City-owned building at 101 W. Olive Ave in Sunnyvale.

RFP F18-141 was issued on November 22, 2017 to solicit proposals from professional consultants to conduct the Emergency Operations Center Site Analysis and Feasibility Study. This RFP was directly emailed to known consultants that could provide this service and broadcasted to other potential proposers through the City's procurement website. Two proposals were received, with one being over \$100,000.

After receiving proposals, the Director of Public Safety and the City Manager deferred the analysis and feasibility study following decisions made on the new Civic Center master plan phasing which includes a dedicated EOC room as part of the expansion of the Public Safety Building. Therefore, consultant support services through this RFP are no longer necessary. In accordance with Sunnyvale Municipal Code Chapter 2.08.140(b), staff is recommending the City Council reject proposals received in response to the formal competitive solicitation.

FISCAL IMPACT

There is no fiscal impact from this action.

PUBLIC CONTACT

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

RECOMMENDATION

Reject both proposals received in response to Request for Proposals (RFP) F18-141.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Wayne Tanda, Interim Director of Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager



City of Sunnyvale

Agenda Item

17-1203

Agenda Date: 2/6/2018

REPORT TO COUNCIL

SUBJECT

Authorize Amending an Existing Contract for the Preliminary Design and Environmental Clearance of the Bernardo Undercrossing Project (F17-075) and Approve a Cost Sharing Agreement with the City of Mountain View and a Service Agreement with the Peninsula Corridor Joint Powers Board Regarding the Project and Approval of Budget Modification No. 38

REPORT IN BRIEF

Approval is requested to amend an existing contract with WMH Corporation to increase the contract amount from \$586,577 to \$1,051,721 for implementation of additional professional services, approve an increase in contingency from \$46,334 to \$92,848, and approval of Budget Modification No. 38 in the net amount of \$532,158. Approval is also being requested for a Cost Sharing Agreement with the City of Mountain View and a Service Agreement with the Peninsula Corridor Joint Powers Board Regarding the Project.

EXISTING POLICY

Pursuant to Section 2.08.040(d) of the Sunnyvale Municipal Code, City Council approval is required for transactions exceeding \$100,000.

Pursuant to Sunnyvale Charter Section 1305, at any meetings after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

ENVIRONMENTAL REVIEW

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

BACKGROUND AND DISCUSSION

In July 2017, the City Council approved the award of contract to WMH Corporation in the amount of \$586,577 (RTC No. 17-0622).

The award amount was based on preliminary design and environmental clearance for a bicycle/pedestrian undercrossing beneath the railroad tracks at Bernardo Avenue (Attachment 1). Prior to developing the RFP, scoping meetings were held with other public agencies including the City of Mountain View, Santa Clara County (Roads and Airports Division), and Peninsula Corridor Joint Powers Board (JPB), which is the governing body for the [Caltrain](http://www.bayrailalliance.org/caltrain) Peninsula commuter rail transit service between San

Francisco, San Jose and Gilroy. At these scoping meetings, staff noted the potential to span Central Expressway and the Caltrain railroad. The shorter undercrossing (with at-grade crossing improvements across Central Expressway) was ultimately proposed because it was unclear if a longer configuration could attract sufficient users to mitigate possible security issues. City staff planned to design the undercrossing in a manner that would allow for a future extension across the Expressway.

Since the scoping discussions, the City of Mountain View has developed a Draft East Whisman Precise Plan. This Plan affects properties directly adjacent to Bernardo Avenue north of Central Expressway. The Draft Plan now predicts a substantial increase in development, including housing development, just north of the proposed undercrossing. Higher development rates in East Whisman would provide immediate demand for the longer facility, and the longer facility would also allow safer non-motorized movements across the expressway. In conjunction with this recommendation, the City of Mountain View offered to fund the additional cost to expand the preliminary design and environmental clearance to cover the extension. They also indicated their intention to act as a project partner in future efforts to obtain competitive Measure B Pedestrian/Bike Program funds for the undercrossing facility.

Traffic congestion along Central Expressway is also an increasing concern for the Santa Clara Roads and Airports Division. At an inter-agency meeting on the project, County staff indicated that their heightened preference for extending the undercrossing across Central Expressway. County staff indicated that they would be willing to act as a project partner by allowing the use of their property (between Mary Manor, Central Expressway and the Caltrain railroad) to maximize the visibility and attractiveness of the undercrossing, and by helping obtain Measure B funds for project construction.

The longer facility would likely be designed as two separate undercrossing structures beneath Caltrain and Central Expressway. The northern and southern undercrossing structures would meet at a landscaped plaza within an open park-like setting located on the County's property west of Mary Manor. This landscaped plaza would also provide connections for more advanced bikers to and from expressway bike shoulders. The northern entrance in East Whisman would open to a second sunken plaza to be designated near the corner of Bernardo and Central Expressway.

The proposed amendment to the WMH Corporation agreement (Attachment 2) includes two sets of project plans to allow for project construction in either two phases (with the railroad portion covered under the original scope) or as a single project that goes across both the Caltrain and expressway rights-of-way. This provides flexibility in case of funding uncertainty.

Considering the increased utility of a longer facility, the opportunity to use Mountain View funds, and the potential partnerships in funding efforts, staff requested an expanded scope and budget from WMH Corporation. The amended scope includes combined Sunnyvale / Mountain View Bicycle and Pedestrian Advisory Committee meetings, combined Sunnyvale / Mountain View community meetings, and additional Mountain View City Council meetings. The cross-border approach better reflects the needs and interests of both Sunnyvale and Mountain View community members because residents and commuters regularly travel across jurisdictional borders and this project addresses a network gap at the border.

The amended scope and additional contingency is associated with an additional budget of \$511,658. On December 12, 2017, Mountain View City Council approved a Cost Sharing Agreement

(Attachment 3) that provides \$521,783 to cover the First Amendment of the WMH Agreement (\$465,144), a 10% contingency for these services (\$46,514), and a 50% contribution to the JPB Service Agreement (\$10,125). The City of Sunnyvale is required to enter into a Service Agreement with the JPB (Attachment 4) at a cost of \$20,500 for engineering input. The amount of \$10,375 is being appropriated for these engineering services and permit application fees.

In addition to providing a more robust and integrated design that takes advantage emerging opportunities in East Whisman, designing the project as a longer undercrossing will result in costs savings relative to a two-stage process.

FISCAL IMPACT

Budget Modification No. 38 will be funded by a payment of \$521,783 by the City of Mountain View in addition to \$10,375 from Traffic Impact Fees (TIF). This amount of \$521,783 includes the increased amount for the contract plus Mountain View's contribution to the JPB Third Party Agreement. Payments related to the First Amendment would be invoiced to the City of Mountain View.

Budget Modification No. 38 FY 2017/18

	Current	Increase/ (Decrease)	Revised
Capital Projects Fund/General Assets Sub-Fund			
<u>Revenue</u>			
Revenue from City of Mountain View (Project 832910-Bernardo Avenue Bicycle Undercrossing Environmental Analysis)	\$0	\$521,783	\$521,783
<u>Transfers In</u>			
Transfer from the Capital Projects Fund/Traffic Impact Fee Sub-Fund (Project 832910 Bernardo Avenue Bicycle Undercrossing Environmental Analysis)	\$632,911	\$10,375	\$643,286
<u>Expenditures</u>			
Project 832910-Bernardo Avenue Bicycle Undercrossing Environmental Analysis	\$632,911	\$532,158	\$1,165,069

**Capital Projects Fund/Traffic
Impact Fee Sub-Fund**
Transfers Out

Transfer to the Capital Projects Fund/General Assets Sub-Fund (Project 832910 Bernardo Avenue Bicycle Undercrossing Environmental Analysis)	\$632,911	\$10,375	\$643,286
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Reserves

Capital Reserve	\$19,391,745	(\$10,375)	\$19,381,370
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PUBLIC CONTACT

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

RECOMMENDATION

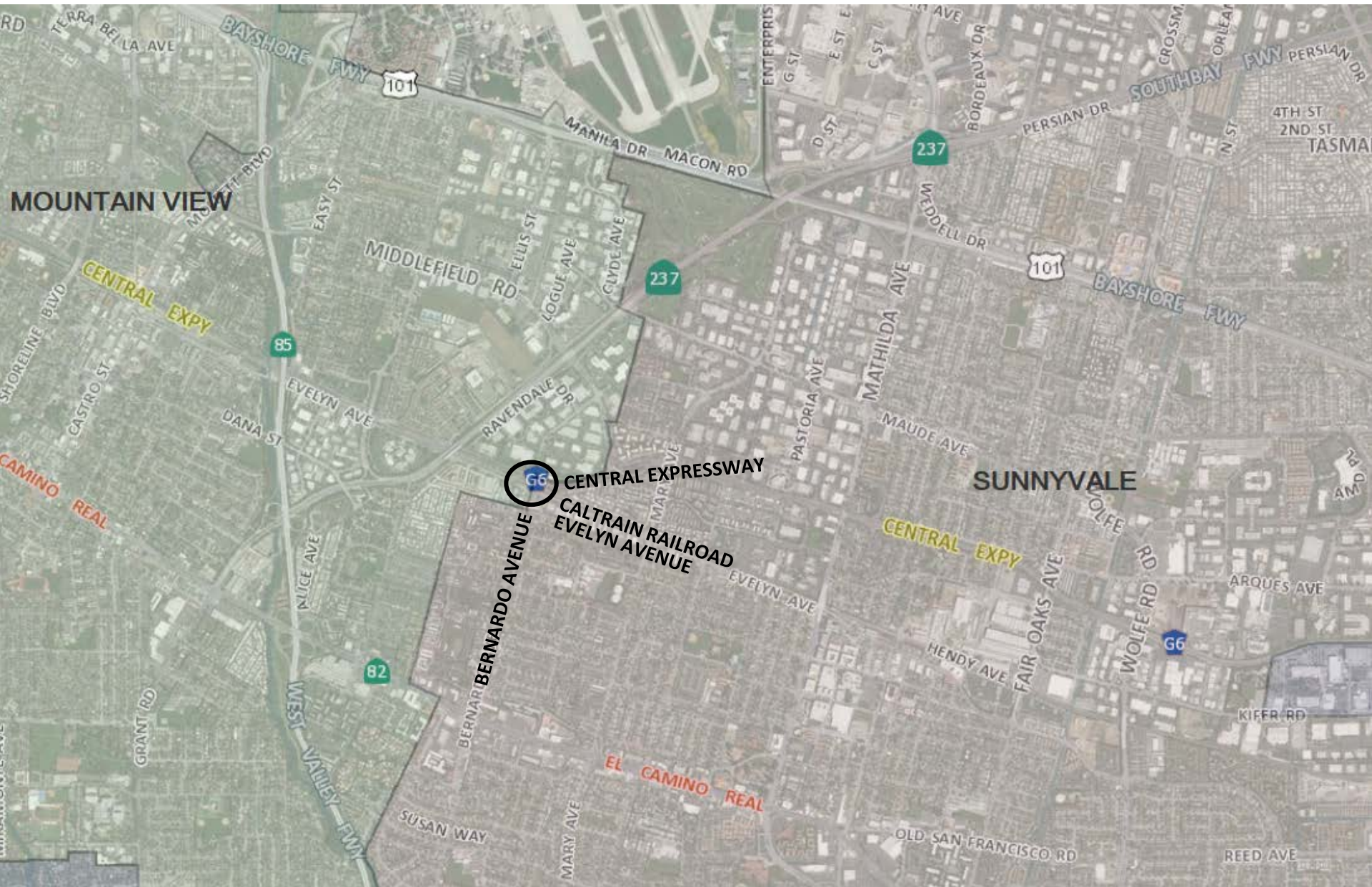
1) Authorize the City Manager to execute a first amendment, in substantially the same form as Attachment 1 to the report, to increase the not to exceed contract amount for the existing consultant services agreement with WMH Corporation from \$586,577 to \$1,051,721, 2) approve a 8.8% contingency in the amount of \$92,848, 3) authorize the City Manager to execute a Cost Sharing Agreement with the City of Mountain View regarding the Project, 4) authorize the City Manager to execute a Service Agreement with the Peninsula Corridor Joint Powers Board in the amount of \$20,500, and 5) approve a Budget Modification No. 38 in the amount of \$532,158 to fund the contract, recognize revenue from the City of Mountain View, and fund the balance of the Peninsula Corridor Joint Powers Board Service Agreement.

Prepared by: Gregory S. Card, Purchasing Officer
Reviewed by: Timothy J. Kirby, Director of Finance
Reviewed by: Wayne Tanda, Interim Director of Public Works
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

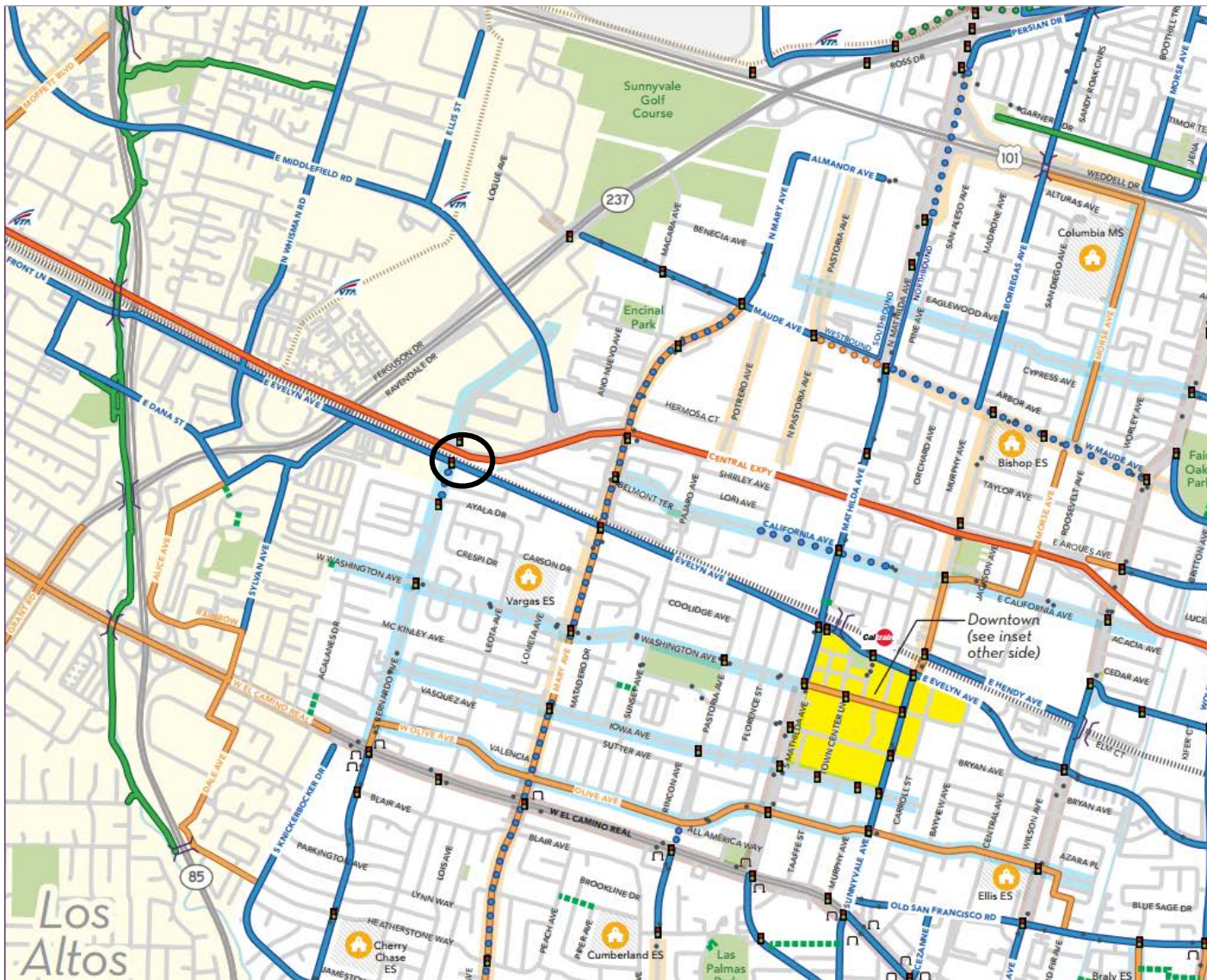
ATTACHMENTS

1. Undercrossing Concept under Original Contract and Amendment 1
2. Draft First Amendment with WMH Corporation
3. Draft Cost Sharing Agreement with City of Mountain View
4. Draft Service Agreement with the Peninsula Corridor Joint Powers Board

Bernardo Avenue Undercrossing Location Map



Bernardo Undercrossing Location within the Bicycle Network



LEGEND

Bikeways

Existing / Planned

..... Class I Unpaved

..... Class I Paved

Off-street trails, either paved or unpaved

..... Class II

On-street bike lane facilities that separate bicycles from vehicle traffic by paint

..... Class III
These routes do not provide any separation from vehicle traffic as bicycles may use the full lane when riding.

Expressways*

Public Access Path
Paths are small pathways or openings in walls or fences that often connect two neighborhoods by providing a more direct route for bicycle and pedestrians.

Bike/Ped Bridge

Bike Parking

Transit Rail Line

VTA Station

Caltrain Station

Transit Stop

Traffic Signal

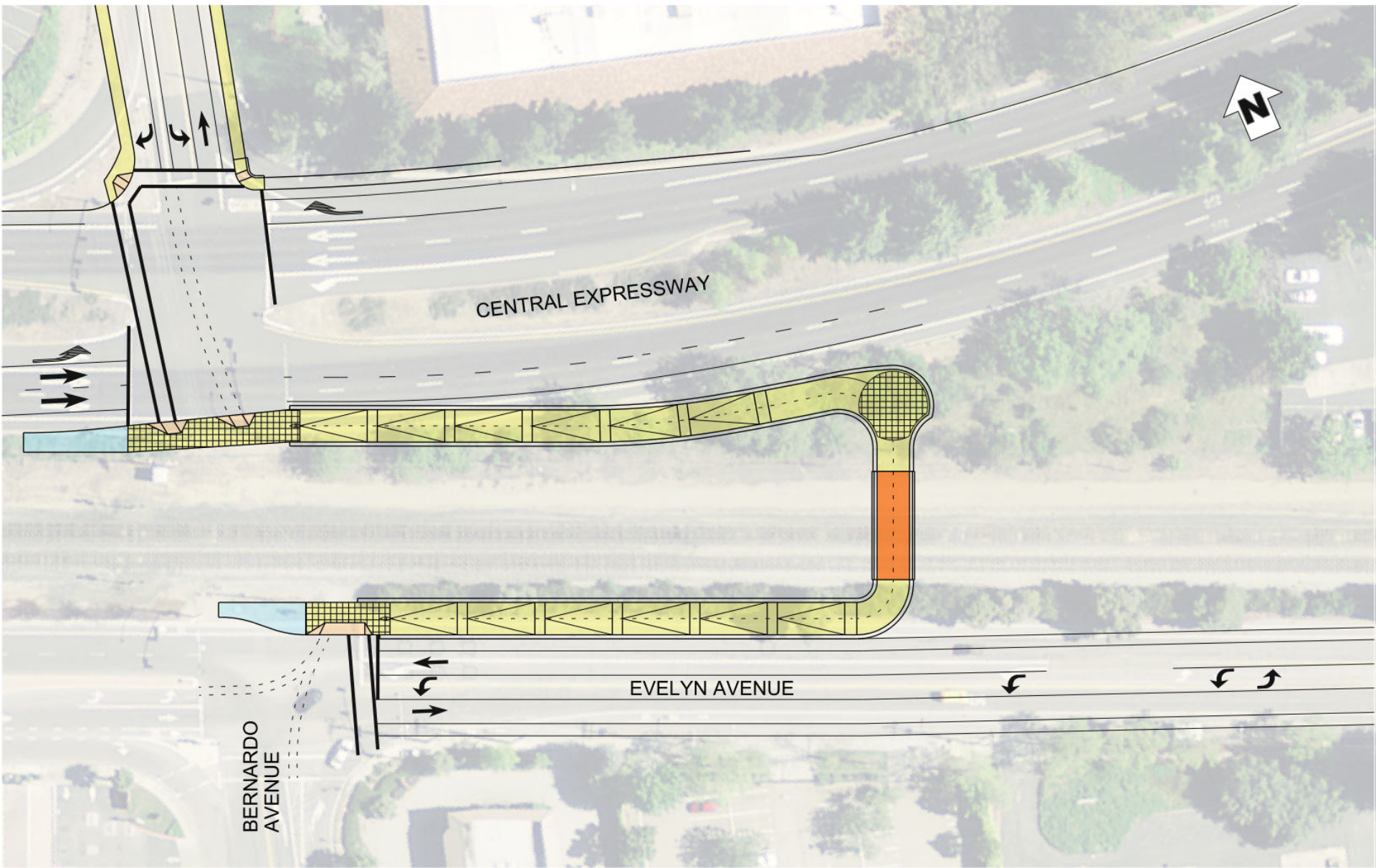
School

*Bicycles are permitted on all county expressways. The expressways generally carry high volumes of traffic at high speeds. Bicyclists are therefore advised to exercise caution. Although there are bicycle lanes on some of the expressways, the expressways should only be used by bicyclists with advanced skills.

Image:Sunnyvale Bike Map 2017

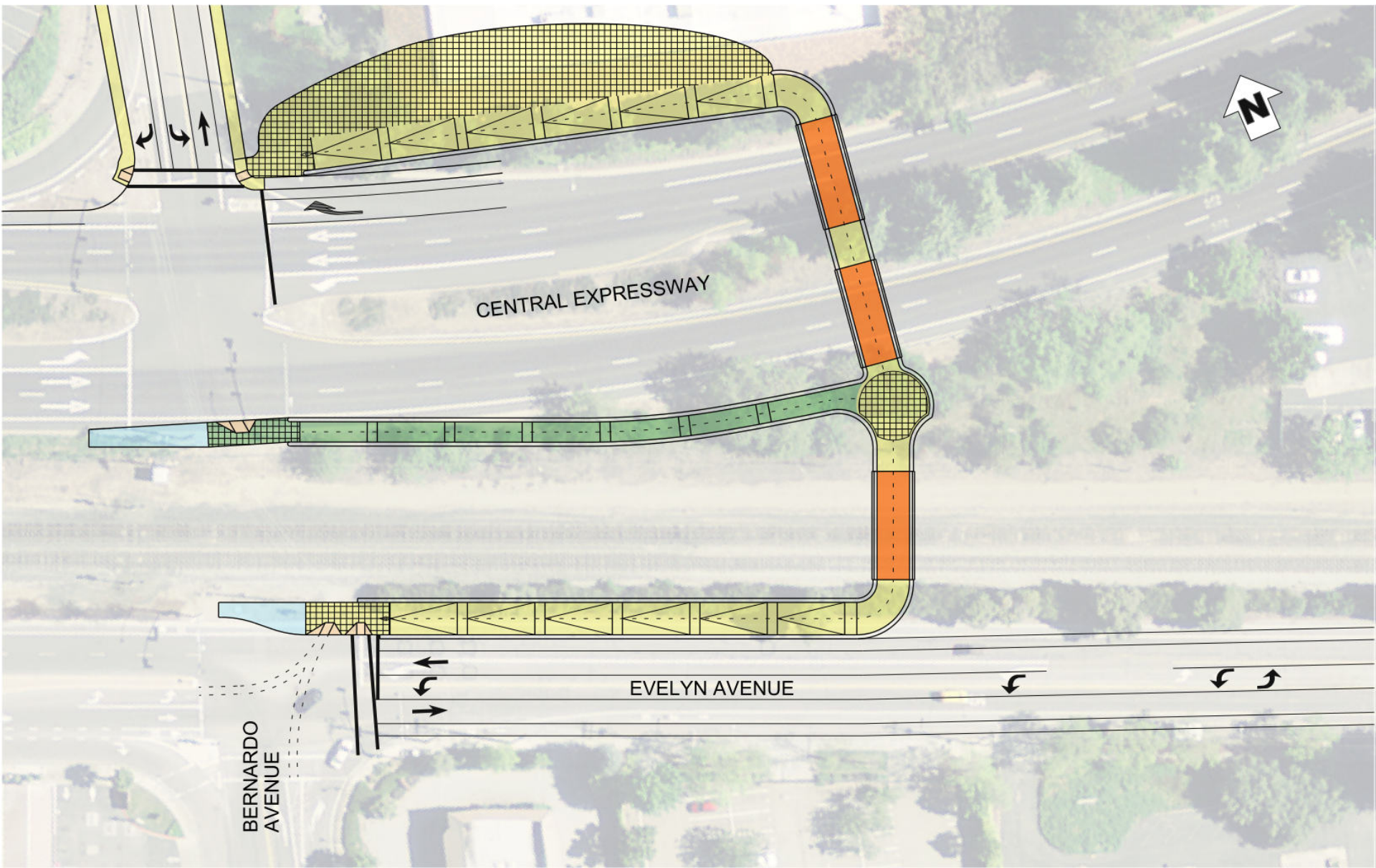
Bernardo Undercrossing under the Original Contract

(Preliminary Concept Drawing Subject to Change)



Bernardo Undercrossing under Amendment 1

(Preliminary Concept Drawing Subject to Change)



**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN
CITY OF SUNNYVALE AND WMH CORPORATION FOR
BERNARDO AVENUE UNDERCROSSING
PRELIMINARY DESIGN AND ENVIRONMENTAL REVIEW**

This First Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and WMH CORPORATION a California corporation. ("CONSULTANT").

WHEREAS, on July 24, 2017, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for preliminary design, preparation of environmental review documents, and related services for a project known as Bernardo Undercrossing Preliminary Design and Environmental Review Project; and

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

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

1. Services by CONSULTANT

[Replace the first sentence with the following]:

CONSULTANT shall provide services in accordance with Exhibit "A-1" entitled "Scope of Work – with Amendment 1."

2. Time for Performance

[Replace the second sentence with the following]:

CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A-1".

4. Payment of Fees and Expenses for Core Services and Additional Alternative

[Replace the first paragraph this section with the following]:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B-1" entitled "Compensation Schedule with Amendment 1." All compensation will be based on monthly billings as provided in Exhibit "B-1." 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-1" for each phase, and shall include base services as identified in Exhibit "A" in an amount not-to-exceed Five Hundred Sixty Nine Thousand Seven Hundred Thirty Seven and No/Dollars (\$569,737.00), for the duration of the contract; optional services in an amount not-to-exceed Sixteen Thousand Eight Hundred Forty and No/Dollars (\$16,840.00) for the duration of the contract; and Amendment 1 services as identified in Exhibit "A-1" in an amount not-to-exceed Four Hundred Sixty Five Thousand One Hundred Forty Four Dollars (\$465,144) for the duration of the contract. In no event

shall the total amount of compensation payable under this agreement exceed the sum of One Million Fifty One Thousand Seven Hundred Twenty One Dollar (\$1,051,721) 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.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

WMH CORPORATION ("CONSULTANT")

By _____
City Attorney

By _____

Name / Title

By _____

Name / Title

EXHIBIT "A-1"
Scope of Work
with Amendment No. 1 for
Bernardo Undercrossing Preliminary Design and Environmental Review

Background

The Bernardo Undercrossing Project will provide a pedestrian and bicycle crossing beneath the Caltrain railroad tracks and the adjacent Central Expressway along Bernardo Avenue. The tunnel would provide a safe and attractive non-motorized transportation crossing approximately half a mile north of the more challenging at-grade crossing of the Caltrain line at Mary Avenue.



FIGURE 1: STUDY AREA

This connection would fill a critical gap in both the local and regional bicycle networks by providing safe and convenient access between Sunnyvale neighborhoods and employment destinations to the north. It would also help to connect east-west routes along Middlefield Road in Mountain View and California Avenue in Sunnyvale. By enhancing pedestrian and bicycle connectivity, the Bernardo Undercrossing Project contributes to achievement of General Plan policies from the cities of Sunnyvale and Mountain View related to reducing traffic congestion, enhancing transportation safety, providing alternatives to driving, and increasing the bicycle and pedestrian mode share.⁴

The City of Sunnyvale has undertaken a cursory assessment of bicycle undercrossing facilities in Santa Clara County and has identified potential design criteria (“VIVID”) associated with successful facilities:

- *Visibility:* avoid blind corners and hidden spaces with no eyes on the street
- *Inclusion:* ensure ADA accessibility and sufficient width for pedestrians and bicyclists
- *Vistas:* provide intrinsic wayfinding and orient entrances to wider networks and land uses

¹ <https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23980>; LT-4.8d, LT-4.9a, LT-4.3c, LT-5.1e, LT-4.9b, LT-4.13e, LT-5.1g, LT-5.5a, LT-5.5d, LT-5.5e, LT-5.9City of Mountain View General Plan Policies LUD-8.1, LUD-8-2, LUD-8.3, LUD-8.4, LUD-9.3, LUD-17.3, LUD-19.3, MOB-1.3, MOB-3.1, MOB-3.2, MOB-3.3, MOB-4.1, MOB-4.2, MOB-6.1, MOB-6.2, MOB-9.2, MOB-9.3, MOB-10.3, MOB-11.3, POS-6.1, POS-6.2, <http://www.mountainview.gov/civicax/filebank/blobdload.aspx?blobid=10702>

- *Identity: design the undercrossing as a public space and gateway element*
- *Directness: avoid out-of-direction travel within the undercrossing and along approaches*

In reflection of changes in understanding of good pedestrian and bicycle design as well as standards and conditions along the Caltrain corridor, the City of Sunnyvale would be interested in reconsidering the undercrossing design relative to the 2004 Feasibility Study. The undercrossing design should meet current Caltrain standards and maximize the potential success of the project in attracting non-motorized transportation users, enhancing area vitality, and contributing to placemaking.

Description

The City of Sunnyvale ~~(City)~~, the City of Mountain View, Santa Clara County Roads and Airports, Caltrain and the VTA have met to discuss the proposed study and its limits. ~~All Staff from all agencies agree that continuing the undercrossing to the north across the Central Expressway would create-is seeking development of~~ a safer, more attractive, and efficient project that can be supported by all users design, as well as environmental review of t The Bernardo Undercrossing Project. *The project scope includes the environmental review and conceptual design of ~~the~~ undercrossings, ~~itself~~ as well as making recommended improvements to the approach conditions utilizing complete streets design within ~~at least~~approximately a 400-foot radius of the undercrossing entrances.*

~~In light of the available budget and likely environmental clearance requirements, the level of design (City would like to achieve 30% design level) and environmental clearance (initial study and appropriate environmental clearance) is specified below~~This scope amendment is intended to incorporate the additional tasks, activities, and durations that are anticipated for the extension of the study across the Central Expressway. It is assumed that the additional scope increase will be combined with the current project and managed by the City Project Manager, who is employed by the City of Sunnyvale and will work closely with other agency stakeholders.

The following elements are included as part of this scope of work:

Task 1: Project initiation and Management

Project management includes project kickoff, regular update meetings, frequent communications with the City Project Manager, hosting of a file sharing site or ftp site for the project duration, validation of key results, and quality control of all work products. Regular update meetings will include up to three in-person meetings with staff from various Divisions within the ~~City~~cities of Sunnyvale and Mountain View.

For Task 1, the scope for Amendment No. 1 does not require any additional sub-tasks. However, the level of effort to complete each sub-task is increased by the added complexity of the coordination and the assumed three month addition to the schedule required to reach consensus on the preferred alternative discussed in Task 5.

PROJECT KICKOFF

As an early activity, the WMH Team will prepare for (utilizing existing data and available mapping), facilitate, attend and document a working session kick-off meeting with the City and other stakeholders to define the overall project study limits and agree upon the project purpose and need. At this time, the WMH Team will provide the City with a data request with suggested dates for delivery of each data request item.

CLIENT COMMUNICATION AND COORDINATION

In conjunction with the City Project Manager, the WMH Team will prepare for, schedule, and conduct 3 meetings in-person with staff from various Divisions within the [City-cities of Sunnyvale and Mountain View](#) to address and resolve specific project issues and promote consensus building between the various entities. Additionally, technical briefings with City Project Manager will be conducted bi-weekly (24 meetings) via informal phone conferences and/ or in person to provide regular updates on project progress. [Amendment No.1 adds three meetings in-person with stakeholders and six bi-weekly technical briefings.](#)

FILE SHARING

WMH will establish and maintain an external project ftp site for document sharing with the WMH Team, [the City Project Manager](#), and approved stakeholders. Documentation collected, developed, and received during project development will be stored on the ftp site using the WMH project filing system. [Amendment No.1 changes the project FTP site discussed above to a commercially hosted Microsoft One Drive site.](#)

SCOPE, SCHEDULE, AND BUDGET CONTROLS

WMH will work closely with the City Project Manager to ensure that each of the project's goals, objectives and critical issues are clearly identified and consistent with the documented scope. Any potential project changes will be reported to the City [Project Manager](#), including impacts to scope, schedule and cost, and any changes to the agreed will not be made without [City approval from the City Project Manager](#).

WMH will develop and maintain a critical path method (CPM) schedule, listing all major activities and their durations, utilizing *MS Project* software and submit for City of Sunnyvale's concurrence. Tasks will be linked logically and will be sufficiently detailed to allow them to be monitored by physical percent complete. Completion of tasks and submittal of deliverables are developed to occur in a logical sequence and controlled by the base schedule. Necessary resources will be assigned and team members will be made aware of task durations and submittal dates in advance of a specific task being initiated. Reviewers will be made aware when submittals are scheduled so their time can be allotted for reviews. The CPM schedule will be updated on a monthly basis for discussion with the City Project Manager. [The additional three month duration, design alternative development and increased coordination for Amendment No.1 increases the CPM's level of complexity and add three monthly updates.](#)

Project budget control will be accomplished by utilizing the WMH cost accounting system which has been customized to allow for the weekly transfer of spent cost directly into WMH's web-based project manager reporting system. This allows for the ability to obtain detailed reports on the financial status of the project on a weekly basis. Budget control reporting to the City Project Manager will be implemented through the invoicing process to provide current cost information and progress on deliverables and services performed. Detailed progress reports are included to relay information on project expenditures. Invoices and progress reports will be submitted on a monthly basis. [The additional three months for Amendment No.1 adds three monthly invoices and progress reports.](#)

QUALITY CONTROL

WMH will develop a Project Quality Control Plan (PQCP) to assure the procedures are applied on all aspects of project work and deliverables. The PQCP establishes a process for checking, correcting, and back-checking design calculations, plan sheets, quantity take-offs, estimates, specifications, and reports. The PQCP will include appropriate "check lists" that assure product quality and the validation of key results.

TASK 1 - DELIVERABLES

- Project Kick-off Exhibits (3 Large Plots)
- Data Request Log
- Meeting Agendas and Summaries

- Project [FTP-One Drive](#) Site
- CPM Schedule
- Monthly Invoices and Progress Reports
- [Project Quality Control Plan](#)

Task 2: Document Review & Existing Conditions Analysis

Existing conditions analysis includes analysis of multimodal transportation conditions, context, and utilities within the study area, as well as review of all relevant policies and requirements associated with the project including the General Plan and VTA Countywide Bicycle Plan. As part of this effort, multimodal traffic counts will be conducted at a number of intersections including Central Expressway/Bernardo Avenue.

In addition, the existing conditions analysis includes non-motorized transportation counts and a brief user satisfaction survey at other pedestrian/bicycle undercrossings in Santa Clara County.

For Task 2, the scope for Amendment No. 1 does not require any additional sub-tasks. However, the level of effort to complete each sub-task is increased by the added study area and physical crossing of the Central Expressway.

EXISTING CONDITIONS REVIEW

The WMH Team will obtain Sunnyvale, Caltrain, Mountain View, and County Access Encroachment Permits to conduct site investigations, take photographic records, and verify topographic mapping features.

The WMH Team will obtain and review available data and create an electronic project basemap for use in the Preliminary Design Development Task below. Information may be obtained from Sunnyvale, Caltrain, Mountain View, County, other government agencies or organizations, or private utility owners. Data to be reviewed includes:

- As-built plans
- Details of planned development projects affecting the project area
- Previous report(s) or documents related to the study area and adjacent projects
- Right-of-way/ Easement records
- Traffic and Accident Data
- Existing Utility information
- Aerial photos and digitized topography from 2015 Caltrain planimetric mapping
- Survey control data

POLICY/ DOCUMENT REVIEW

The WMH Team will perform a review of all relevant policies and requirements associated with the project including the General Plan, 2017 Land Use and Transportation Element (LUTE), and VTA Countywide Bicycle Plan.

PRELIMINARY DESIGN SURVEYS (TASK 2A)

RSE will review the 2015 Caltrain planimetric (aerial photography and topographic mapping) mapping for accuracy and completeness, and supplement with limited topographical field survey data needed to complete conceptual design of the project. Preliminary design surveys are anticipated to locate key details (e.g. drainage facilities, positive utility markout locations, sign structures, and rail features). [Amendment No.1 requires additional surveys for the increased study area and physical crossing of the Central Expressway.](#)

UTILITY AND RIGHT-OF-WAY REQUIREMENTS

WMH will assist the City of Sunnyvale in requesting existing utility information from utility owners within the project vicinity. Utilizing existing GIS data and hardcopy owner mapping, WMH will prepare basemaps of the existing utility facilities. WMH will perform field reviews to validate and adjust the utility facility mapping based on the actual field conditions. [Amendment No.1 requires additional utility notifications and mapping for the increased study area and physical crossing of the Central Expressway.](#)

WMH and RSE will review existing R/W maps and tax assessor data to identify affected and/or adjacent properties. Based on the available City data from both the City of Sunnyvale and the City of Mountain View, WMH will prepare a conceptual R/W cost. [Amendment No.1 requires additional data gathering and mapping for the increased study area, and formal determination of the "County" Parcel ownership and City Limit Line location.](#)

POSITIVE UTILITY LOCATING (TASK 2B)

Once the utility facility basemaps are validated, WMH will prepare a positive location plan that will be verified with the City Project Manager. Based on this plan, the field work, comprised of electronic locating (Ground Penetrating Radar (GPR) and tracing up to six feet in depth), will be conducted. (Note: Potholing and detailed field surveys to positively locate utilities will be performed in PS&E phase.) [Amendment No.1 requires additional utility field work and mapping for the increased study area and physical crossing of the Central Expressway.](#)

MULTI-MODAL TRAFFIC COUNTS

Parisi will conduct weekday 2-hour peak counts at Bernardo/Evelyn and Bernardo/Central Expressway. Parisi will also compile data into a level-of-service analysis for both locations in order to support the identification of feasible alternatives and define the primary design elements for further study. [Amendment No.1 requires additional data gathering for the increased study area and physical crossing of the Central Expressway.](#)

NON-MOTORIZED COUNTS/ USER SATISFACTION SURVEYS

Parisi will conduct non-motorized transportation counts, travel time assessments, and a brief user satisfaction survey at six similar pedestrian/bicycle undercrossings in Santa Clara County. Locations may include other railway undercrossings such as Homer Avenue undercrossing in Palo Alto, and roadway undercrossings such as the Stevens Creek Trail undercrossing at El Camino Real.

EXISTING CONDITIONS ANALYSIS

Parisi will utilize policy/ document review findings, multi-modal traffic counts taken at the project site, and the non-motorized transportation counts and user satisfaction surveys discussed above to perform an existing conditions analysis and document their findings in a memorandum. [Amendment No.1 requires additional traffic analysis for the increased study area and physical crossing of the Central Expressway.](#)

TASK 2 - DELIVERABLES

- Utility Basemapping
- Conceptual R/W Cost
- Existing Conditions Analysis Memorandum
- Preliminary Design Surveys (Task 2A)
- Positive Utility Locating (Task 2B)

Task 3: Community Engagement

Community engagement will occur throughout the course of the project. Specific engagement strategies will occur during existing conditions review, alternatives development, and

preferred design selection stages. Engagement processes will encourage participation by a diverse spectrum of the community including minority and low-income communities that may be affected by the project and may include innovative strategies such as attendance at existing community events and pop-up workshops. Community engagement will include at least three workshops (or rounds of pop-up workshops) plus an informational session with Sunnyvale BPAC.

For Task 3, the scope for Amendment No. 1 does not require any additional sub-tasks. However, the level of effort to complete each sub-task is increased by the added study area and the addition of the City of Mountain View and Santa Clara County Roads and Airports as key team members.

PUBLIC OUTREACH PLAN

In conjunction with the City Project Manager, the WMH Team will develop a Public Outreach Plan that outlines project goals, messages, tools and techniques, project protocols, an anticipated schedule for activities, and contact information. The addition of the two key team members for Amendment No.1 increases the Public Outreach Plan's level of complexity and requires additional meetings.

PUBLIC OUTREACH MEETINGS AND PUBLIC HEARINGS

For formal Public Outreach Meetings, which are assumed to be held at City facilities and presented by the City Project Manager, the WMH team will assist the City Project Manager in creating the agenda and format, prepare presentation and meeting materials, facilitate the meeting, and write a summary (summarizing attendance, questions, and public input received at the workshop or via e-mail). For informal Public Meetings, City Project Manager will utilize previously prepared materials to discuss the project with the public, the WMH Team will assist with documentation of the events. Activities related to public outreach meetings and public hearings are as follows:

Round 1: Initial Input

- Prepare for, facilitate, attend and document (WMH, APEX, and Parisi) a formal Public Outreach Meeting (combined Sunnyvale and Mountain View) shortly after Project Kick-off to discuss the project purpose/need and receive public input on issues/ concerns within the project area.
- Support the City Project Manager, by providing display materials, for her plotting and use in attending up to 4 informal Public Events (farmers markets, etc.) to receive public input on the proposed project and any issues/ concerns within the area.

Round 2: Preferred Design

- Prepare for, facilitate, attend and document (WMH, and APEX) up to 4four informal Community Stakeholder (business community groups, home owners associations, etc.) Workshops to receive public input on the project alternatives and any issues/ concerns within the area.
- Prepare for, facilitate, attend and document (WMH, APEX, DPA) up to threea formal Public Information Meetings (combined Sunnyvale and Mountain View, County, and VTA), such as a combined BPAC and City Council study session, as part of the Environmental Circulation Process to receive public input on the project alternatives and the environmental document.

Round 3: Adoption

- Prepare for, facilitate, attend and document (WMH and Parisi) up to twoa City Council sessions (Sunnyvale and Mountain View) to request adoption of the environmental document and approve the project. Materials for the Council session will be prepared in advance for use in an earlier presentation by City staff to BPAC.

TASK 3 - DELIVERABLES

- Public Outreach Plan
- Presentation and Meeting Materials
- Outreach Meeting Summaries

Task 4: Multi-Agency Stakeholder Engagement

At least three rounds of multiagency stakeholder engagement (up to six meetings) will also occur throughout the course of this project. This engagement will ensure that agency concerns are reflected in the design and critical requirements are met. Relevant agencies include the California Public Utilities Commission (PUC), Santa Clara County Roads & Airports, Caltrain / Joint Powers Board (JPB), and City of Mountain View Public Works Department.

STAKEHOLDER MEETINGS

The WMH team will assist the City Project Manager in creating the agenda and format, prepare presentation and meeting materials, facilitate the meeting, and write a summary (summarizing attendance, questions, and input received) for up to six multi-agency (three meetings included in base scope and three meetings Optional Service 4A) stakeholder engagement meetings over the course of three rounds in order to ensure that agency concerns are reflected in the design and critical requirements are met. The first round would be done as part of the project kick-off phase, the second would be done as part of the planning process, and the third would be utilized as a design check-in prior to circulating the environmental document. Relevant agencies could include the California Public Utilities Commission (PUC), Santa Clara County Roads & Airports, Caltrain/ Joint Powers Board (JPB), and the City of Mountain View Public Works Department.

TASK 4 - DELIVERABLES

- Presentation and Meeting Materials
- Meeting Agendas and Summaries

Task 5: Design Criteria

Design criteria will be outlined for the project. These criteria include engineering standards, urban design criteria, and code regulations from agencies with jurisdiction over Bernardo Avenue Undercrossing as well as potential future agencies with jurisdiction in the area (such as California High Speed Rail Authority). Urban design criteria may include key attributes outlined by stakeholders and potential users.

For Task 5, the scope for Amendment No. 1 does not require any additional sub-tasks. However, the level of effort to complete the sub-task is increased by the added study area and the addition of the City of Mountain View and Santa Clara County Roads and Airports as key team members who will be potential Owner and Operators of portions of the extended facility.

DESIGN CRITERIA OUTLINE

WMH will outline the proposed design criteria for the project based on Public Outreach, Document Review, and Existing Conditions findings, engineering standards, Caltrain design requirements, future agency requirements (such as California High Speed Rail Authority), urban design criteria, code regulations, and key attributes required of the design in order to adhere to stakeholder and potential user needs. Hyperlinks and/or ftp access to the documents will be provided for the team's use. It should be noted that this is a living document that will be updated periodically throughout the course of the project studies. Amendment No.1 requires significant additional effort for defining owner/operator requirements for the Central Expressway undercrossing, gateway and approach improvements included in the increased study area.

TASK 5 - DELIVERABLES

- Design Criteria Outline

Task 6: Preliminary Design Development

Preliminary design for the Bernardo Undercrossing Project will be developed by drawing upon community and stakeholder engagement, professional expertise in relation to bicycle and complete streets design, current best practice with respect to bicycle undercrossings, and design options or requirements outlined in the California MUTCD, California Highway Design Manual, City standards, NACTO Urban Bikeway Design Guide (2010), NACTO Urban Street Design Guide (2013), Caltrans Main Street California (2012), and ITE Designing Walkable Urban Thoroughfares: A Context Sensitive Approach (2010).

Up to three preliminary alternatives will be developed. Alternative will reflect recent developments in bicycle planning and lessons from other pedestrian/bicycle undercrossing projects. The preliminary alternatives will include necessary street design changes along approaches to the undercrossing. One alternative will be chosen for design refinement during Conceptual Design, and further detailed during the 30% Design process.

For Task 6, the scope for Amendment No. 1 does not require any additional sub-tasks. However, the level of effort to complete each sub-task is increased by the added study area and physical crossing of the Central Expressway.

PRELIMINARY ALTERNATIVES

The WMH Team will prepare up to three Preliminary Alternatives, each of which will be presented as a single rollout display on aerial background and include the following:

- Horizontal/ vertical geometrics and ~~two~~three typical cross sections.
- ~~Opportunities for potential landscaping/ hardscaping (Railroad Undercrossing) as shaded areas.~~
- ~~Opportunities for potential landscaping/ hardscaping (Central Expressway), including conceptual themes and colors for a Mountain View Gateway Portal.~~
- ~~Opportunities for a potential destination feature (park, picnic area, etc.) in the parcel between the railroad and expressway.~~
- Potential R/W and Utility Impacts.
- Complete streets improvements within a 400-foot radius of the undercrossing entrances.
- ~~Structural concept and Railroad Construction Methodology.~~
- Structural concept and Expressway Construction Methodology.
- Order of magnitude cost.

Up to two structural concepts for the railroad crossing, with associated railroad staging, will be developed in conjunction with Caltrain through the stakeholder coordination included as part of Task 4 above. It should be noted that not all structural alternatives are anticipated to work with all of the preliminary alternative geometrics that will be investigated. Additionally, Amendment No.1 will develop up to two structural concepts of the Central Expressway undercrossing, with associated roadway staging.

The WMH Team will evaluate the Preliminary Alternatives, with input from the City Project Manager, and select a Preferred Alternative for further refinement during Conceptual Design. This evaluation will be documented as part of the Final Report discussed below in Task 9. Amendment No.1 requires additional effort for the analysis of the increased scope of the Preliminary Alternatives.

ALTERNATIVES ANALYSIS MEMORANDUM (OPTIONAL SERVICE 6B)

The WMH Team will prepare for, facilitate, and attend a formal Alternatives Analysis Workshop with the City and other stakeholders deemed appropriate by the City Project Manager to formally rate/ score the preliminary alternatives based upon developed weighted criteria (cost, construction risk, utility impacts, etc.) to provide detailed justification for the setting aside of preliminary alternatives. Amendment No.1 requires additional effort for the formal analysis and documentation of the increased scope of the Preliminary Alternatives.

CONCEPTUAL DESIGN

The WMH Team will refine the preferred alternative chosen from the Preliminary Alternative Assessment and develop it further through conceptual design. [Amendment No.1 requires additional effort for the conceptual design due to the increased scope included in the preferred alternative.](#)

This Conceptual Design will be documented as a single rollout display on aerial background and include the following:

- Refined Horizontal/ vertical geometrics and two typical cross sections.
- Refined potential landscaping/ hardscaping locations and types.
- Conceptual lighting and types.
- Preliminary signal modifications and traffic impacts.
- Architectural renderings, surface treatment options, and planting pallets.
- Refined potential R/W and Utility Impacts.
- Refined complete streets improvements.
- Refined Structural Alternative and Railroad Construction Methodology.
- Conceptual structural plan and sections for tunnel and walls.
- Refined order of magnitude Cost.
- Construction duration.
- Potential Environmental Impacts.
- Maintenance requirements and jurisdiction definitions.
- Service connection locations.

The geometrics of the existing facilities and proposed alternative would also be checked for nonstandard features and refinements would be investigated to assess if any nonstandard features can be eliminated. Required mandatory and advisory design exceptions would be identified and coordinated with the City [of Sunnyvale, City of Mountain View, and Caltrain and County Roads & Airports](#), and documented as part of the Final Report discussed below in Task 9. [Amendment No.1 requires additional effort for the increased study area and physical crossing of the Central Expressway as well as defining owner/ operator standards.](#)

[Additionally, the Conceptual Design will be phased to allow staggered construction of the Railroad Undercrossing, followed by the Central Expressway Undercrossing. Each of these construction phases will be documented on their own rollout display.](#)

PRELIMINARY GEOTECHNICAL REPORT (PGR)

Parikh will prepare a geotechnical report of the project area that includes a preliminary design level study of existing site conditions and documents preliminary recommendations for pavement structural section, cut and fill slopes, and structure design. The site study shall provide general information based on readily available data from nearby projects and public records. [Amendment No.1 requires a relatively significant additional effort for the increased study area and physical crossing of the Central Expressway due to the extended distance from the railroad and its readily available data.](#)

The report will discuss potential geotechnical/ geologic impacts and mitigations including but not limited to: soils, geology, seismic impacts, erosion, groundwater conditions, etc. for the proposed structures. Potential mitigation measures will also be provided as part of the foundation discussions.

LOCATION HYDRAULIC STUDY

Federal review of transportation projects within the 100-year floodplain is subject to Executive Order 11990 that requires consideration of alternatives and assessment of the project's impacts to the beneficial values of the floodplain. Wreco will conduct a Location Hydraulic Study and prepare a report to identify the significance of the project impacts to the floodplains and make general recommendations on possible mitigation measures. The characteristics associated with the watershed, local hydrologic conditions, etc. shall be documented for the study. The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) shall be used as the

basis of determining the impact of the proposed roadway improvements on the floodplain. [Amendment No.1 requires additional effort for the increased study area and physical crossing of the Central Expressway.](#)

PRELIMINARY CONSTRUCTION SCHEDULE

WMH will prepare a Preliminary Construction Schedule for City review utilizing background history and knowledge of construction durations and techniques, the Caltrain work windows, and coordinated roadway, structures, and utility construction activities. [Amendment No.1 requires additional effort for the increased study area and physical crossing of the Central Expressway.](#)

PRELIMINARY CONSTRUCTION STAGING AND DETOURS

WMH will prepare a stage construction concept outlining the stage construction and traffic handling requirements to verify that the project is constructible, that traffic impacts are minimized, and public safety is not compromised. Roadway and undercrossing improvements shall be coordinated with existing facilities to assess whether detours are needed to construct the improvements. [Amendment No.1 requires additional effort for the increased study area and physical crossing of the Central Expressway.](#)

CONCEPTUAL C.3 STUDY

WMH will conduct a Conceptual C.3 study based on local agency standards and in conformance with the San Francisco Bay Regional Water Quality Control Board Stormwater Permit guidelines. The study will summarize the project impacts to water quality, general minimization measures, hydrologic/hydraulic analyses for sizing the stormwater quality facilities, and recommended best management practices (BMPs). [Amendment No.1 requires additional effort for the increased study area and physical crossing of the Central Expressway.](#)

30% PLANS

The WMH Team will prepare preliminary plans, per the table below, for the refined Conceptual Alternative discussed above, based on City of [Sunnyvale](#), [City of Mountain View](#), Caltrain, stakeholder, and local input from Public meetings. [Amendment No.1 requires additional effort for the increased study area and physical crossing of the Central Expressway.](#)

Sheet ID	Sheet Name	Phase 1 Railroad Undercrossing Preferred Alternative	Phase 2 Central Undercrossing
-	Title Sheet	1	1
X	Typical Cross Sections	2	2
L	Layouts	1	1
P	Profiles	2 ⁺	1
C	Aesthetic Details (Walls and Hardscape)	6 ²	2
D	Drainage Plan	1	1
U	Utility Plan	1	1
SC/ TH	Stage Construction/ Traffic Handling Plans	4	4
PD	Pavement Delineation Plan	1	1
S	Sign Plan	2 ⁺	2
R	Retaining Wall Plans	4	2
IP	Irrigation Plans	2 ⁺	1
PP	Planting Plans	1	1

E	Electrical (Signals)	2	<u>1</u>
E	Electrical (Lighting Plans)	1	<u>1</u>
ST	Structure Plan and Typical Section	1	<u>1</u>
Total		<u>3225</u>	<u>23</u>

STUCTURAL TYPE SELECTION PACKAGE (TASK 6A)

WMH and BCA will refine the structure plans for the one preferred alternative railroad undercrossing, prepare preliminary structural calculations and update cost estimates in support of the Bridge Type Selection Report in accordance with railroad requirements for underpass structures. One draft version of a Type Selection Report for City of Sunnyvale, City of Mountain View, and Caltrain, and County review and comment will be prepared. Review comments will be addressed and final drafts prepared for approval.

WMH and BCA will refine the structure plans for the preferred alternative expressway undercrossing, prepare preliminary structural calculations and update cost estimates in support of the Bridge Type Selection Report in accordance with Santa Clara County Roads and Airports requirements for underpass structures. One draft version of a Type Selection Report for City and County review and comment will be prepared. Review comments will be addressed and final drafts prepared for approval.

TASK 6 - DELIVERABLES

- Preliminary Design Alternatives (3 single rollout displays)
- Alternatives Analysis Memorandum (Optional Service 6B)
- Conceptual Design (1 single rollout display)
- Preliminary Geotechnical Report
- Location Hydraulic Study
- Conceptual C.3
- Preliminary Construction Schedule
- Preliminary Construction Staging and Detours
- 30% Plans (25-47 – 50 Scale Plans)
- Structural Type Selection Packages (Task 6A)

Task 7: Estimation of Costs and Impacts

The preliminary design will be accompanied by an estimation of conceptual construction costs for the preferred alternatives selected in Task 6.

Planning level project impacts will also be assessed. These impacts include automobile level of service (LOS) and travel time impacts under existing and build out conditions, bicycle travel time impacts, impacts on vehicle miles traveled, network completion, and/or other relevant criteria.

Utility impacts and other considerations will also be outlined as part of this task. Other considerations may include maintenance needs, drainage, and environmental concerns. Additionally, right-of-way, permits and agency requirements will be outlined in relation to the proposed design alternatives.

For Task 7, the scope for Amendment No. 1 does not require any additional sub-tasks. However, the level of effort to complete each sub-task is increased by the added study area and physical crossing of the Central Expressway.

PRELIMINARY COST ESTIMATE

The WMH Team will prepare a preliminary cost estimate for the refined Conceptual Alternative discussed above, including construction, right of way, and utility relocation costs in order to establish funding boundaries for the project. Costs will be based on available mapping and design data and individual cost items will be quantified. The preliminary cost estimate will be prepared using the Caltrans' Standard format for Project Planning Cost Estimate (11-page format). [Amendment No.1 requires additional effort for the increased study area and physical crossing of the Central Expressway.](#)

PROJECT IMPACT ASSESSMENT

The WMH Team will prepare a planning level Project Impact Assessment including analysis of impacts to automobile level of service (LOS) and travel time impacts under existing and build out conditions, bicycle travel time impacts, impacts on vehicle miles travelled, and network completion. Additional recommendations are likely to come out of this analysis for potential implementation by the City of Mountain View (northerly bicycle improvements), County Roads (complete street improvements), and VTA (updates to bus routes and stops). The Project Impact Assessment will be in the form of a Design Memorandum. [Amendment No.1 requires additional effort for the increased study area and physical crossing of the Central Expressway.](#)

TASK 7 - DELIVERABLES

- Preliminary Cost Estimates
- Project Impact Assessment

Task 8: Environmental Clearance

Environmental review documentation will include preparation of an Initial Study (IS) and Negative Declaration (Neg Dec), Mitigated Neg Dec, or Environmental Impact Report (EIR) as appropriate to achieve CEQA clearance for the project. Environmental clearance also includes incorporation of city comments to administrative drafts, and necessary notifications, preparation and presentation at public hearings, and document revision based on public comments.

The WMH Team will indicate expected requirements and level of effort for environmental clearance. Phase 1 completion assumes preparation of an initial study and Neg Dec. Phase 2 may include preparation of an EIR and associated activities if needed.

[For Task 8, the scope for Amendment No. 1 does not require any additional sub-tasks. However, the level of effort to complete each sub-task is slightly increased by the addition of the Central Expressway undercrossing to the study area for each technical report listed below.](#)

NEPA COMPLIANCE

DPA will prepare a draft of the Preliminary Environmental Study (PES) form, followed by a Caltrans Field Review. The PES Form will be used by Caltrans to determine the environmental studies required for the project. Because the Field Review has not yet been completed, the following Scope of Work describes the studies that DPA believes could ultimately be required by Caltrans, based on our recent experience. Should any of the studies not be required, this scope will be narrowed. Based on DPA's understanding and experience from similar projects, 1) the project will qualify for a Categorical Exclusion (CE) under NEPA, and 2) a number of technical studies will be required to be prepared. The reports prepared for the NEPA document will be used for the preparation of the CEQA document to the extent possible. This scope includes one cycle of revisions to each report. The studies to be completed by DPA or its subconsultants are described below. The studies to be prepared by other team members are described elsewhere.

- Cultural Resources Reports (Archaeological/Historical Consultants): Area of Potential Effect (APE) maps will be prepared, encompassing all work areas. A Historic Properties Survey Report (HPSR) and an Archaeological Survey Report (ASR), including archival research, a Native American consultation, and an archaeological survey, will be completed. It is assumed that a Historic Resources Evaluation Report (HRER) will not be required for this project and therefore a HRER is not included in this scope.
- Biological Technical Memo (H.T. Harvey & Associates): The project site does not contain wetlands or other waters, but the developed and landscaped areas could provide habitat for bats and birds. A survey and biological technical memorandum report will be prepared to analyze anticipated regulatory requirements, potential impacts of the project on biological resources, and any necessary mitigation measures.
- Construction Noise Memo (Illingworth & Rodkin): Noise and vibration impacts resulting from the project will be assessed with respect to the State and Federal noise and vibration guidelines. The project will result in temporary construction noise. If potentially significant noise impacts are identified, mitigation measures will be determined.
- Initial Site Assessment (Cornerstone Engineering): The purpose of the Initial Site Assessment (ISA) is to evaluate the presence or likely presence of hazardous substances or petroleum products on the site under conditions that indicate a substantial material threat of release into the ground and/or groundwater. Preparation of the ISA will include regulatory agency data and site history reviews, site hydrogeology summary, and site reconnaissance.
- Air Quality Conformity Memo: Caltrans requires that the City provide evidence that the Metropolitan Transportation Commission (MTC)'s Air Quality Conformance Task Force has determined that the project is not a "Project of Air Quality Concern." DPA will undertake the coordination necessary for this process and will draft the memo.
- Construction Traffic Memo: See Task 2 above.
- Equipment Staging Memo: DPA will prepare a memo describing the location(s) where equipment and materials will be staged during the construction phase of the project. The location(s) for staging will be provided to DPA by the design team or the City.
- Location Hydraulic Study: See Task 6 above.
- Visual Impact Memo: DPA will prepare a brief memo that describes the anticipated visual effects of the proposed undercrossing. It is assumed that no photosimulations will be required by Caltrans.
- Right-of-Way/Community Memo: DPA will prepare a short memo that describes the right-of-way impacts of the undercrossing. The memo will also describe any impacts to the community, but such impacts (if any) are anticipated to be minimal given the nature of the project.
- Water Quality Memo: DPA will prepare a memo that describes the surface water and groundwater resources within the project area including any existing impairments. Any potential project impacts, and associated mitigation measures, will be described.
- Environmental Compliance Report: DPA will complete a report discussing the project's anticipated impacts on the resources listed above, fulfilling the requirements for NEPA compliance.

CEQA COMPLIANCE

DPA will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) in compliance with the California Environmental Quality Act (CEQA). The IS/MND will utilize the format required by the City of [Sunnyvale](#) at the time it is prepared. DPA will respond to comments received by the City [Project Manager](#) upon completion of the circulation of the Initial Study.

DPA will provide an electronic version of the Administrative Draft Initial Study (ADIS), as well as a draft Mitigation Monitoring and Reporting Program (MMRP), to City Staff for review and comment, as required by CEQA. Revisions will be made to the ADIS based on comments received. After the revisions to the document have been made, an electronic version of the "Screencheck" Initial Study

will be provided to City Staff for final review. After final revisions to the “Screencheck” have been made, up to 20 copies of the final Initial Study will be provided to the City of Sunnyvale for distribution to agency stakeholders.

This scope of work includes providing a copy of the Initial Study in PDF format for posting on the City’s website. DPA will provide the required 15 CDs of the Initial Study for the Office of Planning and Research (State Clearinghouse) for the 30-day public review period. This scope of work also includes response to comments received on the Initial Study during the public review period from the public and/or various governmental agencies.

TASK 8 - DELIVERABLES

- NEPA Technical Studies and CE
- Draft IS/MND
- Final IS/MND

Task 9: Final Report

The Final Report will be provided in electronic and hard copy versions, and will contain sections on project goals, existing conditions, community engagement, stakeholder outreach, preliminary alternatives, and the preferred design.

For Task 9, the scope for Amendment No. 1 does not require any additional sub-tasks. However, the level of effort to complete the Final Report is increased by the added study area and physical crossing of the Central Expressway.

The WMH Team will prepare a Final Report for City review and comment. Included in the report will be discussions on project background, recommendations/next steps, preliminary alternatives analysis, and the preferred design. The 30% Plans and Preliminary Cost Estimates, as well as other supporting technical reports and data (existing conditions, community engagement, stakeholder outreach, preliminary geotechnical report, location hydraulic study, environmental documentation, etc.) will be attached and/or referenced. WMH will provide an electronic version and hard copy of the Administrative Draft to the City Project Manager for review and comment. Review comments will be addressed and a final version of the report will be prepared.

DESIGN BASIS MEMORANDUM (TASK 9A) CALTRAIN EXCEPTIONS

The WMH Team will prepare a Caltrain Design Basis Memorandum (DBM) summarizing the project description and its limits, technical criteria, design exceptions, etc. This DBM will be reviewed and approved by Caltrain Deputy Director of Engineering and shall include records of all requests for design exceptions, a thorough analysis for justifications and their subsequent rejection or approval by Caltrain Deputy Director of Engineering. The DBM is then used as a basis for the detailed design and design review for future project phases.

TASK 9 - DELIVERABLES

- Final Report
- Design Basis Memorandum (Task 9A)

Project Schedule and Deliverables

The WMH Team will prepare a detailed project schedule listing the consultant services identified in this detailed scope of services including the time required to complete each of the

specified tasks. The WMH Team will also outline key deliverables to be produced as part of this work.

Detailed description of this task can be found above in Task 1 – Project Initiation and Management.

Assumptions

- Existing topographic files (provided by Caltrain) will be made available for base mapping.
- Project Management and meetings based on assumed 12-month project schedule.
- The project shall utilize City of Sunnyvale Standards and be supplemented with Caltrans 2015 specifications and standard plans.
- Caltrans will not require any input and/or approval in the Final Report process.
- The NEPA and CEQA process will be limited to the evaluation of one build alternative.
- The project will not impact any threatened or endangered plant or animal species or habitat utilized by such species.
- Subsurface archaeological testing will not be required.
- Caltrans will not require a formal Natural Environment Study; a biological technical memo will suffice for this project.
- Caltrans will not require a formal Visual Impact Assessment; a brief visual memo will suffice for this project.
- All of the above-described technical reports to be prepared under NEPA will serve as the technical reports to be used for the IS/MND.
- The ~~City~~ cities of Sunnyvale and Mountain View will undertake mailings, prepare public/newspaper notices.
- The City of Sunnyvale will prepare and file the CEQA Notices of Completion and Determination.
- The City of Sunnyvale will pay the Notice of Determination filing fee to the County Clerk.

Tasks		WMH Corporation Labor												Subconsultants									Total
Task #	Task Description	Principal-In- Charge William Hada	Project Manager Sean Charles	Support Services Dave Dickinson	Civil Lead Stephen Haas	Senior Consultant	Senior Project Engineer	Project Engineer	Senior Staff Engineer	Staff Engineer	Administrative	Total Hours	Total Labor Costs	Public Outreach	Structures	Enviro Doc & Studies	Landscape/ Aesthetics	Traffic	Rail Coord. Surveys	Geotech	Water Quality	Electrical/ Signals	Total Fee
														APEX	BCA	DPA	MMP	Parisi	RSE	Parikh	WRECO	Y&C	
		\$ 360	\$ 270	\$ 265	\$ 260	\$ 240	\$ 240	\$ 200	\$ 160	\$ 125	\$ 120	\$ 275	\$ 152	\$ 160	\$ 150	\$ 156	\$ 210	\$ 136	\$ 118	\$ 102			
1	Project Initiation and Management	8	48		4				8	24	40	132	\$ 25,960										\$ 25,960.00
2	Document Review & Existing Conditions		4	4	12			16	32	60	4	132	\$ 21,560		12	30	12	164	72	16	12	22	\$ 76,524.00
3	Community Engagement		22		12				16	32	8	90	\$ 16,580	100		20	16	48					\$ 57,168.00
4	Multi-Agency Stakeholder Engagement		12		2				10	10	3	37	\$ 6,970		24	34	6	20	26				\$ 25,538.00
5	Design Criteria		2		8	8	4	8	20		4	54	\$ 10,780		12		4	12	8	10			\$ 18,116.00
6	Preliminary Design Development	2	8	4	24	8	32	12	84	140	10	324	\$ 54,320		346		100	120	36	60	106	104	\$ 179,468.00
7	Estimation of Cost and Impacts		4	4	8	4		8	20	40	4	92	\$ 15,460				20	20				20	\$ 23,620.00
8	Environmental Clearance	4	4	12	8	4			16	20	4	72	\$ 14,280			240		76					\$ 64,536.00
9	Final Report	2	12	1	24	8	4	8	60	36	6	161	\$ 29,765					12					\$ 31,637.00
Task Subtotal		16	116	25	102	32	40	52	266	362	83	1094	\$ 195,675	\$ 27,500	\$ 59,888	\$ 51,840	\$ 23,700	\$ 73,632	\$ 29,820	\$ 11,696	\$ 13,924	\$ 14,892	\$ 502,567.00
Other Direct Costs																							
5% Markup on Subconsultants													\$ 15,340	\$ 1,380	\$ 2,990	\$ 2,590	\$ 1,190	\$ 3,680	\$ 1,490	\$ 580	\$ 700	\$ 740	\$ 15,340
Travel													\$ 200			\$ 200		\$ 1,750	\$ 400	\$ 1,200	\$ 200	\$ 150	\$ 4,100
Printing/ Postage													\$ 3,500		\$ 100	\$ 1,000					\$ 350		\$ 4,950
Traffic Counts and User Surveys																		\$ 4,250					\$ 4,250
Positive Utility Locating (Task 2B) - Contractor													\$ 10,000										\$ 10,000
Project Filing (One Drive site) for 15 Months w/ 20 Users @ \$5/User													\$ 1,500										\$ 1,500
Cultural Resources reports (Archaeological/Historical Consultants)																\$ 5,600							\$ 5,600
Biological Memo (H.T. Harvey & Associates)																\$ 12,700							\$ 12,700
Construction Noise Memo (Illingworth & Rodkin)																\$ 4,660							\$ 4,660
Initial Site Assessment (Cornerstone Engineering)																\$ 4,070							\$ 4,070
Total Other Direct Costs													\$ 30,540	\$ -	\$ 100	\$ 28,230	\$ -	\$ 6,000	\$ 400	\$ 1,200	\$ 550	\$ 150	\$ 67,170
Total Including Other Direct Costs													\$ 226,215	\$ 27,500	\$ 59,988	\$ 80,070	\$ 23,700	\$ 79,632	\$ 30,220	\$ 12,896	\$ 14,474	\$ 15,042	\$ 569,737.00
Optional Services Subtotal													\$ 10,670	\$ -	\$ 608	\$ 1,600	\$ 900	\$ 1,872	\$ 840	\$ -	\$ 50	\$ 300	\$ 16,840
Total Including Optional Services													\$ 236,885	\$ 27,500	\$ 60,596	\$ 81,670	\$ 24,600	\$ 81,504	\$ 31,060	\$ 12,896	\$ 14,524	\$ 15,342	\$ 586,577.00

Amendment No. 1																							
1.1	Project Initiation and Management - Amend No. 1	8	32		2				4	20	32	98	\$ 19,020										\$ 19,020.00
2.1	Document Review & Existing Conditions - Amend No. 1		4	2	12			12	24	60	4	118	\$ 18,950		12	20	12	140	100	24	12	8	\$ 74,110.00
3.1	Community Engagement - Amend No. 1		20		10				16	32	8	86	\$ 15,520	88		20	16	42					\$ 51,872.00
4.1	Multi-Agency Stakeholder Engagement - Amend No. 1											0	\$ -										\$ -
5.1	Design Criteria - Amend No. 1		2		8	8	4	8	20		4	54	\$ 10,780		12		16	12					\$ 16,876.00
6.1	Preliminary Design Development - Amend No. 1	2	8	4	24	8	40	20	88	160	10	364	\$ 60,980		346		250	160		80	80	40	\$ 200,432.00
7.1	Estimation of Cost and Impacts - Amend No. 1		2	2	8	4		8	16	32	2	74	\$ 12,510				40	30				8	\$ 24,006.00
8.1	Environmental Clearance - Amend No. 1		4	8	4	2			4	4	2	28	\$ 6,100			140		24					\$ 32,244.00
9.1	Final Report - Amend No. 1		8		12	4	2	4	32	16	4	82	\$ 15,120					4					\$ 15,744.00
Amendment No. 1 Task Subtotal		10	80	16	80	26	46	52	204	324	66	904	\$ 158,980	\$ 24,200	\$ 56,240	\$ 28,800	\$ 50,100	\$ 64,272	\$ 21,000	\$ 14,144	\$ 10,856	\$ 5,712	\$ 434,304.00
Amendment No. 1 Other Direct Costs																							
5% Markup on Subconsultants													\$ 13,770	\$ 1,210	\$ 2,810	\$ 1,440	\$ 2,510	\$ 3,210	\$ 1,050	\$ 710	\$ 540	\$ 290	\$ 13,770
Travel																			\$ 350				\$ 350
Printing/ Postage													\$ 1,500										\$ 1,500
Traffic Counts and User Surveys																		\$ 1,750					\$ 1,750
Positive Utility Locating (Task 2B) - Contractor													\$ 10,000										\$ 10,000
Cultural Resources reports (Archaeological/Historical Consultants)																\$ 400							\$ 400
Biological Memo (H.T. Harvey & Associates)																\$ 1,300							\$ 1,300
Construction Noise Memo (Illingworth & Rodkin)																\$ 840							\$ 840
Initial Site Assessment (Cornerstone Engineering)																\$ 930							\$ 930
Total Amendment No. 1 Other Direct Costs													\$ 25,270	\$ -	\$ -	\$ 3,470	\$ -	\$ 1,750	\$ 350	\$ -	\$ -	\$ -	\$ 30,840
Total Amendment No. 1 Including Optional Services													\$ 184,250	\$ 24,200	\$ 56,240	\$ 32,270	\$ 50,100	\$ 66,022	\$ 21,350	\$ 14,144	\$ 10,856	\$ 5,712	\$ 465,144.00

**AGREEMENT BY AND BETWEEN
THE CITY OF MOUNTAIN VIEW AND CITY OF SUNNYVALE
FOR COST SHARING OF BERNARDO UNDERCROSSING PRELIMINARY
DESIGN AND ENVIRONMENTAL REVIEW PROJECT**

This AGREEMENT is made and entered into this ____ day of _____ 2018, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation of the State of California, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "MOUNTAIN VIEW"), and the CITY OF SUNNYVALE, a municipal corporation, whose address is 456 West Olive Avenue, Sunnyvale, California, 94086 (hereinafter "SUNNYVALE"), collectively referred to as "the Parties".

RECITALS

WHEREAS, Bernardo Avenue is bisected by the Caltrain railroad tracks and Central Expressway, creating a barrier for bicycles and pedestrians to use Bernardo Avenue for north-south travel; and

WHEREAS, Bernardo Avenue is roughly the boundary between MOUNTAIN VIEW and SUNNYVALE on the south side of the Caltrain tracks and Bernardo Avenue north of the expressway is in MOUNTAIN VIEW; and

WHEREAS, MOUNTAIN VIEW listed Bernardo Avenue as a spot improvement location in the 2015 Bicycle Transportation Plan and has identified the need for a bicycle/pedestrian undercrossing at Bernardo Avenue to support connectivity between high-density housing south of the tracks and the large employment area to the north; and

WHEREAS, SUNNYVALE has retained WMH Corporation ("CONSULTANT") to undertake preliminary design and environmental review for the construction of a bicycle/pedestrian undercrossing of the Caltrain tracks at Bernardo Avenue, hereinafter referred to as "PROJECT"; and

WHEREAS, MOUNTAIN VIEW and SUNNYVALE agree that continuing the Bernardo Avenue bicycle/pedestrian crossing under Central Expressway will improve the benefit and safety for bicycles and pedestrians using the Bernardo Avenue corridor for north-south travel; and

WHEREAS, MOUNTAIN VIEW and SUNNYVALE desire to expand the PROJECT scope to include extending the bicycle/pedestrian undercrossing under Central Expressway; and

WHEREAS, on December 12, 2017, the MOUNTAIN VIEW City Council approved funding for the PROJECT as a midyear capital improvement project and authorized the City Manager to execute a cost-sharing agreement with SUNNYVALE.

NOW, THEREFORE, subject to the terms, conditions, and provisions hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1 SCOPE OF WORK

1.1 The PROJECT consists of preliminary design and environmental clearance for constructing a bicycle/pedestrian crossing beneath the Caltrain railroad tracks and the adjacent Central Expressway along Bernardo Avenue as defined in the attached CONSULTANT Scope of Work – Amendment 1, attached hereto and incorporated herein as Exhibit A.

1.2 SUNNYVALE will perform the following:

1.2.1 Provide project management, including managing all aspects of CONSULTANT's work and administering CONSULTANT contract.

1.2.2 Provide MOUNTAIN VIEW with administrative drafts of all CONSULTANT deliverables for review and comment allowing a minimum of three (3) weeks for review of reports and design plans.

1.2.3 Involve MOUNTAIN VIEW in technical review meetings with CONSULTANT, stakeholder meetings, and community outreach processes.

1.3 MOUNTAIN VIEW will perform the following:

1.3.1 Assist with data collection and community outreach for the PROJECT.

1.3.2 Participate in PROJECT coordination, technical review, and stakeholder meetings.

1.3.3 Review and comment on draft deliverables in a timely manner.

1.3.4 Assist with organizing a joint SUNNYVALE and MOUNTAIN VIEW Bicycle/Pedestrian Advisory Committee meeting for PROJECT input.

1.3.5 Provide CONSULTANT with any MOUNTAIN VIEW excavation or encroachment permits required to perform PROJECT work at no cost.

1.3.6 Coordinate consideration of approval of the final document by MOUNTAIN VIEW City Council.

1.4 The designated Project Manager for SUNNYVALE for the duration of the PROJECT is Ria Hutabarat Lo or other designated SUNNYVALE employees. SUNNYVALE's Project Manager shall have all the necessary authority to direct technical and professional work within the scope of this Agreement and shall serve as the principal point of contact for SUNNYVALE.

1.5 The designated Project Manager for MOUNTAIN VIEW for the duration of the PROJECT is Dawn Cameron or other designated MOUNTAIN VIEW employee. MOUNTAIN VIEW's Project Manager will act as the principal point of contact with SUNNYVALE.

2. COST SHARING

2.1 MOUNTAIN VIEW agrees to reimburse SUNNYVALE for CONSULTANT costs to deliver the expanded scope of work as shown for Amendment No. 1 in the cost proposal, attached hereto and incorporated herein as Exhibit B. MOUNTAIN VIEW will pay for the actual costs incurred, which may differ from the Amendment No. 1 task costs shown on Exhibit B but are not to exceed a total of Four Hundred Sixty-Five Thousand One Hundred Forty-Four Dollars (\$465,144).

2.2 MOUNTAIN VIEW agrees to reimburse SUNNYVALE for fifty percent (50%) of third-party review costs charged by Caltrain, for a not-to-exceed amount of Ten Thousand One Hundred Twenty-Five Dollars (\$10,125).

2.3 MOUNTAIN VIEW agrees to provide a PROJECT contingency budget of \$46,514. SUNNYVALE's Project Manager shall receive written approval from MOUNTAIN VIEW'S Project Manager prior to use of contingency budget funds.

2.4 SUNNYVALE will invoice MOUNTAIN VIEW for MOUNTAIN VIEW's share of PROJECT costs on a periodic basis to be determined by SUNNYVALE. The invoices will include supporting documentation of the costs to be reimbursed. MOUNTAIN VIEW will pay the invoice from SUNNYVALE within 30 days of receipt of invoice from SUNNYVALE.

2.5 If unanticipated costs that exceed the contingency budget arise during the PROJECT, the parties will convene to determine a mutually agreed course of action.

3. INSURANCE AND INDEMNIFICATION

3.1 SUNNYVALE will require CONSULTANT to add MOUNTAIN VIEW, its officers, officials, employees, and volunteers as additional insured from and against all damages and claims, loss, liability, cost, or expense arising out of or in any way connected with the PROJECT to the insurance coverages required in SUNNYVALE's contract with CONSULTANT.

3.2 SUNNYVALE will require CONSULTANT, to the fullest extent permitted by law, to indemnify, defend with competent counsel reasonably acceptable to the MOUNTAIN VIEW City Attorney, and hold harmless MOUNTAIN VIEW and its directors, officers, employees, and volunteers from and against all liabilities (including, without limitation, all claims, lawsuits, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) regardless of nature or type that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, or the acts or omissions of an employee, agent, or subcontractor of CONSULTANT. The provisions of this paragraph survive completion of the services or the termination of this Agreement.

3.3 In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but, instead, MOUNTAIN VIEW and SUNNYVALE agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage, or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such other party under this Agreement. The obligations set forth in this paragraph will survive termination and expiration of this Agreement.

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4. OWNERSHIP OF MATERIALS

4.1 All reports, documents, or other materials developed as part of the PROJECT will be the mutual property of both parties without restriction or limitation upon their use.

5. TERMINATION

5.1 This Agreement terminates upon PROJECT work acceptance and final payments by MOUNTAIN VIEW to SUNNYVALE, and no later than December 31, 2020, unless it is mutually agreed by both MOUNTAIN VIEW and SUNNYVALE to extend the agreement.

5.2 This Agreement can be terminated prior to the term in Section 5.1 only upon the mutual written consent and terms acceptable to both parties.

5.3 MOUNTAIN VIEW'S obligation to reimburse SUNNYVALE pursuant to Section 2 (if unpaid at such time) as well as the Parties' applicable indemnification obligations pursuant to Section 3 shall survive the termination of this Agreement.

6. NOTICES

6.1 Notices required under this Agreement may be delivered by first class mail addressed to the appropriate party at the following addresses:

To MOUNTAIN VIEW: City of Mountain View
Public Works Department
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540
Attn: Director of Public Works

To SUNNYVALE: City of Sunnyvale
Public Works Department
456 West Olive Avenue
Sunnyvale, CA 94086
Attn: Director of Public Works

7. ADDITIONAL PROVISIONS

7.1 The parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition or covenant.

7.2 This Agreement contains the entire Agreement between MOUNTAIN VIEW and SUNNYVALE relating to the cost sharing for the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

7.3 If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on MOUNTAIN VIEW and SUNNYVALE.

7.4 This Agreement shall be governed and construed in accordance with the laws of the State of California.

7.5 This Agreement may be executed in counterparts and will be binding as executed.

7.6 This Agreement may only be modified by a written amendment duly executed by both parties to this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO CONTENT:

Public Works Director

FINANCIAL APPROVAL:

Finance and Administrative
Services Director

APPROVED AS TO FORM:

City Attorney

CITY OF SUNNYVALE, a municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

PENINSULA CORRIDOR JOINT POWERS BOARD SERVICE AGREEMENT

FOR PCJPB USE ONLY

<u>PUC No.</u>	<u>SPECIAL DESIGNATION</u> (Location, Bridge No., Etc.)	Sheet 1 of 1		
	Bernardo Ave, Sunnyvale	<u>County</u> SC	<u>Main</u> 1,2	<u>Mile Post</u> 37.39
<u>Estimated Amount</u> \$20,250	<u>Preliminary Job No.</u>	<u>Lease Audit No.</u>	PCJPB PROJECT No. _____ TO BE PLACED ON ALL CORRESPONDENCE	
<u>Est. Start Date</u> Oct 30, 2017	<u>Est. Completion Date</u> Oct 30, 2018		Treasury Dept. receipt of funds confirmation Date: _____ Ck #: _____ By: _____	

<u>Project Title:</u> Bernardo Avenue Bicycle/Pedestrian Undercrossing – Design	
<u>Project Purpose:</u> Construct bicycle/pedestrian underpass at Bernardo Avenue, concept design and environmental review phase	
<u>Company or Funding Agency (Applicant):</u> City of Sunnyvale	<u>Contact Person Regarding Billings:</u>
	Name: Ria Hutabarat Lo
	Address: 456 West Olive Avenue
	City/State/Zip: Sunnyvale CA 94088
<u>Accounts Payable Address:</u> AccountsPayable@sunnyvale.ca.gov	Phone: 408 730 7502
	Fax: 408 328 0715
	E-mail Address: rlo@sunnyvale.ca.gov

THE APPLICANT AGREES TO REIMBURSE THE PENINSULA CORRIDOR JOINT POWERS BOARD (PCJPB) FOR ALL ACTUAL COSTS IN PROVIDING THE SERVICES AND MATERIALS TO THIS PROJECT (INCLUDING APPLICABLE GENERAL AND ADMINISTRATIVE OVERHEAD COSTS). AN ESTIMATE OF THOSE COSTS IS PROVIDED BELOW. APPLICANT ACKNOWLEDGES THAT ALL PCJPB EXPENSES DESCRIBED IN THE CATEGORIES LISTED BELOW WHICH ARE RELATED TO THE PROJECT ARE REIMBURSABLE. PAYMENT FOR PROJECTS WITH ESTIMATED COST OF LESS THAN \$100,000 OR THAT ARE PROJECTED TO BE COMPLETED IN 90 DAYS OR LESS ARE DUE TO PCJPB BEFORE PROJECT WORK BEGINS. THE PCJPB WILL NOT AUTHORIZE WORK ON THIS PROJECT UNTIL THIS AGREEMENT IS EXECUTED AND PREPAYMENT HAS BEEN RECEIVED. PAYMENT OPTIONS (I.E. ESCROW ACCOUNT, SCHEDULED PRE-PAYMENTS, LETTER OF CREDIT ETC.) FOR PROJECTS LASTING MORE THAN 90 DAYS AND COSTING MORE THAN \$100,000 MUST BE PRE-ARRANGED WITH, AND APPROVED BY, PCJPB'S CHIEF FINANCIAL OFFICER (OR THEIR DESIGNEE). BILLINGS UNDER THIS AGREEMENT ARE DUE 30 DAYS FOLLOWING DATE OF INVOICE. ANY AMOUNT DUE TO PCJPB THAT IS NOT PAID, OR CONTESTED IN WRITING, BY THE DUE DATE SHALL BEAR INTEREST AT THE RATE OF 1.5% PER MONTH, COMPOUNDED MONTHLY, FROM THE DUE DATE. ALL REMAINING FUNDS SHALL BE RETURNED TO THE CITY OF SUNNYVALE OR CREDITED TO SUBSEQUENT PHASES OF PROJECT DESIGN OR CONSTRUCTION FOR THE SAME PROJECT AS DESIGNATED BY CITY STAFF.

Estimate Includes, but is not limited to:

1. **Permit Application Fee: \$250.00**
2. PCJPB Flagging Costs and/or Signal Locator as necessary: Approximately \$1,800.00 per flagger per day.
3. PCJPB engineering review, document preparation, processing fees, OSI Oversight etc.: Approximately \$2,000.00 per day, as required.
4. PCJPB administrative and legal review costs: As required.

The estimated reimbursable cost of the work to be performed for this project through the PCJPB is: \$20,000

The estimated length of project is: 365 day(s)

Railroad Protective Liability Insurance (RRPLI) will also be required and is not included in this cost estimate. RRPLI may be paid for through the PCJPB, to protect the PCJPB and its member agencies. (For estimated cost please phone Engineering Department Construction Manager listed below)

PENINSULA CORRIDOR JOINT POWERS BOARD

1) _____
(COO-Rail) (Date)

2) N/A
(Approved as to Form - Counsel) (Date)

3) _____
*(Chief Financial Officer) (Date)

APPLICANT

1) _____
(Authorized Representative) (Date)

(Title or Position)

2) _____
*(Authorized Budget Officer) signature indicates (Date)
availability of budgeted funds in the amount specified above

RETURN ORIGINAL TO:

Peninsula Corridor Joint Powers Board
Engineering Department attn.: A. Quicho
P. O. Box 3006, San Carlos, CA 94070-1306
(650) 508-7962 FAX (650) 508-7967

(Title or Position)

*Not required if prepayment received

9/13/02



City of Sunnyvale

Agenda Item

18-0126

Agenda Date: 2/6/2018

SUBJECT

Adopt Ordinance No. 3130-18 amending the Precise Zoning Plan, Zoning Districts Map, to Rezone 79 contiguous properties located on Pome Avenue, Pomengranate Court, Pulora Court, Qunice Avenue, Sheraton Avenue, and Hollenbeck Avenue from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story)

RECOMMENDATION

Adopt Ordinance No. 3130-18.

ATTACHMENT

1. Ordinance No. 3130-18

ORDINANCE NO. 3130-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING THE PRECISE ZONING PLAN, ZONING DISTRICTS MAP, TO REZONE 79 CONTIGUOUS PROPERTIES LOCATED ON POME AVENUE, POMENGRANATE COURT, PULORA COURT, QUNICE AVENUE, SHERATON AVENUE, AND HOLLENBECK AVENUE FROM R-1 (LOW DENSITY RESIDENTIAL) TO R-1/S (LOW DENSITY RESIDENTIAL/SINGLE-STORY)

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 a certain properties located at 1135-1166 Pome Avenue (APNs 202-18-029 through 031, 202-11-023 through 027, 202-13-002 through 007 and 058); 1142-1167 Pomegranate Court (APNs 202-13-008 through 013, 202-13-016 thru 021, 202-13-059 and 060); 1142-1167 Pulora Court (APNs 202-13-022 through 035), 1142-1170 Quince Avenue (APNs 202-13-036 through 050); 701-795 Sheraton Avenue (APNs 202-12-004 through 019); 1151-1167 Hollenbeck Avenue (202-13-053 through 057) from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story). The location of the property is set forth on the scale drawing attached as Exhibit A.

SECTION 2. FINDINGS. Pursuant to Section 19.92.080 of the Sunnyvale Municipal Code provides, the City Council may approve a general plan or zoning amendment upon finding that the amendment, as proposed, changed or modified is deemed to be in the public interest. Section 19.26.200 of the Sunnyvale Municipal Code provides that the purpose of a single-story combining district is to preserve and maintain single-family neighborhoods of predominantly single-story character. The City Council finds that the proposed rezoning of the above parcels from R-1 (Low Density Residential) to R-1/S (Low Density Residential/Single-Story) is in the public interest because it would achieve the preservation of a predominantly R-0, single-story residential neighborhood where the majority of property owners in the proposed district desire to maintain the neighborhood's single-story character.

SECTION 3. CEQA - EXEMPTION. The City Council finds that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15305 of Title 14 of the California Code of Regulations (minor alterations in land use limitations that do not result in any changes in land use or density). Furthermore, the project is subject to the general rule in Section 15061(b)(3) that when it can be seen with certainty that a project will not have a significant effect on the environment, it is not subject to review under CEQA.

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. 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 January 23, 2018, 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: _____

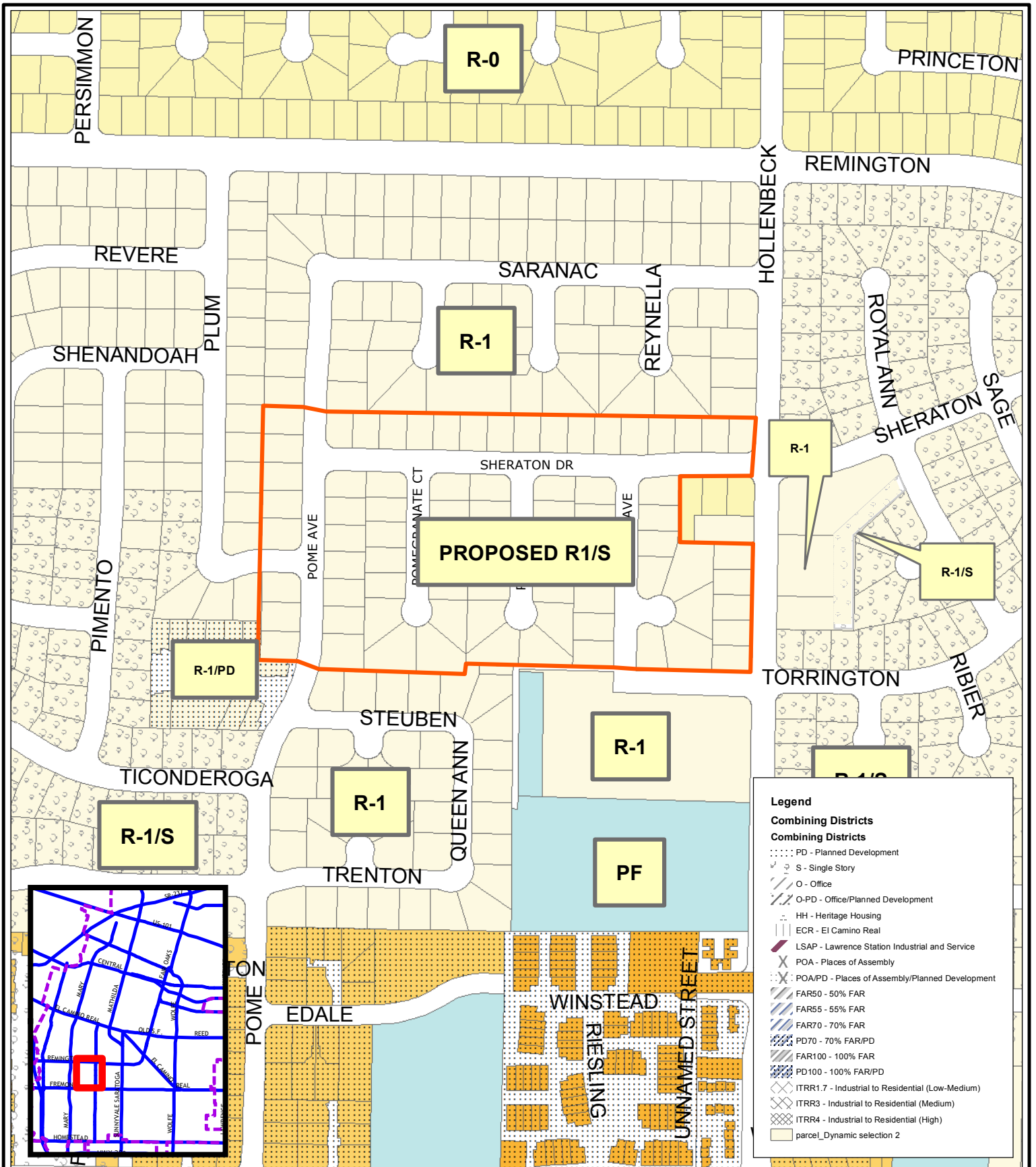
Mayor

(SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



2017-7688

1142 Pome Ave (APN: 202-13-007)

Proposed Single Story Combining District

0 120 240 480 Feet





City of Sunnyvale

Agenda Item

18-0135

Agenda Date: 2/6/2018

REPORT TO COUNCIL

SUBJECT

Approve 2018 Board and Commission Work Plans

DISCUSSION

The City's boards and commissions have developed proposed work plans relating to the policy issues they will be acting on within the next 12 months, and have tentatively set their calendar of meeting dates for 2018 (see Attachment 1). Each department has reviewed the proposed work plans for alignment to each commission's mission and focus area.

In the past, these work plans have been submitted annually for Council approval *after* the Council Study Issues and Budget Issues Workshop, and following Council approval of the specific study issue dates. This process often resulted in delays bringing the board and commission work plans to Council for approval, sometimes as late in the year as April and May.

This year, to facilitate a more streamlined process and to provide the boards and commissions with an approved meeting calendar earlier in the year, the 2018 work plans and meeting calendar was reviewed by each board or commission in December 2017 or January 2018. The proposed work plans list regularly scheduled board and commission meetings, routine assignments specific to each board or commission, and in some instances, 2017 study issues remaining to be heard.

With this revised workflow, new study issues ranked by Council on February 16, 2018 and scheduled to be heard by boards and commissions will be added to work plans and the updated work plans will be provided to boards and commissions as an "Information Only" item on their agendas.

EXISTING POLICY

Council Policy 7.2.19 Boards and Commissions, Section 2.I.(I)(a) Work Plans: Each board and commission shall create an Annual Work Plan which is a 12-month calendar of the policy issues the board/commission will be acting on during the year.

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.

FISCAL IMPACT

There is no fiscal impact as a result of approving the work plans.

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 2018 work plans as submitted.

Prepared by: Kathleen Franco Simmons, City Clerk

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENT

1. 2018 Board and Commission Work Plans

2018 Master Work Plan Arts Commission Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 17	<ul style="list-style-type: none"> • Approve 2018 Master Work Plan
February 21	<ul style="list-style-type: none"> • Community Engagement Through Public Art • Volunteer Program Overview
March 21	<ul style="list-style-type: none"> • Hands on the Arts Festival • Community Art Projects
April 18	<ul style="list-style-type: none"> • Study Issue Overview • Master Plan for Public Art
May 9 or 16	<ul style="list-style-type: none"> • Review Recommended Budget (Joint meeting with Parks and Recreation Commission)
June 20	<ul style="list-style-type: none"> • Recognition of Service
July 18	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair
August 15	<ul style="list-style-type: none"> • Art Program Trends
September 19	<ul style="list-style-type: none"> • Master Plan for Public Art
October 17	<ul style="list-style-type: none"> • Review of 2019 Master Work Plan Draft • Friends of Sunnyvale Pottery
November 21	<ul style="list-style-type: none"> • Final month to approve 2019 Master Work Plan
December 19	<ul style="list-style-type: none"> • Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Study Issues ranking date to be determined based on 2019 Study Issues Workshop date
- Art in Private Development Projects
- Art in Public Places Projects

Events

- Hands on the Arts Festival (May)
- National Arts and Humanities Month (October)
- Friends of Sunnyvale Pottery Sale (December)

2018 Master Work Plan BPAC Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 18	MEETING CANCELLED
February 15	<ul style="list-style-type: none"> • Bernardo Avenue Undercrossing Update • Vision Zero (Presentation) • Discussion of Utility Bill Concepts • Discussion of TDA Funding
March 15	<ul style="list-style-type: none"> • Mary Avenue Overcrossing (Presentation) • Bernardo Avenue Undercrossing • TDA Funding Recommendation • Utility Bill Concepts • Annual Slurry Seal List (Information item) • Council Ranking of Study Issues (Information item)
April 19	<ul style="list-style-type: none"> • Caltrain Grade Separation • Bike to Work Day Planning
May 17	<ul style="list-style-type: none"> • Annual reporting on collisions involving pedestrians and cyclists • Bicycle Master Plan • Review Recommended Budget
June 21	<ul style="list-style-type: none"> • Bernardo Avenue Undercrossing • Recognition of Service • Utility Bill Stuffer Update
July 19	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair
August 16	<ul style="list-style-type: none"> •
September 20	<ul style="list-style-type: none"> • Bicycle Friendly Community Application Review (Commissioner Presentation)
October 18	<ul style="list-style-type: none"> • Climate Action Plan (CAP) 2.0
November 15	<ul style="list-style-type: none"> • Final month to approve 2019 Master Work Plan
December 20	<ul style="list-style-type: none"> • Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Study Issues ranking date to be determined based on 2019 Study Issues Workshop date

- Downtown Specific Plan Amendments
- Moffett Park Specific Plan Amendments
- Lawrence Station Area Plan Amendments
- El Camino Real Corridor Plan
- Bicycle Master Plan (2nd Meeting)
- Safe Routes to School Final Maps

2018 Master Work Plan

Board of Library Trustees Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 17 (Special Meeting)	<ul style="list-style-type: none"> • Approve 2018 Master Work Plan • Lakewood Library and Learning Center Feasibility Study
February 5	<ul style="list-style-type: none"> •
March 5	<ul style="list-style-type: none"> •
April 2	<ul style="list-style-type: none"> • Review of National Library Week
May 7	<ul style="list-style-type: none"> •
May 21 (Special Meeting)	<ul style="list-style-type: none"> • Discussion of National Library Week Feedback • Approve Recommended Budget
June 4	<ul style="list-style-type: none"> • Recognition of Service
July 2	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair
August 6	<ul style="list-style-type: none"> •
September 10	<ul style="list-style-type: none"> • Preliminary Discussion of 2019 Master Work Plan
October 1	<ul style="list-style-type: none"> •
November 5	<ul style="list-style-type: none"> • Final month to approve 2019 Master Work Plan • Review of Library Usage Trends
December 3	<ul style="list-style-type: none"> • Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials • Review of Library Fee Schedule

Additional items yet to be scheduled:

- Summer Learning Quality Principles and Indicators
- Discussion of Library Ambassadors
- Study Issues ranking date to be determined based on 2019 Study Issues Workshop date

2018 Master Work Plan

Heritage Preservation Commission Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 10*	<ul style="list-style-type: none"> Meeting to be held only if needed
February 7	<ul style="list-style-type: none"> Meeting to be held only if needed
March 7	<ul style="list-style-type: none"> Report on 2018 City Council Study Issues Workshop
April 4	<ul style="list-style-type: none"> Meeting to be held only if needed
May 2	<ul style="list-style-type: none"> Review Recommended Budget Commissioner Recognition Heritage Preservation Routine Items
June 6	<ul style="list-style-type: none"> Meeting to be held only if needed
July 11*	<ul style="list-style-type: none"> Selection of Chair and Vice Chair Heritage Preservation Routine Items
August 1	<ul style="list-style-type: none"> Meeting to be held only if needed
September 5	<ul style="list-style-type: none"> Meeting to be held only if needed
October 3	<ul style="list-style-type: none"> Meeting to be held only if needed
November 7	<ul style="list-style-type: none"> Final month to approve 2019 Master Work Plan Selection and Ranking of Potential Study Issues
December 5	<ul style="list-style-type: none"> Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Study Issues ranking date to be determined based on 2019 Study Issues Workshop date

* 2nd Wednesday due to City observed holiday schedule

2018 Master Work Plan

Housing and Human Services Commission Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 17*	<ul style="list-style-type: none"> • Review Draft Request for Proposals for 2018 Housing Projects • Approve Draft Master Work Plan
February 28	<ul style="list-style-type: none"> • Presentations: CDBG/HOME Project Funding Proposals • Overview of 2017 Housing Strategy (CDD 17-09)
March 28	<ul style="list-style-type: none"> • Public Hearing: CDBG/HOME Funding Recommendations
April 18*	<ul style="list-style-type: none"> • Public Hearing: Draft FY 2018-19 HUD Action Plan
May 23	<ul style="list-style-type: none"> • Recognition of Service • Review Recommended Budget
June 27	<i>No meeting scheduled</i>
July 25	<ul style="list-style-type: none"> • Election of Chair and Vice Chair for FY 2018/19 • Update on Housing Strategy
August 22	<i>No meeting scheduled</i>
September 19*	<ul style="list-style-type: none"> • Propose and/or review new Study Issues and Budget Issues. • Public Hearing: Review of Consolidated Annual Performance Evaluation Report (CAPER) • Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials
October 24	<ul style="list-style-type: none"> • Public Hearing: Priority and Unmet Needs for Human Services and Recommendation to Council
November 14*	<ul style="list-style-type: none"> • Review Draft Request for Proposals for CDBG and HOME Funding • Approve 2019 Master Work Plan
December 12*	<i>No meeting scheduled</i>

*** Special Meetings**

Additional items yet to be scheduled:

- Consent Calendar items are not listed on the Work Plan
- Study Issues ranking date to be determined based on 2019 Study Issues Workshop date
- Review El Camino Real Specific Plan

If necessary, meetings may be held in June, August or December to accommodate items that may be added to the Work Plan later in the year.

2018 Master Work Plan

Parks and Recreation Commission Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 17 (Special Meeting)	<ul style="list-style-type: none"> • Brown Act Review • Master Plan for Public Art (Joint meeting with Arts Commission)
February 14	<ul style="list-style-type: none"> • Musical Playground • Park Dedication Fund
March 14	<ul style="list-style-type: none"> • Volunteer Program Overview • New Park at the Vale
April 11	<ul style="list-style-type: none"> • Study Issue Overview • Sister City Relationship
May 9 or 16	<ul style="list-style-type: none"> • Review Recommended Budget (Joint meeting with Arts Commission)
June 13	<ul style="list-style-type: none"> • Recognition of Service • Washington Community Swim Center Update
July 11	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair
August 8	<ul style="list-style-type: none"> • Age Friendly Cities and Communities
September 12	<ul style="list-style-type: none"> • Capital Improvement Projects Update
October 10	<ul style="list-style-type: none"> • Review 2019 Draft Master Work Plan • Magical Bridge Update
November 14	<ul style="list-style-type: none"> • Final month to approve 2019 Master Work Plan • Animal Assisted Happiness Update
December 12	<ul style="list-style-type: none"> • Final month for Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Study Issues ranking date to be determined based on 2019 Study Issues Workshop date

2018 Master Work Plan

Planning Commission Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 8	<ul style="list-style-type: none"> • ADU Ordinance • 485 E. McKinley Avenue
January 22	<ul style="list-style-type: none"> • Moffett Park Specific Plan Amendment Initiation • 311 South Mathilda (Study Session)
February 12	<ul style="list-style-type: none"> • 265 Sobrante Way
February 26	
March 12	
March 26	
April 9	
April 23	<ul style="list-style-type: none"> • Quarterly review of General Plan Initiations
May 14	<ul style="list-style-type: none"> • Review Recommended Budget
May 29	
June 11	
June 25	<ul style="list-style-type: none"> • Recognition of Service
July 9	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair
July 23	<ul style="list-style-type: none"> • Quarterly review of General Plan Initiations
August 13	
August 27	
September 10	
September 24	

MEETING DATE	AGENDA ITEM/ISSUE
October 8	
October 22	<ul style="list-style-type: none">• Review CAP 2.0 Draft Framework• Quarterly review of General Plan Initiations
November 12	
November 26	<ul style="list-style-type: none">• Approve 2019 Master Work Plan
December 10	<ul style="list-style-type: none">• Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items yet to be scheduled:

- Study Issues ranking date to be determined based on 2019 Study Issues Workshop date

2018 Master Work Plan

Sustainability Commission Annual Calendar

MEETING DATE	AGENDA ITEM/ISSUE
January 16	<ul style="list-style-type: none"> • Silicon Valley Clean Energy (SVCE) Program Update Presentation
February 20	<ul style="list-style-type: none"> • Environmental Purchasing Policy
March 19	<ul style="list-style-type: none"> • CAP 1.0 Biennial Progress Report & GHG Inventory Update Presentation • Commercial Waste Diversion Programs Presentation • FoodCycle Program and Waste Diversion Presentation
April 16	<ul style="list-style-type: none"> • Recycled Water and WPCP Master Plan Update Presentation • Water Conservation Program Update Presentation
May 21	<ul style="list-style-type: none"> • Review Recommended Budget
June 18	<ul style="list-style-type: none"> • Climate Adaptation Presentation • Regional and Local Adaptation Efforts Presentation
July 16	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair
August 20	<ul style="list-style-type: none"> • Review and Discuss Draft Study Issues
September 17	<ul style="list-style-type: none"> • Draft Proposal for 2019 Sustainability Speaker Series
October 15	<ul style="list-style-type: none"> • CAP 2.0 Draft Framework Presentation • Draft 2019 Master Work Plan
November 19	<ul style="list-style-type: none"> • Approve 2019 Master Work Plan • Review and Rank Study Issues
December 17	<ul style="list-style-type: none"> • Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Additional items to be scheduled:

- Benchmarking neighboring cities on connections to transit
- Housing affordability/availability, transit, & GHGs
- Benchmarking neighboring cities on community outreach for waste management
- Green Building Code Update Presentation
- Residential and Commercial Energy Efficiency Incentive Programs
- Current State of Building Design and Retrofits in Sunnyvale



City of Sunnyvale

Agenda Item

18-0100

Agenda Date: 2/6/2018

REPORT TO CITY COUNCIL

SUBJECT

Proposed Project: General Plan Amendment Initiation: to consider amendments to the Moffett Park Specific Plan

File #: 2017-7743

Locations: Moffett Park Specific Plan Area

Applicant / Owner: Google, Inc. (applicant) / various owners

Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (a).

Project Planner: Andrew Miner, (408) 730-7707, aminer@sunnyvale.ca.gov

SUMMARY OF COMMISSION ACTION

The Planning Commission considered this item on January 22, 2018 and voted 5-0 (two Planning Commissioners recused) to recommend to City Council: 1) Initiate a General Plan/Specific Plan Amendment study to consider amending the Moffett Park Specific Plan; and 2) Provide direction: a) to prepare a work plan and project description after initial community outreach and return to the Planning Commission for a recommendation and to City Council for action, b) on any plan features that the City Council would like included or would not like included, and c) to commence work on the amendment studies only if fully paid for by the applicant(s). The Planning Commission motion included features to study/explore as part of the update to the Specific Plan. The features recommended for study by the Planning Commission relate to water supply/distribution and bicycle and pedestrian features.

- A. Water Supply.** A Water Supply Assessment (to determine if there is adequate water supply) will be prepared as it is required by state law. The utility infrastructure study would review and recommend needed upgrades related to the Moffett Park water distribution system.
- B. Access at State Highway 237.** Analyze the potential of establishing (or reestablishing) access to and from Moffett Park at Fair Oaks Avenue.
- C. Bicycle and Pedestrian Master Plan.** Prepare a bike and pedestrian circulation plan that considers the following aspects:
 - i. Type IV bicycle lanes
 - ii. Light Rail and other transportation
 - iii. Potential transportation gaps and mitigation measures
 - iv. Borregas Avenue bridge access
 - v. Mountain View connection via Moffett Drive
 - vi. Bike and pedestrian access points to the Bay trail
 - vii. Sidewalk width consistency with VTA, Caltrans and AASHTO standards
 - viii. Public safety impacts related to Fire Station Five
 - ix. *Mary Avenue bike route to Cupertino*

x. *Lawrence Expressway as a bicycle and pedestrian corridor*

Staff finds that the final two bullets (C-ix and C-x) relate more to a citywide bicycle and pedestrian master plan and that the Moffett Park Specific Plan update effort can inform a future update to the Citywide Bicycle and Pedestrian Master plan.

Attachment 6 is the draft minutes of the Planning Commission hearing which includes additional information about desired study features.

Four emails were received after the Planning Commission report was published and are included in Attachment 7.

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. Initiate a General Plan/Specific Plan Amendment study to consider amending the Moffett Park Specific Plan.
2. Direct staff:
 - A. To prepare a work plan and project description after initial community outreach and return to the Planning Commission for a recommendation and to City Council for action.
 - B. To commence work on the amendment studies only if fully paid for by the applicant(s).
3. Direct staff to include the following scope items as suggested by the Planning Commission and modified by staff:
 - A. Water Supply Assessment
 - B. Access at State Highway 237
 - C. Bicycle and Pedestrian Master Plan that considers the following aspects:
 - i. Type IV bicycle lanes
 - ii. Light Rail and other transportation
 - iii. Potential transportation gaps and mitigation measures
 - iv. Borregas Avenue bridge access
 - v. Mountain View connection via Moffett Drive
 - vi. Bike and pedestrian access points to the Bay trail
 - vii. Sidewalk width consistency with VTA, Caltrans and AASHTO standards
 - viii. Public safety impacts related to Fire Station Five
4. Do not initiate a General Plan/Specific Plan Amendment study to consider amending the Moffett Park Specific Plan and leave the current development capacity, land uses and standards in place.

STAFF RECOMMENDATION

Alternatives 1, 2 (A and B) and 3 (A, B, and C i - viii): 1) Initiate a General Plan/Specific Plan Amendment study to consider amending the Moffett Park Specific Plan; 2) Direct staff: A) to prepare a work plan and project description after initial community outreach and return to the Planning Commission for a recommendation and to City Council for action and B) to commence work on the amendment studies only if fully paid for by the applicant(s); and, 3) Direct staff to include the

following scope items as suggested by the Planning Commission and modified by staff:

- A. Water Supply Assessment.
- B. Access at State Highway 237.
- C. Bicycle and Pedestrian Master Plan. Prepare a bike and pedestrian circulation plan that considers the following aspects:
 - i. Type IV bicycle lanes
 - ii. Light Rail and other transportation
 - iii. Potential transportation gaps and mitigation measures
 - iv. Borregas Avenue bridge access
 - v. Mountain View connection via Moffett Drive
 - vi. Bike and pedestrian access points to the Bay trail
 - vii. Sidewalk width consistency with VTA, Caltrans and AASHTO standards
 - viii. Public safety impacts related to Fire Station Five

The Moffett Park Specific Plan (MPSP) was adopted in 2004, and there have been many changes in the Moffett Park area (and City) since that time. The MPSP concepts and policies have been very successful and the vision has been realized. Although plans such as these typically have a 20-year horizon, a period of 10-15 years is not unusual, especially given the amount of change occurring in Sunnyvale and Silicon Valley. The interest by large technology companies, such as Google, to create housing opportunities close to their offices is an intriguing concept, although other factors must be considered, including the presence of typical industrial uses in the MPSP, impacts on schools, and the provision of adequate open space. Most of the study concepts recommended by the Planning Commission are pertinent to an update to the MPSP, many of which would be standard for this type of study. Staff does not find that inclusion of the citywide bicycle and pedestrian planning features (Mary Avenue bike route to Cupertino, and Lawrence Expressway as a bicycle and pedestrian corridor) are applicable to an update of the Moffett Park Specific Plan.

Updating the MPSP could include a study of potential impacts due to sea level rise, an effort not completed in Sunnyvale to date. The effort will be substantial, but an amended MPSP would help guide a re-visioning of an important Silicon Valley business center with an eye for the future.

Prepared by: Andrew Miner, Planning Officer

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Tim Kirby, Finance Director

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

- 1. Report to Planning Commission 17-0947, January 22, 2018 (without attachments)
- 2. General Plan Land Use Map
- 3. Applicant Letter
- 4. Development Reserve
- 5. Noticing Map

Additional Attachments for Report to Council

- 6. Excerpt of Draft Minutes of the Planning Commission Meeting of January 22, 2018
- 7. Public Comment Letters



City of Sunnyvale

Agenda Item

17-0947
Agenda Date: 1/22/2018

REPORT TO PLANNING COMMISSION

SUBJECT

File #: 2017-7743

Locations: Moffett Park Specific Plan Area

Proposed Project: General Plan Amendment Initiation: to consider amendments to the Moffett Park Specific Plan.

Applicant / Owner: Google, Inc. (applicant) / various owners

Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (a).

Project Planner: Andrew Miner, (408) 730-7707, aminer@sunnyvale.ca.gov

BACKGROUND

The Moffett Park Specific Plan was initially adopted by the City Council on April 27, 2004, and has been amended several times, with the most recent amendment in 2013. Amendments have been for specific property considerations to change the land use designations to Moffett Park Transit Oriented Development (MP-TOD) from Moffett Park General Industrial (MP-I) and allow higher floor area ratios (FAR) through the green building program. The plan has otherwise remained generally the same since 2004 including no changes to the basic land uses or the maximum buildout for the Moffett Park area.

The entire area has a General Plan designation of Moffett Park Specific Plan and includes three zoning districts, MP-TOD (Moffett Park Transit Oriented Development), MP-I (Moffett Park General Industrial) and MP-C (Moffett Park Commercial). The General Plan designation provides for research and development, manufacturing, office, and heavy industrial uses (see Attachment 2).

PROCESS

General Plan Amendment Initiation (GPI) requests (including Specific Plan Amendment requests (SPI)) are considered on a quarterly basis through a recommendation from the Planning Commission and then action by the City Council. The process for considering a General Plan Amendment (GPA) begins with a written request and application fee, from a property owner or applicant, to initiate the amendment process. If the Council approves the GPI, a formal application for a GPA can be filed by the property owner/applicant. The current City Council practice is to consider the GPA before any specific project development application.

Staff received a request from Google, Inc. to amend the Moffett Park Specific Plan (MPSP) on May 10, 2017. The letter from Google requesting the initiation is in Attachment 3, and includes no specific amount of building area or types of uses, but requests the SPI to "allow and encourage increased levels of density and a broader range of land uses than...are permitted under the current version of the MPSP." There is no specific project included as part of the SPI request.

The City Council is scheduled to consider this item on February 6, 2018.

EXISTING POLICY

SUNNYVALE GENERAL PLAN:

The General Plan is the primary policy plan that guides the physical development of the City. When used together with a larger body of City Council policies, including specific plans, it provides direction for decision-making on City services and resources. The recently adopted Land Use and Transportation Element (LUTE) within the General Plan created an integrated set of policies to guide land use, development, and transportation choices with a horizon year of 2035. The LUTE anticipates that the proposed Moffett Park Specific Plan area would transform based on the provisions in the Specific Plan. The LUTE has several policies to improve the jobs-to-housing ratio, promote business retention and expansion, and ensure coordinated development with community benefits.

Regional Participation

Policy LT-1.3: Contribute to a healthy jobs-to-housing ratio in the region by considering jobs, housing, transportation, and quality of life as inseparable when making planning decisions that affect any of these components.

Effective Integration of Transportation and Land Use Planning

Policy LT-3.4: Require large employers to develop and maintain transportation demand management programs to reduce the number of vehicle trips generated by their employees.

Open Space, Parks, and Wetlands

Policy LT-9.1: Ensure that the planned availability of open space in both the city and region is adequate.

Action 4: Integrate useable open spaces and plazas into commercial and office developments.

Policy LT-10.5: Engage in regional efforts to enhance and protect land uses near streams and to respond to sea level rise and climate change.

Supportive Economic Development Environment

Policy LT-11.1: Provide existing businesses with opportunities to grow in Sunnyvale and provide opportunities to expand into new technologies.

Policy LT-11.3: Promote business opportunities and business retention in Sunnyvale.

A Balanced Economic Base

Policy LT-12.4: Attract and retain a diversity of commercial enterprises and industrial uses to sustain and bolster the local economy and provide a range of job opportunities.

Policy LT-12.5: Encourage land uses that generate revenue while preserving a balance with other community needs, such as housing.

Protected Commercial Districts

Policy LT-13.8: Require high design standards for office, industrial, and research and development (R&D) buildings in all business districts.

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Action 2: Maintain and review, as needed, criteria for superior quality architecture, landscaping, and site development for office, industrial, and R&D projects that request to develop beyond standard floor area ratio limits.

Policy LT-13.9: Maintain areas of Class B and C buildings to support all types of businesses and provide a complete community.

Specialized Plans and Zoning Tools

Policy LT-14.2: Prepare specific area plans and special zoning tools (including, but not limited to specific plans, precise plans, design guidelines, specialized zoning, and sense of place plans) to guide change in areas that need special attention.

Moffett Park Specific Plan (page 82 of public hearing version of LUTE)

The Specific Plan maximizes the development potential for corporate headquarters, offices, and research and development facilities. The Plan encourages higher-intensity office uses (up to 70% FAR) along the Tasman light rail line and medium-density floor area ratios (up to 50% FAR) in outlying areas. The allowable FAR depends on the level of green building standards that are met. The Specific Plan also has provisions for supportive commercial services. A development reserve was established to calculate supply and allocation of additional square footage and higher floor area ratios to projects. Three zoning districts implement the Moffett Park Specific Plan: MP-TOD (Moffett Park Transit-Oriented Development), MP-I (Moffett Park General Industrial), and MP-C (Moffett Park Commercial). FAR limits may be exceeded through participation in the Green Building Program.

Community Benefits

Policy LT-14.8: Ensure that development projects provide appropriate improvements or resources to meet the City's future infrastructure and facility needs, and provide development incentives that result in community benefits and enhance the quality of life for residents and workers.

Action 3: Include a discussion of community benefits in area plans and specific plans that defines the City's priorities and outlines and implementation program.

DEVELOPMENT RESERVE AND TRANSFER OF DEVELOPMENT RIGHTS

The City maintains a limited amount of available office/industrial square footage for the Moffett Park Specific Plan area that may be applied to higher FAR projects that exceed the base zoning allowance. The square footage given to a specific project is subtracted from the Moffett Park Specific Plan development reserve. The beginning balance in 2005 was 5.44 million square feet and the current balance is approximately 141,000 square feet. About 80% of the development reserve has been allocated and vested (part or all of the project has been constructed); 13% is approved (including under construction); and 7% is pending or un-allocated. The MPSP also has a program called the Transfer of Development Rights (TDR), that allows a property owner to sell base zoning development potential to another private property owner. No property owner has taken advantage of the TDR program. An entitlement from the Development Reserve may not be transferred.

ENVIRONMENTAL REVIEW

The decision to initiate a General Plan study does not require environmental review under the California Environmental Quality Act (CEQA) because the mere initiation of a study does not constitute a project with the meaning of CEQA pursuant to CEQA Guidelines section 15378 (a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably

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foreseeable indirect physical change in the environment. If initiated, the proposed SPA and associated Rezoning (RZ) would be subject to the provisions of CEQA. If the applicant proceeds with the project concept as currently envisioned, preliminary analysis suggests that an Environmental Impact Report will be required, which will include a traffic analysis and other technical studies.

DISCUSSION

Overview

The Moffett Park Specific Plan was prepared and adopted in 2004, and includes 1,156 acres in the office/industrial area north of State Highway 237. The three distinct zoning districts of the MPSP include: MP-TOD for properties that include property within ¼ mile of a light rail station; MP-I for industrial/office areas outside of ¼ mile of the light rail stations; and, MP-C for three areas provided for commercial uses. The MPSP area is home to many key businesses, including Google, Amazon, NetApp, HP, Microsoft, Juniper Networks, Bloom Energy, and Yahoo! (now part of Verizon).

At the time of adoption, there were 462 acres of property designated MP-TOD, 681 acres designated MP-I, and 13 acres designated MP-C, and over 15 million square feet of development in the plan area; there are now 592 acres of MP-TOD, 551 acres MP-I and no change to MP-C. The MP-TOD area includes two properties classified as “military parcels” in the Plan, and include:

- The 48-acre site owned by the U.S. government (for use by the Navy), located on the west side of Mathilda Avenue, north of Fifth Avenue; and,
- The 18.86 acres once used for the Onizuka Air Force Station which has since been closed and transferred to different entities, including the Foothill-De Anza Community College, the Veterans Administration, Jay Paul Company (as part of a property swap of the prior fire station for a new fire station at a different location), and the City of Sunnyvale. The City Council recently approved the sale of the remaining 5.01-acre City-owned Onizuka property to Google, Inc.

The MPSP specifically described the military parcel developments as “stable uses” not expected to be redeveloped as part of the MPSP. It was anticipated that the two areas would not be developed beyond their then building area. The Plan estimates that the Navy site is built out at 35% floor area ratio (FAR), and the Onizuka site at 61% FAR, and that future development intensifications were not included within the scope of the Plan nor the EIR prepared for the Plan. The sites were also exempt from participating in the Development Reserve and Transfer of Development Rights program of the MPSP.

The MPSP area does not include the following:

- The Moffett Federal Airfield;
- The wetlands;
- The City-owned land north of Caribbean Drive where the water pollution treatment plant and SMaRT® solid waste transfer station is located; nor,
- The County-owned Twin Creek Sports complex or Baylands Park.

A key element of the MPSP area is the VTA light rail that runs through the area. There are four light rail stations in the MPSP area, including one on the Technology Corners property, which was built by Jay Paul as a part of the development on that property (prior to the adoption of the Moffett Park Specific Plan). The location of these light rail stations help define the MP-TOD zoning designation area.

Past MPSP Approvals and Recent Applications

At adoption, the MPSP included a development reserve from which square footage from projects that exceed their base zoning allowance by using the green building incentives or requesting approval from the City Council would be drawn down. The original development reserve total in 2004 was 5,440,000 square feet, which was studied in the MPSP EIR. Several projects have subsequently taken advantage of the development reserve, including Network Appliance, Jay Paul Company, Yahoo!, and Google, and the current reserve amount is 141,191 square feet (see Attachment 4 for listing).

Juniper Networks has an approved plan that allows a total of two million square feet of office; the site was previously built with one million square feet research and development building. The permit has been vested through the construction of two office buildings (approximately 420,000 square feet total) and a 30,000 square foot conference/assembly building. Two smaller modular buildings of about 7,000 square feet total were allowed as interim uses to provide indoor recreation facilities. Approximately 1.58 million square feet of office can be built on the site; the project can be built out as needed by the owner.

On December 20, 2017, Google, LLC applied for a new project on 40.5 acres of land on both sides of the West Channel at North Mathilda Avenue and Caribbean Drive. The project consists of two new 5-story R&D office buildings totaling approximately one million square feet including a 4-level parking structure. Existing office and manufacturing buildings totaling 679,225 square feet are planned to be demolished. Google has notified the City that property recently purchased from NetApp had approval of projects with development reserve building area was returned and is proposed for use in the new Caribbean project. Use of the remaining 141,191 square feet of development reserve plus that returned from the NetApp project are necessary for the proposed project to be considered.

Also, with Verizon's acquisition of Yahoo!, Verizon has an interest in building an approved project at the northeast corner of Java Drive and North Mathilda Avenue (permit expires on October 18, 2018). To vest that permit ahead of that date, Verizon is intending to begin construction on at least one building. The project includes a 6-story 508,000 square foot office building (80% FAR), 24,000 square foot special use amenities building and one parking structure. Yahoo pre-paid 25% of the traffic impact fee (TIF), which is allowed in the MPSP area only, to extend the entitlement for a total of seven years, to a final date of October 18, 2018.

There has been continual implementation of the MPSP area since 2004, with increased activity in recent years. The primary goal of the Specific Plan is to maximize the development potential for corporate headquarters, offices, and research and development facilities. The City's interest in supporting Moffett Park as a business center and its location in the Silicon Valley has encouraged companies to invest in the area.

Requested General Plan Amendment Initiation

On August 8, 2017, Google, Inc. filed a General Plan Amendment Initiation request (see Attachment 3). Google's stated purpose to amend the MPSP is to make the area a cutting-edge 21st Century innovation district, made up of a mix of uses in villages throughout the Plan area. Google has stated an interest in housing in the area as well as increased retail and services and open space for those that live and work in the area. Another element of the study would be to consider increased office building allowance and to increase the development potential for the area.

Although Google made the application to initiate the amendment to the MPSP, they do not own all property in the plan area, and other property owners will be affected and could or could not benefit from an amendment to the Plan. There are several other large property owners and users in the area, including the U.S. Navy site, Lockheed Martin, Jay Paul, Verizon, NetApp, and several large tenants such as Amazon, Microsoft, HP, Bloom Energy, Cepheid, and Infinera. Preparation of an updated MPSP would consider all properties in the study area, not just the Google properties.

Proposed General Plan Amendment and Potential Rezoning

If initiated by the City Council, the MPSP would be studied for amendment and an environmental review would be prepared. The recently adopted LUTE did not identify the proposed study area for growth beyond that anticipated in the MPSP; therefore, the General Plan LUTE may need to be amended to reflect any changes. Depending on the land uses identified in an updated plan, new zoning maps and code amendments may be needed. A recommendation hearing would be conducted by the Planning Commission and the final determination would be made by the City Council.

No change to the General Plan or zoning would occur as part of the subject of this report, which would be to authorize a study of potential changes to the plan and zoning. Ultimately, the City Council may approve a General Plan or zoning amendment upon finding that the amendment, as proposed, changed or modified is deemed to be in the public interest.

The subject request to initiate amendment studies for the Moffett Park Specific Plan, General Plan and zoning is quite general (i.e., there are no properties identified for various uses nor are there development mix or intensities identified). Staff recommends, that if the City Council initiates the GPA/SPA that staff return with a work plan and project description for Planning Commission recommendation and City Council action. The work plan and project description would be developed after outreach to Moffett Park business and property owners as well as other public agencies and interested parties, including residents of Sunnyvale.

The initial outreach to the community would explore concepts of:

- a. Increasing or decreasing the office/industrial development capacity;
- b. Allowing residential uses in the area;
- c. Increase retail opportunities in the area; and
- d. Develop a plan that provides a mix of uses to create neighborhoods in the area.

After the initial outreach a series of higher level capacity analyses would be prepared to determine the holding capacity of the area (e.g. is there sufficient water and sewer treatment capacity, what are the nature of transportation impacts). This information would be used to develop a more detailed land use program for City Council consideration. Once the City Council has selected a specific program, more detailed studies would be prepared and would include analysis of the potential impacts and benefits of changing land uses. The study would also include several technical studies to inform the decision-making process. These studies would include at least the following:

Studies:

- *Market analysis*- This study would consider the current and future market characteristics to assist in considering if a market for the changes are present, the type of uses would be successful, and potential impacts to smaller businesses in the area from amending the MPSP.

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- *Economic analysis*- This study reviews the financial impact to the City, including costs to provide services and potential revenue that could be expected from the land uses allowed in a revised MPSP.
- *Traffic Impact Analysis (TIA)*- This analysis studies the baseline traffic for several intersections in and outside the city and applies growth assumptions for what the plan proposes to determine impacts to traffic and where traffic improvements would be needed. The TIA is incorporated into the EIR for the traffic review.
- *Visual impacts* - associated if increased building heights and massing are identified
- *Infrastructure/Utility Analysis* - The analysis would refine the higher level analysis developed for establishing the general land use program and would include more detail on the collection and distribution systems for utilities.

If Residential Uses are evaluated:

- *School Impact Analysis*- The current MPSP does not allow residential uses, so no impacts to schools was considered. If the Council initiates an amendment to the MPSP to include housing, the Sunnyvale School District, Fremont Unified High School District and Santa Clara Unified School District will be included in the effort to ensure adequate resources are available to future school aged children in the plan area.
- *Parks and other Residential Services*- This would include areas for recreation, sidewalks, retail services, and any potential changes to solid waste collection.
- *Hazardous Material Analysis*

Other Studies

- *Sea Level Rise and Adaptation* - These studies are identified in the adopted Climate Action Plan, particularly for the Moffett Park Area.

Environmental Impact Review:

It is expected an EIR would be prepared for any amendment of the MPSP. The EIR would be a robust study of the varying impacts that could result from the build-out expected from the amended MPSP. The EIR will include the elements required by CEQA. Once a preferred alternative is selected, a Notice of Preparation (NOP) would be issued to other federal, state, and local agencies, property owners in the Moffett Park area and vicinity, and other interested parties. Feedback received would inform the scope for a Draft EIR, which, once prepared will be made available for public review and comment. Responses to comments are then prepared, along with any corrections needed to the Draft EIR; these documents are collectively the Final EIR which would be presented to the City Council along with an updated specific plan.

FISCAL IMPACT

If the Council initiates the amendment, Google would be required to pay the cost to prepare the amended MPSP, required environmental review documents, including traffic, air quality, noise, and infrastructure analysis (including an amended Water Supply Assessment) and supplemental City staffing costs. Planning is operating at reduced staffing due to personal leaves and is experiencing a very high workload, and additional staffing resources will be necessary to complete the amendment effort. It is reasonable to request Google to pay the cost for additional staff resources to complete the MPSP amendment.

PUBLIC CONTACT

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Public contact was made through posting the agenda on the City's official-notice bulletin board and on the City's website and the agenda and report were made available in the Reference Section of the City Library. Notices were sent to all property owners and tenants within Moffett Park and within 2,000 feet of the MPSP boundary (3,572 notices) (Attachment 5); email messages with notices were sent to all neighborhood associations, Morse Park, SNAIL, and Plaza del Rey, Lakewood and San Miguel. Notice was also sent to the Moffett Park Business Group.

ALTERNATIVES

Recommend to City Council that City Council:

1. Initiate a General Plan/Specific Plan Amendment study to consider amending the Moffett Park Specific Plan
2. Provide direction:
 - a. To prepare a work plan and project description after initial community outreach and return to the Planning Commission for a recommendation and to City Council for action.
 - b. On any plan features that the City Council would like included or would not like included.
 - c. To commence work on the amendment studies only if fully paid for by the applicant or applicants.
3. Do not initiate a General Plan Amendment study and leave the current development capacity, land uses and standards in place.

STAFF RECOMMENDATION

Alternatives 1 and 2: 1) Initiate a General Plan/Specific Plan Amendment study to consider amending the Moffett Park Specific Plan; and 2) Provide direction: a) to prepare a work plan and project description after initial community outreach and return to the Planning Commission for a recommendation and to City Council for action, b) on any plan features that the City Council would like included or would not like included, and c) to commence work on the amendment studies only if fully paid for by the applicant or applicants.

The MPSP was adopted in 2004, and there have been many changes in the Moffett Park area (and City) since that time. The MPSP concepts and policies have been very successful and the vision has been realized. Although plans such as these typically have a 20-year horizon, a period of 10-15 years is not unusual, especially given the amount of change occurring in Sunnyvale and Silicon Valley. The interest by large technology companies, such as Google, to create housing opportunities close to their offices is an intriguing concept, although other factors must be considered, including the presence of typical industrial uses in the MPSP, impacts on schools, and the provision of adequate open space.

Updating the MPSP could include a study of potential impacts due to sea level rise, an effort not completed in Sunnyvale to date. The effort will be substantial, but an amended MPSP would help guide a re-visioning of an important Silicon Valley business center with an eye for the future.

Prepared by: Andrew Miner, Planning Officer

Reviewed by: Trudi Ryan, Director of Community Development

Reviewed by: Tim Kirby, Finance Director

Reviewed by: Teri Silva, Assistant City Manager

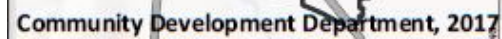
Approved by: Kent Steffens, City Manager

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ATTACHMENTS

1. *Not Used, Reserved for Report to Council*
2. General Plan Land Use Map
3. Applicant Letter
4. Development Reserve
5. Noticing Map





8 August 2017

Trudi Ryan, Director
Community Development Department
City of Sunnyvale
456 W Olive Street
Sunnyvale, CA 94086

Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043

google.com

RE: Initiation Request for an Update of the Moffett Park Specific Plan

Dear Ms. Ryan:

I am writing to you in regards to Sunnyvale's Moffett Park district, where Google, Inc. currently owns and/or leases property. We are strongly committed to this district's future as we see it as inextricably linked with our own. It is our intention to build new office and research & development facilities on the majority of our holdings in Moffett Park to support our current and future growth needs, and aim do so in ways that create an inviting and compelling environment not only for our employees and visitors, but for the broader Sunnyvale community.

In Moffett Park, we see incredible opportunities to create a modern community that inspires and empowers. We envision building sustainable, mixed-use neighborhoods that foster long-term health, vitality, and cooperation. And a transformational reimagining of environmental, transportation, and other systems that will propel the region forward. To enable this powerful vision, we respectfully request that the City of Sunnyvale formally initiate a full update of the Moffett Park Specific Plan (MPSP) to allow and encourage increased levels of density and a broader range of land uses than are permitted under the current version of the MPSP (2013).

To this end, we suggest that the City explore the potential for residential uses in Moffett Park, an addition which would ease the pressures of affordability and a job and housing imbalance. It is both our assumption and our assertion that these changes would be accompanied by improved transportation and other infrastructure systems that will not only enable growth, but ensure resiliency in the face of sea-level rise and other impending changes. Hand in hand with these improvements, we advocate for a future Moffett Park that provides benefits to the larger community with publicly-accessible parks, trails, open spaces, placemaking features, and additional services and amenities. And, as we all know, an increase in density and allowance for a broader mix of uses actually will make neighborhood-serving retail, restaurants, services, and high-occupancy transit feasible.

Because of the scale of the affected properties, we understand that a full update rather than a more circumscribed amendment to the MPSP is necessary. We also understand that this work requires an Environmental Impact Review (EIR) and conforming amendments to the City's General Plan and Municipal Code, and we request that these steps be initiated as well.



Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043

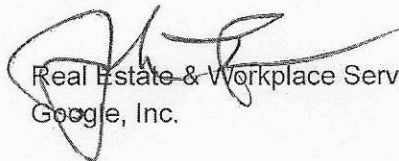
google.com

An update of the Moffett Park Specific Plan will enable this district to be transformed into Silicon Valley's model of a 21st century innovation district. The area will not only be the City of Sunnyvale's economic engine, but with a unique blend of office, industrial, research and development, and housing, will also serve as a beacon for integration, livability, and resilience. Moffett Park will become a dynamic, compelling, productive, and desirable place to create, innovate, and thrive through thoughtful partnerships and ambitious, community-focused investments in:

- Placemaking and public spaces
- Ecological restoration
- High-quality transit
- Active mobility, and
- District infrastructure

We at Google look forward to playing a key role in this transformation.

Sincerely,



Real Estate & Workplace Services
Google, Inc.

Moffett Park Specific Plan Development Reserve									
Beginning Balance		04/01/05							5,440,000
Project #	Description/ Address	Date Approved	Traffic Fee Pre-Pay Date	Expiration Date	Exercised	FAR %	Total Approved Sq. Ft.	Square Footage above Standard FAR Zoning	Reserve Balance to Date
2002-0223	Juniper Networks 1111 Lockheed Wy	05/14/02	06/28/05	05/14/09	Y	70%	2,436,616	696,176	4,743,824
2005-0550	Network Appliance 1260 Crossman Dr	06/27/05		06/27/07	Y	52%	222,166	1,065	4,742,759
2005-0340	Network Appliance 495 Java Dr	06/27/05	06/29/05	06/27/12	Y	70%	1,375,178	393,879	4,348,880
2005-1198	Jay Paul Moffett Towers Rezone Lot 3 from 35% to 50% FAR* 1111 Lockheed Wy	11/14/06		BUILT	Y	70%	n.a.	187,526	4,161,354
2005-1198	Jay Paul Moffett Towers-Lot 1 * 1111 Lockheed Wy	11/14/06		BUILT	Y	70%	866,024	360,728	3,800,626
2005-1198	Jay Paul Moffett Towers-Lot 3 * 1111 Lockheed Wy	11/14/06		BUILT	Y	70%	875,120	250,034	3,550,592
2006-1265	Java Metro Center - 111 Java Drive	03/26/07		BUILT	Y	70%	387,196	110,629	3,439,964
2007-0200	1376 & 1380 Bordeaux Dr.	05/14/07		BUILT	Y	50%	118,032	35,401	3,404,563
2008-0459	399 Java Drive TMG - Moffett, LLC (Yahoo! Expansion)	08/11/08			N	70%	209,498	0	3,404,563
2011-7170	Jay Paul Moffett Towers-Lot 3 * 1100 Enterprise Way (Bldg D)	09/11/11		BUILT	Y	80%	125,000	125,000	3,279,563
2011-7119	Jay Paul Company Ariba Bldg 5 (Technology Corners)	09/11/11		BUILT	Y	80%	200,000	200,000	3,079,563
2011-7495	Yahoo 399 Java Drive	10/10/11		10/10/18		79%	508,000	101,600	2,977,963
2011-7758	NetApp Site 1	02/29/12		02/28/19		75.7%		120,996	2,856,967
2011-7760	NetApp Site 3	10/22/12		10/22/19		60%	483,326	201,386	2,655,581
2013-7353	Jay Paul Moffett Gateway (Arden/G.E.) (1221 Crossman Ave)	08/26/13		08/26/15	Y	80%	541,214	202,949	2,452,632
2012-7854	Jay Paul Moffett Place (1152 Bordeaux Dr)	12/03/13		DEV. AGR.	Y	78%	1,778,000	940,218	1,512,414
2014-7584	Four Corners 215 Moffett Park Dr	04/27/15		04/26/17	Y	60%	248,460	91,400	1,421,014
2015-7275	Moffett Towers 2	06/14/16		DEV. AGR.	Y	80%	1,400,000	727,448	693,566
2015-7400	1184 Mathilda	06/28/16		06/28/18		80%	220,000	248,259	445,307
2011-7759	NetApp Site 2	PENDING				76%	524,908	178,606	266,701
	Onizuka					80%	174,240	98,010	168,691
2016-7830	1190 Borregas Ave	PENDING				60%	65,240	27,500	141,191

* Project square footage includes existing Ariba Site(803-809 Eleventh Avenue) of 651,562 sq. ft. Planning Project 1999-1166)

11,993,830	5,298,810	141,191
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2017-7743

Moffett Park Specific Plan Area

SPECIFIC PLAN AMENDMENT INITIATION

2000-ft Area Map

0 625 1,250 2,500 Feet



mishijima@sunnyvale.ca.gov

PUBLIC HEARINGS/GENERAL BUSINESS

2. [17-0947](#) **File #:** 2017-7743
 Locations: Moffett Park Specific Plan Area
 Proposed Project: General Plan Amendment Initiation: to consider amendments to the Moffett Park Specific Plan.
 Applicant / Owner: Google, Inc. (applicant) / various owners
 Environmental Review: The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (a).
 Project Planner: Andrew Miner, (408) 730-7707, aminer@sunnyvale.ca.gov

Commissioner Howe recused himself due to a potential economic conflict of interest.

Chair Rheume recused himself due to a potential economic conflict of interest.

Planning Officer Andrew Miner presented the staff report.

Commissioner Simons confirmed with Planning Officer Miner that the Planning Commission can make recommendations to include in the motion for Council consideration.

Commissioner Simons commented on the need for a Moffett Park Bicycle and Pedestrian Master Plan. Planning Officer Miner acknowledged the point and provided background information about the future operation of Moffett Park. Commissioner Simons asked staff about future issues, such as gap closures and compliance with Vision Zero. Planning Officer Miner commented on circulation and access to Moffett Park and noted that the Bicycle and Pedestrian Advisory Committee would be included in the review process.

Commissioner Harrison asked staff about the timing to complete the Peery Park Specific Plan. Planning Officer Miner provided details and advised that one and half years is a reasonable estimate to update the Moffett Park Specific Plan (MPSP).

Commissioner Harrison asked staff to explain the development history of Moffett Park. Planning Officer Miner advised that the goal was to provide an area in the City that would attract global companies. Planning Officer Miner stated that residential developments have not yet been developed in Moffett Park because of the previous and current industrial uses but that analysis pertaining to safety concerns with

residential development would be included in the study. Planning Officer Miner provided background about the evolution of the City's industrial areas and current development trends.

Commissioner Harrison asked staff when a Specific Plan would normally come up for review. Planning Officer Miner advised that plans are generally expected to last 25 – 30 years but that due to the rapid change in the Bay Area there is a need to reevaluate sooner. Planning Officer Miner spoke about current conditions and advised that if Google hadn't made the request the MPSP would have likely been reviewed in five years.

Commissioner Harrison confirmed with Planning Officer Miner that the Transfer of Development Rights (TDR) included in the MPSP would allow an applicant to transfer development rights between parcels.

Commissioner Olevson asked staff about funding for the potential study. Planning Officer Miner stated that Google would pay the cost as the applicant and initiator of this request, but that preparation of the plan would be led by the City.

Commissioner Olevson commented that Moffett Park was designed for industrial uses and asked staff if the impact on the Department of Public Safety (DPS), including Fire Station Five, would be analyzed in the study. Planning Officer Miner confirmed that this would be studied and that the DPS would be included in the review process. Planning Officer Miner commented that utilities would also be reviewed for potential required upgrades.

Vice Chair Weiss opened the Public Hearing.

Mark Golan, Vice President of Real Estate and Workplace Services at Google, presented images and information about the proposed project.

Jim Thorne, business owner in Moffett Park, asked that consideration be given to existing business owners who are struggling to stay in business as companies move out of Moffett Park or are bought out.

Richard Mehlinger, Sunnyvale resident, spoke in support of the proposed project and commented that this project could help correct the jobs to housing imbalance.

Kerry Haywood with the Moffett Park Business Group, spoke in support of the

proposed project and noted that this study would provide a platform on which to analyze current challenges and explore opportunities for Moffett Park.

Commissioner Harrison asked Ms. Haywood about Lockheed Martin's feedback. Ms. Haywood advised that Lockheed Martin is evolving as a company and wants to be part of this process.

Senior Assistant City Attorney Rebecca Moon commented that Planning Commissioners should disclose if they met with the applicant and advise the content of their discussion.

Vice Chair Weiss disclosed that she met with the applicant last week to view the presentation slides and ask questions.

Commissioner Harrison disclosed that she met with the applicant last week to view the presentation slides and ask questions about sea level rise and public participation.

Commissioner Howard disclosed that he met with the applicant last week and noted Google's desire for architectural innovation as well as their concern for sufficient density in mixed-used development.

Vice Chair Weiss closed the Public Hearing.

MOTION: Commissioner Simons moved and Commissioner Howard seconded the motion for Alternatives 1 and 2 –

1. Initiate a General Plan/Specific Plan Amendment study to consider amending the Moffett Park Specific Plan; and
2. Provide direction: a) to prepare a work plan and project description after initial community outreach and return to the Planning Commission for a recommendation and to City Council for action, b) on any plan features that the City Council would like included or would not like included, and c) to commence work on the amendment studies only if fully paid for by the applicant or applicants.

Commissioner Simons recommended the addition of a chart that outlines the original allocated square footage in Moffett Park, how the development reserve has decreased over time and the impact of this future project.

Commissioner Simons recommended the inclusion of the current water capacity for

Moffett Park, planned potential usage and impacts on capacity. Planning Officer advised that a Water Supply Assessment is required and would be presented at a future Planning Commission meeting if the study is approved.

Commissioner Simons requested the addition of a Bicycle Pedestrian Master Plan that incorporates the following aspects: type IV bicycle lanes; Light Rail and other transportation; potential transportation gaps and mitigation measures; Mary Avenue bike route to Cupertino; Borregas Avenue bridge access; Mountain View connection via Moffett Drive; bike and pedestrian access points to the Bay trail; sidewalk width consistency with VTA, CalTrans and AASHTO standards; public safety impacts related to Fire Station Five; east routes along 237; Lawrence Expressway as a bicycle and pedestrian corridor.

Commissioner Howard confirmed with Planning Officer Miner that these requests are understood by staff.

Commissioner Simons commented on current opportunities given the dramatic change in the Bay area. Commissioner Simons stated that Moffett Park previously excluded housing due to its industrial nature but that this area is changing. Commissioner Simons noted that it would be beneficial if the MPSP review could alleviate some of the long-standing problems in the City, such as access, connectivity and increasing the use of alternative transportation.

Commissioner Howard commented that he spoke before the Mountain View City Council to advocate Google's Bayshore plan. Commissioner Howard stated his general concerns regarding the technology industry bubble and the corresponding lack of communication with the public. Commissioner Howard stated an opinion that Google's mixed-used developments will improve interaction with cities and the public. Commissioner Howard encouraged the applicant to support employees leaving the office during the day to potentially patronize local businesses. Commissioner Howard commented on the need for self-driving public transportation in this region and noted that California Senate Bill SB 827 would increase height and density limits by right if a project is within a certain proximity to transportation.

Commissioner Harrison asked staff how this potential Specific Plan Amendment would tie into the Housing Element. Planning Officer Miner stated that aspects of the Housing Element may need to be updated and that this potential change would increase the number of planned housing units.

Commissioner Harrison stated that she will be supporting the motion. Commissioner Harrison noted that this is an opportunity to develop design criteria around duck outs and a variety of building heights. Commissioner Harrison noted that the variety of building heights is a Planning Commission proposed Study Issue. Commissioner Harrison stated an opinion that varying building heights would generate more of a community feel and that the aggregated density would still meet the General Plan limits.

Commissioner Olevson stated that he will be supporting the motion. Commissioner Olevson commented on the real estate meltdown and the shutdown of Downtown during the recession and stated that it is appropriate to reevaluate plans from 14 years ago. Commissioner Olevson stated that it is time to look at Moffett Park and how the changes will affect the City, including infrastructure such as the DPS.

Vice Chair Weiss stated that she will be supporting the motion. Vice Chair Weiss noted that changes in this region have spurred growth and that there is a corresponding need to revision with input from the community and the Climate Action Plan 2.0 Advisory Committee. Vice Chair Weiss commented on the need for complete neighborhoods and streets and integration of local business with residential developments. Vice Chair Weiss stated an opinion that MPSP could be a model for other cities struggling with the jobs to housing imbalance. Vice Chair Weiss noted her hope that the study can be completed thoroughly and efficiently.

The motion carried by the following vote:

Yes: 5 - Vice Chair Weiss
Commissioner Harrison
Commissioner Howard
Commissioner Olevson
Commissioner Simons

No: 0

Recused: 2 - Chair Rheaume
Commissioner Howe

Planning Officer Miner advised that this item goes to the City Council on February 6th, 2018.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

Katherine Hall

From: Katherine Hall
Sent: Thursday, January 18, 2018 4:33 PM
To: Katherine Hall
Subject: FW: Letter to Planning Commission
Attachments: MPSP_Rvw-PC.2018.pdf

From: Kerry Haywood
Sent: Thursday, January 18, 2018 4:10 PM
To: PlanningCommission AP <PlanningCommission@sunnyvale.ca.gov>
Cc: Kerry Haywood
Subject: Letter to Planning Commission


Dear Planning Commission,

Attached is a letter from the Moffett Park Business Group that I would like submitted for the January 22, 2018 Planning Commission meeting.

Regards,

Kerry Haywood

Kerry Haywood

Executive Director
Moffett Park Business Group
PO Box 60995
Sunnyvale, CA 94088-0995

www.mpbq.org



January 2, 2018

Sunnyvale Planning Commission
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94088-3707

Dear Planning Commissioners:

The Moffett Park Business Group (MPBG) requests that you approve the City of Sunnyvale staff to move forward with a study of the guidelines and all possible opportunities within the Moffett Park Specific Plan (MPSP).

By way of reference, MPBG is a non-profit organization of employers and developers located in the Moffett Park. We are committed to supporting the social, environmental, and economic health of the park. Within this commitment our members understand the importance of taking an active role to shape the future of the community. Hence, our interest in the MPSP.

We understand change can happen quickly in today's business setting. Yet, many businesses require an environment that is stable and allows opportunities for visionary growth. Companies no longer have the luxury of building their enterprise solely within their four walls. They understand where their employees live, how their employees get to work, and how their employees interact within their personal and business communities greatly impact their business operations. Therefore, companies now want to take an active role shaping the communities they develop and work in.

Hence, the MPBG sees moving forward with a study is a safe way to carefully analyze all possibilities for mindful growth and to collect all stakeholders input before commitments to change are made. MPBG, as a result, supports a study to explore opportunities within the MPSP and supports our role to be an active stakeholder within the process.

Thank you for your consideration.

Sincerely,

Kerry Haywood

Kerry Haywood
Executive Director
Moffett Park Business Group

cc: MPBG Members
Frank Klug, Lockheed Martin Space Systems
Dawn Girardelli, Foothill College Sunnyvale Center
Steve Joesten, Infinera
Troy Ward, Juniper Networks
Terry Smith, Microsoft Corporation

P.O. Box 60995 Sunnyvale, CA 94088

Katherine Hall

From: Katherine Hall
Sent: Monday, January 22, 2018 9:25 AM
To: Katherine Hall
Subject: FW: In support of housing in Moffett Park

From: Karen Schlessner
Sent: Sunday, January 21, 2018 5:50 PM
To: PlanningCommission AP <PlanningCommission@sunnyvale.ca.gov>
Subject: In support of housing in Moffett Park

Dear Planning Commission and Staff,

I was pleased to hear that Google is asking for a Moffett Park Specific Plan Exemption which would allow for mixed-use development instead of just offices.

Mixed-use developments like this are a great way to ease the housing shortage while also creating vibrant neighborhoods. I strongly support this proposal and I ask the Commission to do all it can to maximize the housing potential of this area.

Mountain View recently showed leadership on this issue by allowing 9,850 urgently needed homes in their North Bayshore area. I hope we can do at least as much here in Sunnyvale.

Sincerely,
Karen Schlessner
1000 Escalon Ave.
Sunnyvale, CA

Katherine Hall

From: Katherine Hall
Sent: Monday, January 22, 2018 10:46 AM
To: Katherine Hall
Subject: FW: Please vote to approve more housing at Moffett

From: Kevin Burke
Sent: Monday, January 22, 2018 10:17 AM
To: PlanningCommission AP <PlanningCommission@sunnyvale.ca.gov>
Subject: Please vote to approve more housing at Moffett

Members of the Planning Commission,

I'm a renter and a tech worker. I'm worried that the growth of the tech industry plus a lack of new housing supply will cause higher rents. We have largely observed this over the past few years and the results have been really bad for working families on the Peninsula.

Adding more housing will help lower rents (or prevent their upward spiral) by reducing the competition for existing housing.

This proposal in particular is extremely close to a large office campus which should help reduce the number of cars on the road and encourage other forms of transportation like biking and walking.

Thanks, Kevin

Katherine Hall

From: Katherine Hall
Sent: Monday, January 22, 2018 5:15 PM
To: Katherine Hall
Subject: FW: In support of Moffett Park housing

-----Original Message-----

From: Jason Uhlenkott
Sent: Monday, January 22, 2018 4:52 PM
To: PlanningCommission AP <PlanningCommission@sunnyvale.ca.gov>
Subject: In support of Moffett Park housing

Dear Planning Commissioners,

I support the proposal for mixed-use development including housing in Moffett Park. Please do everything possible to maximize the housing potential of this area.

Sincerely,
Jason Uhlenkott
1000 Escalon Ave.
Sunnyvale, CA



City of Sunnyvale

Agenda Item

18-0062

Agenda Date: 2/6/2018

REPORT TO CITY COUNCIL

SUBJECT

Introduce an Ordinance to Amend Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units) and Find that the Action is Exempt from Environmental Review Pursuant to Public Resources Code Section 21080.17

SUMMARY OF COMMISSION ACTION

The Planning Commission considered this item on January 8, 2018.

The Planning Commission voted 7-0 to recommend that the City Council make the finding that the action is exempt from CEQA pursuant to Public Resources Code Section 21080.17 and introduce an Ordinance (Attachment 2 to this report) to adopt the proposed amendments to Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units). The recommendation from the Planning Commission contained no modifications from the staff recommendation, and no members of the public had comments regarding this item. The report from the January 8, 2018 Planning Commission hearing is Attachment 1 and an excerpt of the minutes from this meeting can be found in Attachment 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.

ALTERNATIVES

1. Make the finding that the action is exempt from CEQA pursuant to Public Resources Code Section 21080.17 and introduce an Ordinance (Attachment 2 to this report) to adopt the proposed amendments to Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units).
2. Do not make the finding that the action is exempt from CEQA pursuant to Public Resources Code Section 21080.17 and do not adopt the proposed amendments to Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units).

STAFF RECOMMENDATION

Alternative 1: Make the finding that the action is exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and introduce an Ordinance (Attachment 2 to the report) to adopt the proposed amendments to Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units).

The 2017 Accessory Dwelling Unit (ADU) clean-up bills require local governments to amend their

ADU codes to comply with current State law (Government Code Section 65852.2). The proposed amendments to Sunnyvale Municipal Code Section 19.68.040 in Attachment 2 will ensure there are no potential inconsistencies with the amended state law.

Prepared by: Shila Behzadiaria, Assistant Planner

Reviewed by: Amber Blizinski, Principal Planner

Reviewed by: Andrew Miner, Planning Officer

Reviewed by: Trudi Ryan, Director, Community Development

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Report to Planning Commission 17-1106, January 8, 2018 (without attachments)
2. Draft Ordinance

Additional Attachments for Report to Council

3. Excerpt of Minutes from the January 8, 2018 Planning Commission Meeting



City of Sunnyvale

Agenda Item

17-1106
Agenda Date: 1/8/2018

REPORT TO PLANNING COMMISSION

SUBJECT

Recommend that City Council adopt an ordinance to amend Sunnyvale Municipal Code Section 19.68.040 (Accessory dwelling units) and find that the action is exempt from environmental review pursuant to Public Resources Code 21080.17.

BACKGROUND

Government Code Section 65852.2, as amended in late 2016 by Senate Bill 1069 and Assembly Bill 2299, created a streamlined permitting process for accessory dwelling units (ADUs). The legislation requires local jurisdictions to consider ADUs as allowed uses within single-family residential zoning districts, subject to limited development standards. Additionally, the legislation required local jurisdictions to update existing ADU regulations for consistency with the new requirements by January 1, 2017. On December 13, 2016, the City of Sunnyvale became one of the first jurisdictions in California to amend its codes for ADUs to comply with this new law. (Sunnyvale Municipal Code Section 19.68.040).

Subsequently, the City considered further refinements to the ADU regulations as part of an action item in the 2015-2023 Housing Element of the Sunnyvale General Plan. In November 2017, the City Council adopted several additional amendments to Sunnyvale Municipal Code Section 19.68.040 as recommended by staff, following several months of public outreach. Those amendments further reduced the minimum lot size for newly built ADUs in the R-0 and R-1 zones, made the owner-occupancy requirement permanent, and made several other minor changes. Those amendments increased the number of single family lots in those zones where an ADU can potentially be developed.

Meanwhile, in late 2017, the state Legislature enacted two new bills, Senate Bill 229 and Assembly Bill 494, to clarify certain unclear and inconsistent provisions in the 2016 legislation. To ensure that the City's ADU ordinance is fully consistent with the 2017 amendments, staff has prepared a draft ordinance (Attachment 2) that makes several minor changes to Sunnyvale Municipal Code Section 19.68.040, as explained below.

EXISTING POLICY

Sunnyvale General Plan, Housing Element

- *Policy A.1* - Encourage diversity in the type, size, price and tenure of residential development in Sunnyvale, including single-family homes, townhomes, apartments, mixed-use housing, transit-oriented development and live-work housing.
- *Policy D.1* - Provide sites for development of housing that responds to diverse community needs in terms of density, tenure type, unit size, accessibility, location and cost.
- *Policy F.1* - Continue efforts to balance the need for additional housing with other community

17-1106Agenda Date: 1/8/2018

values, including preserving the character of established neighborhoods, high quality design, and promoting sense of identity in each neighborhood.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code, which provides that CEQA does not apply to the adoption of an Accessory Dwelling Unit ordinance to implement the provisions of Section 65852.2 of the Government Code.

DISCUSSION

Several provisions in the state's 2016 ADU legislation were poorly drafted and raised questions of interpretation due to unclear or ambiguous language. In response, the Legislature enacted a set of "clean-up" amendments in late 2017 (Senate Bill 229 and Assembly Bill 494). Although these changes are largely technical and non-substantive in nature, staff recommends making minor changes to wording of the City's ADU ordinance to ensure there are no potential inconsistencies with the state law.

The clarifications to the Sunnyvale Municipal Code include the following:

- ADUs created by converting existing space ("interior space conversions"), which the City must ministerially approve, will be allowed on any lot where a single-family home is permitted by right including R-0, R-1, R-1.5, R-1.7/PD, DSP and R-2 zoning districts. Staff originally felt that the 2016 legislation left room for interpretation as to the definition of a "single-family residential zone". Only R-0 and R-1 zoning districts are considered "single-family residential zones" in Sunnyvale's Zoning Code. However, the 2017 amendments clarify that interior space conversions must be allowed in "any zone for single-family use".
- Accessory structures that may be converted to an ADU include but are not limited to "a studio, pool house, or other similar structure".
- ADUs are allowed in conjunction with an existing or proposed single-family home.
- Parking may be provided as tandem parking in "a driveway" not just an "existing" driveway (i.e., a homeowner could meet parking requirements by constructing a new driveway for tandem parking).
- When an existing garage or portion of an existing garage is converted to an ADU, no setback is required.
- Parking in setback areas may be denied if found to be infeasible due to fire and life safety conditions.

This item will be considered by the City Council on February 6, 2018.

FISCAL IMPACT

The proposed amendments to the Sunnyvale Municipal Code related to development of Accessory Dwelling Units merely clarify existing law and would have no or negligible fiscal impacts to the City's General Fund.

PUBLIC CONTACT

Public contact regarding this item was made in the following ways:

17-1106Agenda Date: 1/8/2018

1. Posting the Agenda for Planning Commission on the City's official-notice bulletin board outside City Hall and by making the agenda and report available at the Sunnyvale Public Library and on the City's website;
2. Publication in the *Sun* newspaper, at least 10 days prior to the hearing; and
3. E-mail notification of the hearing dates sent to all interested parties and neighborhood associations.

ALTERNATIVES

Recommend that the City Council:

1. Make the finding that the action is exempt from CEQA pursuant to Public Resources Code Section 21080.17 and introduce an Ordinance (Attachment 2 to this report) to adopt the proposed amendments to Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units).
2. Do not make the finding that the action is exempt from CEQA pursuant to Public Resources Code Section 21080.17 and do not adopt the proposed amendments to Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units).

STAFF RECOMMENDATION

Recommend that the City Council:

Alternative 1: Make the finding that the action is exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and introduce an Ordinance (Attachment 2 to the report) to adopt the proposed amendments to Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units).

The 2017 ADU clean-up bills require local governments to amend their ADU codes to comply with current State law (Government Code Section 65852.2). The proposed amendments to Sunnyvale Municipal Code Section 19.68.040 in Attachment 2 will ensure there are no potential inconsistencies with the amended state law.

Prepared by: Shila Behzadiaria, Assistant Planner
Reviewed by: Amber Blizinski, Principal Planner
Reviewed by: Andrew Miner, Planning Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Not Used (*Reserved for Report to Council*)
2. Draft Ordinance

DRAFT 12/7/17 rim

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE TO AMEND SECTION 19.68.040
(ACCESSORY DWELLING UNITS) OF TITLE 19 (ZONING)
OF THE SUNNYVALE MUNICIPAL CODE**

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

SECTION 1. SECTION 19.68.040 AMENDED. Section 19.68.040 of Chapter 19.68 (Mobile, Accessory, and Single Room Occupancy Living Units) of Title 19 (Zoning) of the Sunnyvale Municipal Code is hereby amended to read as follows:

19.68.040. Accessory dwelling units.

(a) [Text unchanged]

(b) [Text unchanged]

(c) **Newly constructed or expanded structures.** The following requirements apply to all accessory dwelling units other than qualified conversions of existing interior space as provided in subsection (d), below.

(1) Location. Accessory dwelling units shall be allowed only in the following zoning districts in conjunction with a single-family dwelling or proposed single-family dwelling:

(A) – (C) [Text unchanged]

(2)–(3) [Text unchanged]

(4) Parking.

(A) In addition to the parking spaces required for the primary residence, at least one off-street parking space shall be provided for each accessory dwelling unit, which may be provided as tandem parking in ~~an existing~~ a driveway.

(B) If a garage, carport, or covered parking structure is converted or demolished in conjunction with the construction of an accessory dwelling unit, those off-street parking spaces shall be replaced. The replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical parking lifts. No setback is required for an existing garage that is converted to an accessory dwelling unit or portion of an accessory dwelling unit.

(C) Parking in setback areas or tandem parking may be denied if found to be infeasible due to specific site or fire and life safety conditions.

(D) Exceptions. Off-street parking spaces for the accessory dwelling unit are not required if any of the following circumstances apply.

(i)-(ii) [Text unchanged]

(iii) The accessory dwelling unit is part of the proposed or existing primary residence or an ~~existing~~ accessory structure.

(iv) [Text unchanged]

(5) [Text unchanged]

(d) Conversions of Existing Interior Space. An application for a building permit to create one accessory dwelling unit ~~per-on a lot containing one~~ single-family ~~lot-dwelling~~ in the R-0, ~~or~~ R-1, R-1.5, R-1.7/PD, R-2, or residential DSP zoning districts shall be ministerially approved subject to the following requirements:

(1) The unit is contained within the existing space of a legally permitted single family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure. ~~or single-family residence.~~

(2)-(7) [Text unchanged]

SECTION 2. CEQA - EXEMPTION. The City Council finds that this ordinance is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code, which provides that CEQA does not apply to the adoption of an Accessory Dwelling Unit ordinance to implement the provisions of Section 65852.2 of the Government Code. 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. 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 _____, 2017, 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

4. [17-1106](#) Recommend that City Council adopt an ordinance to amend Sunnyvale Municipal Code Section 19.68.040 (Accessory dwelling units) and find that the action is exempt from environmental review pursuant to Public Resources Code 21080.17.

Assistant Planner Shila Behzadiaria presented the staff report.

Planning Officer Andrew Miner commented that the proposed changes are solely to be consistent with the changes to the state law.

Chair Rheume opened the Public Hearing.

Chair Rheume closed the Public Hearing.

MOTION: Vice Chair Weiss moved and Commissioner Howe seconded the motion for Alternative 1 – Make the finding that the action is exempt from CEQA pursuant to Public Resources Code Section 21080.17 and introduce an Ordinance (Attachment 2 to this report) to adopt the proposed amendments to Sunnyvale Municipal Code Section 19.68.040 (Accessory Dwelling Units).

Vice Chair Weiss stated that these changes will clear up any inconsistency with state law and that the clarification will make it easier to implement.

The motion carried by the following vote:

Yes: 7 - Chair Rheume
Vice Chair Weiss
Commissioner Harrison
Commissioner Howard
Commissioner Howe
Commissioner Olevson
Commissioner Simons

No: 0

Planning Officer Miner advised that this item goes to the City Council on February 6th, 2018.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

Chair Rheume asked staff how landscaping design takes utilities such as backflow preventers and utility cabinets into consideration. Planning Officer Miner stated that



City of Sunnyvale

Agenda Item

18-0120

Agenda Date: 2/6/2018

REPORT TO COUNCIL

SUBJECT

Approve Memorandum of Understanding between the City of Sunnyvale and the Communication Officers Association, Adopt two Resolutions: (1) Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category A (Classified Employees Represented by the Communication Officers Association ("COA")), and (2) For Paying and Reporting the Value of Employer Paid Member Contributions for CalPERS Retirement for COA Employees

BACKGROUND

A Tentative Agreement has been reached between the City of Sunnyvale (City) and the Communication Officers Association (COA) on a successor Memorandum of Understanding (MOU). COA represents Senior Public Safety Dispatchers, Public Safety Dispatchers, and Public Safety Dispatchers-In-Training. This report recommends approval of the MOU, which, if approved by the City Council, will be in effect from January 1, 2018 through and including December 31, 2021.

The MOU between the City and COA expired on December 31, 2017. Representatives for the City and COA began the meet and confer process in August 2017 and met 7 times to reach an agreement. A Tentative Agreement was reached on January 19, 2018, and on January 28, 2018, the City was notified that the COA membership ratified this agreement.

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:

Wages and Salary Survey

The prior 2015-2017 MOU provided salary adjustments for employees represented by COA based on an annual market survey of total compensation for 12 Bay Area cities. The methodologies of the survey remain the same in the 2018-2021 MOU. The formula sets salaries at 5% above the survey average on total compensation.

The only change is the wage differential between Public Safety Dispatcher and Senior Public Safety Dispatcher. Step 5 of the classification of Senior Public Safety Dispatcher was set at 14.5% above Step 5 of Public Safety Dispatcher in the prior MOU. The wage differential is increased to 15% in the 2018-2021 MOU.

Based on the results of January 2018 survey, it is recommended that the Schedule of Pay of the Salary Resolution be amended to reflect the new pay rate for Pay Plan Category A with an increase of 3.12%, effective February 11, 2018.

Going forward, staff intends to place amendments to the Schedule of Pay for bargaining units on the Consent Agenda when those amendments implement and are consistent with the terms of previously approved Memoranda of Understanding for applicable bargaining units (such as annual salary survey requirements).

Retirement

The total employee share of retirement required by CalPERS for Classic employees is 8% for tier 1 miscellaneous employees (2.7% at 55 formula) and 7% for tier 2 miscellaneous employees (2% at 60 formula). The City will increase the Employer Paid Member Contribution (EPMC) from 2% to 4%. This is consistent with the other bargaining units, and the City's actuary has determined that paying the EPMC is more cost effective for the City in the long-run. Tier 1 employees will pay the remaining 4% of the employee's contribution, and tier 2 employees will pay the remaining 3% of the employee's contribution.

Work Schedule

The existing 4/11 work schedule will continue. The pay practice of "balancing hours" and using the "fixed wages for fluctuating hours of work" methodology of payment under the FLSA will cease. Employees shall be paid for their actual worked and paid leave hours for each pay period.

Certification Pay

The certification pay of 1.5% will be modified to 1% for Emergency Medical Dispatcher Certification, 1% for Emergency Fire Dispatcher Certification and 1% for Emergency Police Dispatcher Certification.

Holiday In-Lieu Pay

The practice of pro-rating holiday in-lieu pay shall cease. Employees shall receive the full holiday in-lieu pay as long as the employee is in pay status in the pay period.

Education Incentive

Eligible employees shall receive 2.5% in addition to their normal base pay for possession of a Bachelor's Degree from an accredited college or university.

Insurance

- Employee Assistance Program (EAP) - The City will pay the EAP premium instead of deducting payment from the City cafeteria contribution.
- Vision insurance - Employee enrollment to vision insurance will change from mandatory to optional (voluntary).
- Life and AD&D insurance - The City cafeteria contribution will no longer pay for the supplemental life and AD&D insurance premium. Such premium will be paid by employees.

Cash In-Lieu of Medical Coverage

This benefit will be eliminated.

Paid Time Off (PTO)

The City Manager may authorize a higher accrual rate for newly hired employees.

Release Time for Association Business and Association Leave Bank

Release time will be provided for Association representatives to attend association business. In addition, employees represented by COA will contribute annually to the Association 1 hour of his/her accrued PTO to an Association leave bank.

FISCAL IMPACT

The FY 2017/18 Recommended Budget includes assumptions on increases in total compensation, which include salaries, benefits, and retirement. Adjustments in salary also affect salary related benefits, including retirement. The impact of the survey results over the projected budget assumptions (FY 2017/18) is estimated to be approximately \$38,000 per year. The Department of Public Safety FY 2017/18 Recommended Budget is \$99.5 million. The partial year impact of this adjustment can be absorbed within the department's budget.

The total twenty-year impact of the proposed MOU is approximately \$2.2 million and will be included in the FY 2018/19 Recommended Budget.

PUBLIC CONTACT

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

ALTERNATIVES

1. Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Communication Officers Association, Adopt two Resolutions: 1) Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category A (Classified Employees Represented by the Communication Officers Association), and 2) for Paying and Reporting the Value of Employer Paid Member Contributions for CalPERS Retirement for COA Employees
2. Do Not Authorize the City Manager to Execute the Memorandum of Understanding between

the City of Sunnyvale and the Communication Officers Association, and do not adopt the two related resolutions

STAFF RECOMMENDATION

Alternative 1: Authorize the City Manager to Execute the Memorandum of Understanding between the City of Sunnyvale and the Communication Officers Association, Adopt two Resolutions: 1) Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category A (Classified Employees Represented by the Communication Officers Association), and 2) for Paying and Reporting the Value of Employer Paid Member Contributions for CalPERS Retirement for COA employees.

Prepared by: Vienne Choi, Principal Human Resources Analyst

Reviewed by: Anthony Giles, Interim Director, Human Resources

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Memorandum of Understanding between the City of Sunnyvale and the Communication Officers Association (COA) 2018-2021 - no markup version
2. Memorandum of Understanding between the City of Sunnyvale and the Communication Officers Association (COA) 2018-2021 - redlined version
3. January 2018 Total Compensation Survey
4. Excerpt of Salary Table of COA Classifications
5. Resolution Amending the City's Salary Resolution and the Schedule of Pay to Increase Salaries for Pay Plan Category A (Classified Employees Represented by the Communication Officers Association)
6. Resolution for Paying and Reporting the Value of Employer Paid Member Contributions for COA employees

CITY OF SUNNYVALE
and
COMMUNICATION OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

January 1, 2018 – December 31, 2021



Sunnyvale

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COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUNNYVALE
AND THE
COMMUNICATION OFFICERS ASSOCIATION
2018-2021

PREAMBLE

This Memorandum of Understanding (MOU) is between the City of Sunnyvale (City) and the duly authorized representatives of the Communication Officers Association (COA). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this unit.

Article 1 - Recognition

- 1.1 The Communication Officers Association is recognized as the exclusive representative of employees in the Department of Public Safety's Communications (Dispatch) Unit. Represented classifications include, but are not limited to: Senior Public Safety Dispatcher, Public Safety Dispatcher, and Public Safety Dispatcher-in-Training.
- 1.2 Additional classifications, as deemed appropriate and as mutually agreed upon by the parties to be placed in this Unit, shall be included upon such determination.

Article 2 - Scope of Representation

- 2.1 The scope of representation of the Recognized Employee Organization shall be wages, hours and other terms and conditions of employment as defined by the Meyers-Milias-Brown Act.

Article 3 - Ratification

- 3.1 It is agreed that the provisions of this MOU are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Sunnyvale.

Article 4 - Term

- 4.1 The term of this agreement shall be from the later of January 1, 2018 or

upon ratification of the parties and through December 31, 2021.

Article 5 - City Rights

- 5.1 It is understood and agreed that the City retains all of its powers, rights, authority, duties and responsibility conferred upon and vested in it by the Laws and Constitution of the State of California, the City Charter, and the City Municipal Code, except as specifically limited, abridged or relinquished by the terms of this MOU.

Article 6 - Ordinances, Codes, Resolutions

- 6.1 This MOU complies with the provisions of City's Employer-Employee Relations Code, Chapter 2.24 in that the Employer-Employee Representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

Article 7 - Full Understanding, Modifications, and Waivers

- 7.1 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.

- 7.2 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 MOU provision herein.

City agrees to notify the COA 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 COA 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. Once impasse is reached, either party may exercise its rights pursuant to the Meyers-Milias-Brown Act. The parties acknowledge that impasse procedures are covered under the City's Municipal Code, Chapter 2.24.

- 7.3 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.

Article 8 - Severability

- 8.1 In the event that any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall remain in full force and effect.
- 8.2 If a provision is declared invalid or unenforceable as provided in Section 8.1 above, then at the written request of either party submitted to the other within fifteen (15) calendar days of such action by the court, the parties shall promptly meet to determine the impact of such.

Article 9 - Renegotiations

- 9.1 Parties agree to commence negotiations no later than 120 days prior to the termination date of the MOU.

Article 10 - Concerted Activities

- 10.1 Employees will not strike, withhold services, engage in "slow-downs" or "sick-ins" or participate in any form of concerted activity which is intended to or does adversely affect job performance or rendering of City services.

Article 11 - Definitions

- 11.1 For purposes of this MOU, "payroll calendar year" is defined as beginning on the first day of the first pay period with a paycheck issuance date in January, and ending on the last day of the last pay period with a paycheck issuance date in the following December.

Article 12 - Civil Service Rules and Regulations

- 12.1 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.

Article 13 - Non-Discrimination

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any protected category under state and federal law.

- 13.1 The parties agree that a variety of state and federal laws prohibit discrimination and retaliation. Employees experiencing discrimination may pursue any remedies available to them under such laws. The grievance and arbitration mechanism in this MOU may not be used to

pursue discrimination, retaliation or harassment claims, except for alleged violations of Section 13.2. They and each of them shall not discriminate against any employee or Organization member on account of complaints asserting violation of Article 13 that may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided in section 13.2.

13.2 The parties agree that they and each of them shall not discriminate or retaliate against any employee because of membership or non-membership in the Communication Officers Association (COA), or because of any authorized and lawful activity on behalf of the COA, or because of the lawful exercise of rights under this agreement.

13.3 The Sunnyvale Communication Officers Association supports in full the City's Equal Employment Opportunity Program.

Article 14 - Authorized Agents

For purposes of administering the terms and provisions of this MOU:

14.1 City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (street address: 505 W. Olive Avenue, Suite 200, Sunnyvale, CA 94086; mailing address P.O. Box 3707, Sunnyvale, CA 94088-3707; telephone (408) 730-3001), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

14.2 The Association's principal authorized agent shall be the President of the Communication Officer's Association or his/her duly authorized representative. The Association's official mailing address is: P.O. Box 60372, Sunnyvale, CA 94088.

Article 15 - Wages

15.1 Steps 1 through 4 for Public Safety Dispatcher shall be set so that Step 2 is 5% more than Step 1; Step 3 is 5% more than Step 2; Step 4 is 5% more than Step 3; and Step 5 is 5% more than Step 4.

15.2 The salary for Step 3 of Public Safety Dispatcher-in-Training shall be 5% below Step 1 of Public Safety Dispatcher. Step 1 through 3 of Public Safety Dispatcher-in-Training is 5% more than each previous step.

15.3 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the salary for Step 5 of Senior Dispatcher shall be 15% more than Step 5 of Public Safety Dispatcher.

15.4 Formula

- 15.4.1 The parties shall survey and agree upon the total compensation for the Public Safety Dispatcher in the agencies listed in Section 15.5 below.
- 15.4.2 Total compensation shall include the individual compensation items listed in Section 15.6.
- 15.4.3 The compensation figures derived from the survey will be applied as described in Section 15.7.
- 15.4.4 Total compensation shall be averaged. The Sunnyvale Public Safety Dispatchers shall then receive compensation five percent (5%) above that average.

15.5 Survey Agencies

The parties agree the dispatch agencies to be surveyed shall be:

Alameda
Concord
Fremont
Hayward
Milpitas
Mountain View
Palo Alto
Richmond
San Jose
San Leandro
San Mateo
Santa Clara

15.6 Survey Items

The parties agree that total compensation shall include only the following:

- 15.6.1 Top-step monthly base salary for the journey-level dispatch position;
- 15.6.2 The survey agency's payment of the employee's share of retirement;
- 15.6.3 The survey agency's payment for medical insurance.

15.7 Date of Implementation

Increases produced by the use of the formula will become effective the first full pay period following Council approval 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.

15.8 Methodology of Implementation

The parties agree that the proper methodology for determining the results of the formula set forth above shall be as follows:

15.8.1 Survey

Each agency listed in Section 15.5 above shall be surveyed by the city during the first 15 days of January to determine each item of compensation listed in Section 15.6 above that becomes effective January 1st of each year.

15.8.1(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

15.9 Calculation

The following calculation shall be performed for the Public Safety Dispatcher.

- 15.9.1 Salary and all benefits listed in Section 15.6 shall be determined in monthly dollar amounts.
- 15.9.2 Salary and all benefits listed in Section 15.6 shall be added to determine total compensation.
- 15.9.3 The average of the total compensation of the agencies shall be calculated.
- 15.9.4 Five percent (5%) shall be added to the total compensation average calculated in 15.9.3.

15.9.5 The dollar difference between the City of Sunnyvale's current total compensation and the average total compensation plus five percent (5%) as determined in 15.9.4 above shall be calculated.

15.9.6 The dollar difference calculated in 15.9.5 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 increase top-step monthly base salary, so as to equal five percent (5%) above market once all of the intermediary computations are calculated. Ultimately, Sunnyvale's new total compensation shall equal the average market total compensation plus five percent (5%).

15.10 Pay Date

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.

Article 16 - Certification Pay

16.1 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), employees in the bargaining unit shall be compensated at one percent (1%) above the employee's normal base pay for emergency dispatcher certification(s) by the National Academies of Emergency Dispatch (N.A.E.D.), for E.M.D., one percent (1%) above the employee's normal base pay for E.F.D, and one percent (1%) above the employee's normal base pay for E.P.D. The certification pay for E.M.D., E.F.D. and E.P.D do not compound. The City shall adjust the pay of the employee starting the first full pay period (retroactively if necessary) to the date on which the employee began performing the duties following receipt by the City's Human Resources Department of the employee's proof of possession of the certification(s).

Article 17 - In-Lieu Holiday Pay

In exchange for deletion of floating holiday, the holiday in-lieu shall be:

17.1 Employees shall be entitled to in-lieu holiday pay equivalent to 108 hours per year, paid at 4.15 hours per pay period, so long as the employee is in a paid status in that pay period.

Article 18 - Out-of-Class Premium

- 18.1 With management approval, employees who are eligible to work in a higher classification and work in such classification for a minimum of five (5) hours shall be compensated at five percent (5%) above the employees' normal base pay or the first step of the higher level position, whichever is greater.

Article 19 - Translator/Bilingual Pay

- 19.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Translator/Bilingual skills, if they meet the following criteria:
- 19.1.1 Certification by the Director of Public Safety that a particular assignment involves need for the required skills on a regular basis.
- 19.1.2 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 to be appropriate by the Director of Human Resources.
- 19.2 Qualifying languages are: Cantonese, Japanese, Mandarin, Portuguese, Spanish, Tagalog, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.
- 19.3 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.
- 19.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.
- 19.5 Payment shall be:
- 19.5.1 Fifty dollars (\$50.00) per month/twenty-three dollars and seven cents (\$23.07) per pay period for intermediate proficiency; or
- 19.5.2 Eighty-five dollars (\$85.00) per month/thirty-nine dollars and twenty-three cents (\$39.23) per pay period for advanced proficiency.

Article 20 - Trainer Compensation

- 20.1 An employee in the classification of Public Safety Dispatcher or Senior Public Safety Dispatcher who is assigned as a Trainer (CTO) shall be compensated at five percent (5%) above the employee's normal base pay when assigned to perform CTO duties as approved by the Communications Manager.

20.2 Duties of the CTO

20.2.1 Duties of the CTO include the following:

- i. Training new dispatchers.
- ii. Remedial training of employees.
- iii. Providing training material for dispatchers by attending work-related classes.
- iv. Writing, updating and/or re-writing Training Materials such as the Training Manual, Daily Observation Reports, etc.
- v. Making recommendations on how to improve the CTO program.
- vi. Assisting with training manual updates.
- vii. Other duties as assigned.

20.3 CTO Assignments

20.3.1 Management will assign CTO status.

20.3.2 If a Senior Dispatcher is assigned to fill in for a CTO who is absent from work, the Senior Dispatcher will be compensated for the hours performing the CTO duties.

Article 21 - Education Incentive Premium

21.1 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), Public Safety Dispatchers and Senior Public Safety Dispatchers shall receive education incentive premium in the following amounts beginning the pay period following verification of the degree is received by the Department of Human Resources.

21.1.1 An employee shall receive 2.5% above the employee's normal base pay if he/she has a Bachelor's Degree

21.2 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 accrediting 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.

Article 22 - Call-Back Pay

- 22.1 An employee who has completed his or her work day and has left his or her work site and is ordered to return to duty following the employee's normal work day shall receive pay for actual work performed or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:
 - 22.1.1 The order to return to work occurs following the termination of his or her work shift on the day the return is required,
 - 22.1.2 The return is necessitated by unanticipated work requirements, and
 - 22.1.3 The employee actually returns to work.
- 22.2 An employee who receives a "call back minimum" and who leaves work, shall not receive another "call back minimum" if he/she is called back to work within two (2) hours of the previous call back.
- 22.3 An employee who is ordered to begin his or her shift up to two (2) hours prior to his or her normal starting time shall not be eligible to call back pay for that early call back.

Article 23 - Uniforms

- 23.1 Employees in the Communications Unit are required to wear uniforms during work hours unless otherwise specified by the unit manager.
- 23.2 Each employee required by the City to wear a uniform shall receive a uniform in the manner determined by the City.
- 23.3 A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.
- 23.4 Once per fiscal year, the City will reimburse for boot allowance in the amount of \$100.

Article 24 - Retirement

- 24.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).

- 24.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.
- 24.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).
- 24.4 In the event that the City's payment of employees' CalPERS contribution is no longer authorized by law, the City has the right to discontinue it, in which the obligation to pay would fall upon the employee.

The City and COA further agree to meet and confer regarding the impact of such a change. At that point, there would be an adjustment to the salary formula.

24.5 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the City shall contribute four percent (4%) of the eight percent (8%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS 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 the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

24.6 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the City shall contribute four percent (4%)

of the seven percent (7%) employee contribution. Employee shall pay the remaining three percent (3%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS 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 the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

24.7 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

Article 25 - Federal Mandates/Social Security

- 25.1 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.
- 25.2 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.
- 25.3 If the parties have not reached agreement within 30 days of the request to negotiate, the matter shall be submitted to the City's impasse procedure.

Article 26 - Insurance Programs

26.1 General

The City shall continue to provide group medical, vision, life/accidental death & dismemberment (AD&D), long term disability (LTD) insurance plans, and employee assistance program.

During the term of this agreement, employees shall receive City contributions applied as provided in the City's Salary Resolution Section 5.505 to Section 5.525. The amount the City contributes shall be applied to medical and vision insurance.

The City contribution shall be \$815 per month.

26.2 Dental Insurance

26.2.1 Dental Insurance will continue to be provided by the Association.

26.2.2 The Association shall contract with a dental provider and make dental insurance available to all represented employees.

26.2.3 Employees shall not be eligible for dental insurance under the MOU until they have thirteen (13) pay periods of continuous service with the City.

26.2.4 The Association shall submit a detailed invoice including the name 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.

26.2.5 During the term of this agreement, the City shall contribute up to the same maximum amount as provided for PSOA.

26.3 Employee Assistance Program (EAP)

Benefits will be the same as those provided for other represented employees who participate in the Employee Assistance Program. Enrollment is mandatory. Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the premium is fully paid by the City.

26.4 Vision Care

Benefits will be the same as those provided for other employee groups who participate in the Vision Care Program.

26.5 Life Insurance/AD&D

The City shall provide basic Life and Accidental Death and Dismemberment Insurance (life/AD&D) for each employee in an amount equal to that employee's annual base salary, up to a maximum coverage of \$175,000.

Such insurance shall be at no cost to the employee, except that insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase supplemental life/AD&D insurance in an amount equal to the employee's annual base salary, up to a combined maximum coverage of \$175,000.

Current employees, who did not purchase supplemental life/AD&D insurance at the time of hire, may purchase supplemental life/AD&D insurance during open enrollment in an amount equal to the employee's annual base salary, up to a combined maximum coverage of \$175,000, subject to approval by the carrier.

Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the premiums for the supplemental life/AD&D insurance are paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the supplemental life/AD&D premiums

26.6 Long Term Disability (Income Protection)

The City shall provide long-term disability (LTD) benefits that provide 67% of the employee's pre-disability earnings to a maximum of \$11,000 per month of paid benefits, subject to the terms of the contract with the carrier. The premiums for such LTD insurance shall be paid by the City.

26.7 Reopener

At such time as regulations are issued implementing the Affordable Care Act (ACA), 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 and determine 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.

Article 27 - Premium Conversion

- 27.1 The City agrees 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.

Article 28 - Cash In-Lieu of Medical Coverage

Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), cash in-lieu of medical coverage is no longer offered.

Article 29 - Pre-Tax Benefit/Arrangement

29.1 Dependent Care Flexible Spending Arrangement (FSA)

The City shall continue to provide a plan in accordance with Internal Revenue Code Section 129 allowing employees to qualify for pre-tax dependent care savings.

29.2 Health Care Flexible Spending Arrangement (FSA)

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.

29.3 Commuter Transportation Benefit

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.

Article 30 - Paid Time Off

All probationary and regular employees shall accrue and use Paid Time Off (PTO) consistent with the provisions of this article.

30.1 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, and workers' compensation.

30.2 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.

30.3 Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below.

Accruals carry over from one payroll calendar year to the next.

Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the City Manager may authorize a higher accrual rate within the PTO accrual table for newly hired employees.

Service Period Pay Periods	Years	Hrs/PP	Accrual Rate Hrs/Yr
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

30.4 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 leave to avoid reaching the accrual cap.

30.5 Scheduling PTO

Employees use 8 hours of PTO leave to take a full day of leave on a 40 hour schedule. An employee on an alternative work schedule shall use the number of hours relevant to the alternative work schedule to take a full day of leave. 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:

30.5.1 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.

30.5.2 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.

30.5.3 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.

30.6 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 100 hours of PTO each year, so long as the employee maintains a balance of 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.

30.7 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 approval, may use accrued available PTO to extend the date of separation or retirement.

30.8 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, consistent with the City-Wide Employee Emergency Relief Fund Program.

30.9 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), single day PTO may be permitted under the following conditions:

- (a) no other dispatcher on the shift is working in an overtime capacity on that team and dispatchers covering long term vacancies do not count as working in an overtime capacity;
- (b) per diem personnel can be utilized for self-arranged coverage and shall not count as overtime;
- (c) the supervisor approves; and
- (d) the decision to permit single day PTO is not grievable.

Article 31 - Bereavement Leave

31.1 An employee shall be entitled to bereavement leave in an amount not to exceed forty (40) work hours where death has occurred to a person on the list below.

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.

31.2 To qualify for bereavement leave the death must occur to an employee's spouse or registered domestic partner, or to the employee's or the spouse's/registered domestic partner's father, mother, step-father, step-mother, son, daughter, brother, sister, grandparent, or grandchild.

Article 32 - Paid Medical Leave and Workers' Compensation

32.1 Paid Medical Leave (PML)

- 32.1.1 After completion of 26 consecutive pay periods of service, employees shall be required to use PTO 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 days of paid leave. After 90 days, the employee shall become eligible for Long Term Disability.
- 32.1.2 Employees may be authorized up to forty (40) hours of interim paid medical leave from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim paid medical leave shall terminate, including any unused amount. The total allowable paid medical leave for employees for work-related and non-work related paid medical leave combined is forth (40) hours during the first year of employment.

32.2 Workers' Compensation

- 32.2.1 Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive untaxed income in accordance with state and federal law as workers' compensation benefits and the remainder up to 100% of their salary as taxed income through the City's salary continuation program. During this salary continuation period employees shall receive the same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 26 pay periods of service.
- 32.2.2 Waiting Period
- There will be no waiting period before workers' compensation benefits or salary continuation begins for a qualified WC injury or illness.
- 32.2.3 Paid Time Off Option
- From the 61st day and continuing on WC leave, the employee shall receive two-thirds of their salary as workers' compensation

benefits paid by the City's third party administrator. Salary continuation will cease, but employees shall have the option to use accrued PTO in order to receive their full salary. Employees shall not be required to use PTO during this time. Employees who are out on a WC leave for more than 90 days will be placed on Long Term Disability status and can apply for Long Term Disability insurance benefits. WC temporary disability benefits continue during this period.

32.2.4 Medical Appointments

If follow-up treatments and medical appointments are required to treat the work-related injury or illness after an employee returns to work from WC leave, the employee is entitled to use up to two hours of workers' compensation appointment leave (paid time) for each appointment. Such paid medical leave appointments shall be allowed until the employee is declared permanent and stationary by the treating physician. Once such designation has been made, the employee will be required to use PTO for any further medical appointments.

32.2.5 Health Benefits

During WC leave, health premiums are paid in the same manner as they are while the employee is working: one month in advance. If the employee is out for more than 60 days, the premium for days 61-90 would be covered from the prior month's premiums. After 90 days off work, when the employee is on LTD status, the employee will be on direct pay for health insurance as they would have been before the PTO plan was implemented.

32.2.6 Seniority

Employees will accrue full seniority for the first 90 days of WC leave regardless of whether they use PTO to supplement WC benefits. After 90 days on WC leave, the accrual of seniority will cease as the Employee would be on LTD.

32.2.7 CalPERS Service Credit

Employees will accrue service credit while on salary continuation during the first 60 days off work. Service credit is not accrued once salary continuation ends unless the employee elects to use PTO. If the employee uses PTO, service credit will only accrue for the actual PTO hours used. However, CalPERS gives credit for a full year as long as the employee is in paid status for 10

months of the year.

Article 33 - Time Off Between Shifts

- 33.1 Whenever an employee's work schedule is changed (including by the assignment of overtime) the schedule must provide for (8) eight hours off between shift assignments. Except for scheduled training, employees shall receive compensation for regularly scheduled hours that fall within the eight-hour mandatory time off. In the event of scheduled training the employee's shift may be modified to allow adequate rest time between shifts. However, the 8-hour minimum shall not apply in the event of an emergency, as declared by the Director of Public Safety or his/her designee.

Article 34 - Compensatory Time Off

- 34.1 At any given time, an employee may not have a current accrual balance of more than 160 hours of compensatory time off (CTO) as payment for overtime worked, in lieu of overtime pay.
- 34.2 CTO shall be paid at the rate of one and one-half (1 1/2) times the overtime hours worked.
- 34.3 Time charged to compensatory time may not be changed to overtime and must be used by the end of the first full pay period in January.
- 34.4 At the end of the second pay period ending in January, unused compensatory time shall be paid at the employee's regular rate of pay on the check issued in that pay period.
- 34.5 Time off will be approved based upon the same relief policies governing paid time off leave for any schedule in effect throughout the term of this MOU. Compensatory time may be used in conjunction with or in place of approved paid time off.
- 34.6 In the event that overtime becomes necessary to cover approved compensatory time off, the employee providing this relief must receive overtime pay for the relief time worked.

Article 35 - Shift Selection

- 35.1 Shift assignments will be bid on the basis of seniority for regular employees with the current overall "Competent" achievement rating.
- 35.2 Selection of shift assignments will occur annually two months prior to the regularly scheduled shift change. COA shift change will occur in alignment

with PSOA shift change. If a vacancy occurs during the year, at management's discretion or at the request of COA, the vacated shift may be put up for bid.

- 35.3 Management will assign shifts, taking into consideration bid preference by employees, length of service, balance of staffing, and other operational requirements.

Article 36 - Hours of Work and Overtime

- 36.1 MOU: Overtime work shall be defined as any time worked in excess of the assigned schedule. All hours worked in excess of an employee's assigned schedule shall be compensated at least at the rate of one and one-half times the employee's hourly rate of pay provided by the MOU.
- 36.2 FLSA: The City is committed to honoring its overtime obligations under the Fair Labor Standards Act (FLSA) and will comply with the FLSA regulations. Employees shall receive overtime pay consistent with a lawful FLSA methodology, or MOU overtime, whichever yields a higher amount.
- 36.3 Savings: During negotiations, the parties reviewed the City's methodology for computing FLSA pay, and all parties agree that the methodology complies with the law. In the event there is an individual challenge under the FLSA that calls into question the City's overtime pay methodology, the parties agree to re-open the MOU to address this provision only, and to ensure that affected members receive the minimum overtime required under the FLSA.
- 36.4 Schedules: Employees should have a reasonable expectation of a consistent schedule. Schedule changes should be made for operational needs and not solely for the purpose of avoiding overtime.

Article 37 - Shift Substitutes

- 37.1 Dispatchers and Senior Dispatchers shall be entitled to substitute amongst one another by mutual agreement subject to these conditions:
- 37.1.1 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 with written statement signed by both parties that the City will not be held liable for any overtime involved in the fulfillment of the agreement by either party to the agreement to satisfy the conditions agreed to, nor that the City will be held liable for any incidents occurring to the party off the job as a result of the shift or tour of duty.

- 37.1.2 The substitution must be approved in advance by the communications manager or designee.
- 37.1.3 The person initiating the trade is to be charged.
- 37.1.4 The trade and its repayment will not be subject to overtime provisions.
- 37.1.5 Shift substitutions shall be approved only for employees whose overall rating on the most recent achievement audit was at least competent.

Article 38 - Special Schedules

- 38.1 The City and COA may agree to special schedules.
- 38.2 As to any change in work schedules agreed upon between the City and the COA, the COA will carry out its duty of Fair Representation to each member of the bargaining unit.
- 38.3 The parties acknowledge that as of the date of this agreement there is a 4/11 special schedule. As soon as administratively possible following ratification and approval by the City Council, members of COA will be paid for the actual worked and paid leave hours recorded per pay period with a 4/11 special schedule. The pay practice of “balancing hours” and using the “fixed wages for fluctuating hours of work” methodology of payment under the FLSA will cease. In the event the City proposes a different special schedule, the City will meet and confer in good faith with the COA.

Article 39 - Testing for City Vacancies

- 39.1 Any employee represented by COA who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts for the testing process. Each employee is allowed to exercise this prerogative twice per year.
- 39.2 The Department shall have the ability to interview and to appoint from the applicants on the Eligible List consistent with the City’s applicable Civil Service Rules and Regulations, and Recruitment, Selection, and Examination Policy.

Article 40 - Hearing Examination

- 40.1 Annually, each employee will be provided the opportunity to receive a diagnostic hearing examination provided by the City. If, in the opinion of the

examining physician, a more comprehensive examination is needed, the opportunity for such examination will be provided.

Article 41 - New Employee Orientation

- 41.1 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.

Article 42 - Labor-Management Committee

- 42.1 The parties shall continue the joint Labor-Management Committee. Each side shall have two representatives on the Committee, plus additional people as reasonably needed for a specific topic. The Committee shall meet as necessary and usually bi-monthly. However, during the term of this agreement, if requested by the COA, the Committee shall meet to discuss staffing standards. The parties shall consider, among other matters, state and national dispatcher standards, including Erlang C. This subject matter (staffing) may be discussed by the Labor-Management Committee annually, if requested by the COA. It is expressly understood that any final decision regarding staffing levels is within the sole prerogative of the City Council.
- 42.2 The parties agree that this Committee is formed to resolve labor-management issues in a way that maximizes the chances of mutual agreement. The purpose of the meetings is to exchange information and to identify and work to resolve potential problems or issues as they arise.
- 42.3 Recommendations of a majority of the Committee shall be routed through the Communications Manager to the Director of the Public Safety Department. The parties agree that such meetings shall not be negotiations. Therefore, the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results and that is ratified by COA and the appropriate City representatives.

Article 43 - Release Time for Association Business

Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the following articles shall take effect.

- 43.1 Reasonable number of association representatives shall be allowed reasonable release time away from work with pay during regular work hours for the following matters pursuant to Government Code 3505.3:
- i. Formally meeting and conferring with representatives of the public agency on matters within the scope of representation.

- ii. Testifying or appearing as the designated representative of the employee organization in conferences, hearings, or other proceedings before the board, or an agent thereof, in matters relating to a charge filed by the employee organization against the public agency or by the public agency against the employee organization.
 - iii. Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission.
- 43.2 The Association shall provide a list of association leadership to the Director of Human Resources no later than January 15 of each year upon association election, and shall notify the Director of Human Resources when changes occur.
- 43.3 Labor negotiation preparation:
 - 43.3.1 Members of the COA negotiating team shall be release from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.
- 43.4 Travel time is included within the reasonable release time.
- 43.5 Use of release time:
 - 43.5.1 Association representatives shall notify their managers for release time at least 2 working days prior to the scheduled meetings, except in those cases involving an unforeseeable circumstance that requires immediate association representatives where advance notice cannot be given.
 - 43.5.2 Approval must be first obtained from their managers, prior to association representatives leaving their assignment to attend the schedule meetings.
 - 43.5.3 Should an employee desire to use personal time to conduct association business, the employee shall follow the City's Administrative Policy on leave request.
- 43.6 All release time during regular work hours shall be reported on time card by using a specific pay code provided by the Department of Finance.

Article 44 - Association Leave Bank

- 44.1 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), and every first full pay period ending in July of each year, each active COA represented employee will contribute to

the COA Leave Bank by donating 1 hour of his/her accrued PTO. The contribution will be deducted from each employee's accrued PTO, and the total hours credited to the COA Leave Bank for use by the Association President or his/her Executive Board designee.

- 44.2 However, if at the end of the fiscal year, the COA Leave Bank has a balance of more than 200 hours, the exchange of hours described above will not occur.
- 44.3 If an employee has no PTO 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.
- 44.4 If there are any unused hours in the COA Leave Bank at the end of the year, these hours will carry over to the following year.
- 44.5 To access usage of leave from the Association Leave Bank, the COA Executive Board will use a specified pay component on his/her timecard.
- 44.6 Whenever possible, the Association President or his/her Executive Board designee will schedule such leave time so as not to create overtime cost for the Department of Public Safety. The President will give as much advance notice as possible.
- 44.7 The City assumes no responsibility for how the leave time is used, except that such leave time shall not be used for activities covered in Article 43.1 (Release Time for Association Business).

Article 45 - Selection Appeal Procedure for Promotional Opportunities

- 45.1 A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about his/her strengths and weaknesses for future opportunities within the City.

Article 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 are 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, the Manager, Bureau of Technical Services, 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 the Manager, Bureau of Technical Services, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with the appropriate management designee, if applicable. Within seven (7) work days of receipt of the written appeal, the management designee shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form. If there is no management designee at this level, the grievance shall move to Level 3.
- C. Level 3. If the grievant is not satisfied with the written response from the management designee, 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.

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

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post hearing brief.

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 COA 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 COA 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.

Article 47 - Job Share Program

- 47.1 The parties have agreed to implement a job share program. It is agreed that any job share arrangements established after the date of this agreement must comply with the revised Job Share Program Agreement terms as defined in Attachment A.

Article 48 - Memorandum of Understanding Language

- 48.1 The COA agrees that the City will enforce and comply with the current MOU in all articles.

CITY OF SUNNYVALE

COMMUNICATION OFFICERS
ASSOCIATION

Kent Steffens, City Manager

Marianne Siu, President

Teri Silva, Assistant City Manager

Andrea Atkinson, Vice-President

Date

Date

City of Sunnyvale

JOB SHARE PROGRAM

**Sunnyvale Department of Public Safety
Communication Officers Association (COA)**

Policy Statement

This policy statement sets forth the conditions by which employees in the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher may participate in a Job Share Program.

The City of Sunnyvale ("City") recognizes and values the dedication and professionalism of all its employees. It also recognizes that there may be employees who, because of personal commitments, desire to alter their career plans. Therefore, the Department of Public Safety may allow certain classifications of employees to job share.

The City shall retain the right to modify, adjust or cancel the Program at any time when it is deemed no longer to be in the best interest of the City. The City shall provide 30 days' notification to the Communications Officers Association (COA) of any modification of, adjustment to, or cancellation of the Program.

It is a privilege, and participation in the Program does not constitute or create an entitlement or vested right.

Job Share Defined

An arrangement between two full-time employees who share the responsibilities of one position.

Eligibility

- (1) Employees currently employed full-time that are fully trained.
- (2) Newly hired lateral transfer employees.

Application/Approval

An employee wishing to job share must submit a completed Job Share Participation Agreement to his/her supervisor, which includes the basis for the request. Such

application will be reviewed and a recommendation made as to approve or deny, which will be forwarded to the Director of Public Safety for final determination. The employee will be notified of the determination, and, if approved, the date of the change to job share status. If the request is not approved, the employee shall be notified of the reason for such decision.

General Provisions

Participation will be limited to two (2) COA employees during any given time. The Director of Public Safety shall have the discretion to reduce or increase this number as circumstances may permit.

Seniority and Department need shall determine employee preference for reassignment in and out of the Program.

Pursuant to the terms of the Job Share Participation Agreement, employees will be allowed to work a job share for periods of time approved by the Director of Public Safety.

Transition to job share shall normally start at the beginning of the team year, calendar or fiscal year, and must start at the beginning of a pay-period. Other start times may be possible and would require the agreement of the affected employee(s) and Department of Public Safety management. The term will be clearly identified to allow for scheduling projections.

Job Share employees may be called back to work on a full-time basis in the event of an emergency or other event requiring maximum staffing.

Scheduling

Employees will work the current 4-11 schedule.

Communications personnel will divide the two-week pay period such that the employee works two of the four 11 hour days. Additionally, there are six 7-hour option days and one 8-hour option day. The two employees may either split these equally 3.5/3.5 hours or decide who takes the option. The employees will understand that there is one 8-hour option day a year that will conform to the same requirements. Employees job sharing shall be required to attend designated training days to maintain certifications as determined by the Department.

An alternative to this scheduling would be the employee splitting the 11-hour day in half, four days per week (5.5 hours per day).

The work schedules of employees may be adjusted to meet the current Communications Schedule.

In the event that an 8-hour day becomes the established schedule, job share employees will work a 20-hour work week.

Job share employees will bid for shifts, paid time off, etc. based on pay periods of service.

Work schedules will be developed and established at the beginning of the jobshare, but may be adjusted upon mutual agreement of the employee and supervisor. Consideration will be given to the Program goals as well as achieving the personal goals of the employee when determining which hours/teams are available for jobshare.

Overtime shall be paid only if an employee is required to work in excess of a standard full-time shift or on a regular scheduled day off. The MOU shall govern overtime pay as it relates to emergency call-backs and court appearances.

The City will make every effort to minimize the extra hours (e.g., mandatory work time) of job share employees. However, the parties recognize that, from time to time, the City may require employees on reduced work time job status to work additional hours to maintain the efficient operation of the Department.

Training

Contracting employees are required to complete all training necessary to maintain job skills and to maintain all required certifications as determined by the Department of Public Safety. Failure to meet these requirements during the contracted term will result in disqualification from further participation in the Program.

Salary Placement and Merit Increase

Employees in the Job Share Program shall be assigned to the same pay grade as currently exists for the full-time job classification, and shall retain their same hourly rate of pay. New employees will continue to be hired in as Dispatchers-in-Training, as lateral transfers, or at an advanced pay scale based on experience.

Employees shall be eligible for merit increases up to the top step in the classification based on the same pay period requirement as for full-time employees.

Pay Periods of Service

Pay periods of service will accrue on a pro-rata basis.

Benefits

1. PERS – The City shall contribute the same percent towards the employee's contribution as it currently does for full-time employees, and will continue to

report the value of the employer Paid Member Contribution (EPMC). Contribution amounts will be pro-rated due to the reduced work hours, and as a result, service credit is also pro-rated.

2. LEAVES

Holiday – 54 hours per year, paid as In-Lieu Holiday at 2.08 hours per pay period.

Paid Time Off – Will be prorated based on the number of regular paid hours, excluding overtime, in the pay period.

Maximum accrual is the same as for full-time employees.

Paid Time Off shall be used when the employee will not be working his/her regularly scheduled work hours.

Compensatory Time Off (CTO) – If applicable, any compensatory time (CTO) will remain as compensatory time. Reduced time job status employees will be allowed to accumulate compensatory time under the conditions outlined in the current MOU as per full-time employees.

Paid Medical Leave – Same number of calendar days as full-time employees.

Except as required by law, all other leaves shall be prorated to one-half (1/2) the level for full-time employees.

3. HEALTH INSURANCES

Medical, Dental, Vision – the City will contribute towards the combined health insurance one-half of the amount in effect for full-time employees in the same classification.

EAP – The premium is fully paid by the City.

Basic Life Insurance – City-paid basic coverage of one times full-time equivalent base salary is available (employee only coverage).

Long-term Disability Insurance – as for full-time employees, with benefit level based on reduced salary.

4. DEFERRED COMPENSATION – employees in the Job Share Program are eligible to participate in the City's 457 Plan.

5. OTHER PAYS – Other pays, such as the out-of class premium, bilingual/translator premium, trainer premium, will continue as are in effect for full-time employees in the same classification.

Outside Employment

Employees may accept outside employment; however, it is secondary to employment with the City and shall not interfere with the employee's primary job or otherwise limit scheduling flexibility by management. Outside employment must be approved in advance by the Director of Public Safety. The Director's decision is final and any other employment deemed to be a "conflict of interest" shall not be granted.

Adjustments to Job Share Status

When one employee leaves the arrangement, management shall attempt to fill the position with another half-time employee. If the vacancy cannot be filled within 120 days (excluding training time), the remaining employee in the job share will be required to return to full-time status.

Employee-Requested Termination of Reduced Time Job Status

If an employee wishes to leave the Program and return to full-time status, he/she shall provide 30 days' written notice to the Director of Public Safety and the Manager, Bureau of Technical Services.

If no vacancy exists, the employee may be required to remain in the job share status.

Revocation

The City may discontinue the Job Share Program, or an individual's participation in the Program, at any time by stating in writing the reasons for discontinuation. Should this occur, the City shall provide as much advance notice as possible, but not less than 30 days. At such time, the employee may be required to return to full duty status.

CITY OF SUNNYVALE
and
COMMUNICATION OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

January 1, -2018 – December 31, ~~2017~~2021



Sunnyvale

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COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUNNYVALE
AND THE
COMMUNICATION OFFICERS ASSOCIATION
~~2015-2017~~2018-2021

PREAMBLE

This Memorandum of Understanding (MOU) is between the City of Sunnyvale (City) and the duly authorized representatives of the Communication Officers Association (COA). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this unit.

Article 1 - Recognition

- 1.1 The Communication Officers Association is recognized as the exclusive representative of employees in the Department of Public Safety's Communications (Dispatch) Unit. Represented classifications include, but are not limited to: Senior Public Safety Dispatcher, Public Safety Dispatcher, and Public Safety Dispatcher-in-Training.
- 1.2 Additional classifications, as deemed appropriate and as mutually agreed upon by the parties to be placed in this Unit, shall be included upon such determination.

Article 2 - Scope of Representation

- 2.1 The scope of representation of the Recognized Employee Organization shall be wages, hours and other terms and conditions of employment as defined by the Meyers-Milias-Brown Act.

Article 3 - Ratification

- 3.1 It is agreed that the provisions of this MOU are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Sunnyvale.

Article 4 - Term

- 4.1 The term of this agreement shall be from the later of January 1, ~~2015~~2018

| or upon ratification of the parties and through December 31, ~~2017~~2021.

Article 5 - City Rights

- 5.1 It is understood and agreed that the City retains all of its powers, rights, authority, duties and responsibility conferred upon and vested in it by the Laws and Constitution of the State of California, the City Charter, and the City Municipal Code, except as specifically limited, abridged or relinquished by the terms of this MOU.

Article 6 - Ordinances, Codes, Resolutions

- 6.1 This MOU complies with the provisions of City's Employer-Employee Relations Code, Chapter 2.24 in that the Employer-Employee Representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

Article 7 - Full Understanding, Modifications, and Waivers

- 7.1 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.

- 7.2 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 MOU provision herein.

City agrees to notify the COA 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 COA 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. Once impasse is reached, either party may exercise its rights pursuant to the Meyers-Milias-Brown Act. The parties acknowledge that impasse procedures are covered under the City's Municipal Code, Chapter 2.24.

- 7.3 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.

Article 8 - Severability

- 8.1 In the event that any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall remain in full force and effect.
- 8.2 If a provision is declared invalid or unenforceable as provided in Section 8.1 above, then at the written request of either party submitted to the other within fifteen (15) calendar days of such action by the court, the parties shall promptly meet to determine the impact of such.

Article 9 - Renegotiations

- 9.1 Parties agree to commence negotiations no later than 120 days prior to the termination date of the MOU.

Article 10 - Concerted Activities

- 10.1 Employees will not strike, withhold services, engage in "slow-downs" or "sick-ins" or participate in any form of concerted activity which is intended to or does adversely affect job performance or rendering of City services.

Article 11 - Definitions

- 11.1 For purposes of this MOU, "payroll calendar year" is defined as beginning on the first day of the ~~last-first~~ pay period ~~starting in December with a~~ paycheck issuance date in January, and ending on the last day of the last ~~full~~ pay period with a paycheck issuance date in the following December.

Article 12 - Civil Service Rules and Regulations

- 12.1 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.

Article 13 - Non-Discrimination

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any protected category under state and federal law.

- 13.1 The parties agree that a variety of state and federal laws prohibit discrimination and retaliation. Employees experiencing discrimination may pursue any remedies available to them under such laws. The grievance and arbitration mechanism in this MOU may not be used to

pursue discrimination, retaliation or harassment claims, except for alleged violations of Section 13.2. They and each of them shall not discriminate against any employee or Organization member on account of complaints asserting violation of Article 13 that may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided in section 13.2.

13.2 The parties agree that they and each of them shall not discriminate or retaliate against any employee because of membership or non-membership in the Communication Officers Association (COA), or because of any authorized and lawful activity on behalf of the COA, or because of the lawful exercise of rights under this agreement.

13.3 The Sunnyvale Communication Officers Association supports in full the City's Equal Employment Opportunity Program.

Article 14 - Authorized Agents

For purposes of administering the terms and provisions of this MOU:

14.1 City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (street address: 505 W. Olive Avenue, Suite 200, Sunnyvale, CA 94086; mailing address P.O. Box 3707, Sunnyvale, CA 94088-3707; telephone (408) 730-3001), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

14.2 The Association's principal authorized agent shall be the President of the Communication Officer's Association or his/her duly authorized representative. The Association's official mailing address is: P.O. Box 60372, Sunnyvale, CA 94088.

Article 15 - Wages

15.1 Steps 1 through 4 for Public Safety Dispatcher shall be set so that Step 2 is 5% more than Step 1; Step 3 is 5% more than Step 2; Step 4 is 5% more than Step 3; and Step 5 is 5% more than Step 4.

15.2 The salary for Step 3 of Public Safety Dispatcher-in-Training shall be 5% below Step 1 of Public Safety Dispatcher. Step 1 through 3 of Public Safety Dispatcher-in-Training is 5% more than each previous step.

15.3 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), ~~The~~ the salary for Step 5 of Senior Dispatcher shall be ~~fourteen and one half 14.5~~ 15% more than Step 5 of

Public Safety Dispatcher.

15.4 Formula

- 15.4.1 The parties shall survey and agree upon the total compensation for the Public Safety Dispatcher in the agencies listed in Section 15.5 below.
- 15.4.2 Total compensation shall include the individual compensation items listed in Section 15.6.
- 15.4.3 The compensation figures derived from the survey will be applied as described in Section 15.7.
- 15.4.4 Total compensation shall be averaged. The Sunnyvale Public Safety Dispatchers shall then receive compensation five percent (5%) above that average.

15.5 Survey Agencies

The parties agree the dispatch agencies to be surveyed shall be:

Alameda
Concord
Fremont
Hayward
Milpitas
Mountain View
Palo Alto
Richmond
San Jose
San Leandro
San Mateo
Santa Clara

15.6 Survey Items

The parties agree that total compensation shall include only the following:

- 15.6.1 Top-step monthly base salary for the journey-level dispatch position;
- 15.6.2 The survey agency's payment of the employee's share of retirement;
- 15.6.3 The survey agency's payment for medical insurance.

15.7 Date of Implementation

Increases produced by the use of the formula will become effective the first full pay period following Council approval 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.

~~Year 1: 3% general wage increase effective the first full pay period following membership ratification and Council approval (September 27, 2015).~~

~~Wage, insurance and retirement contribution changes become effective the first full pay period following City Council approval. The City shall provide a lump sum one-time payment equivalent to 3% of wages (inclusive of retirement bilingual, trainer compensation, and uniforms) received from January 1, 2015 to July 20, 2015.~~

~~Year 2: 3.5% general wage increase effective January 3, 2016.~~

~~Year 3: Revert to salary survey methodology (see Article 15.9).~~

15.8 Methodology of Implementation

The parties agree that the proper methodology for determining the results of the formula set forth above shall be as follows:

15.8.1 Survey

Each agency listed in Section 15.5 above shall be surveyed by the city during the first 15 days of January to determine each item of compensation listed in Section 15.6 above that becomes effective January 1st of each year.

15.8.1(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

15.9 Calculation

The following calculation shall be performed for the Public Safety Dispatcher.

- 15.9.1 Salary and all benefits listed in Section 15.6 shall be determined in monthly dollar amounts.
- 15.9.2 Salary and all benefits listed in Section 15.6 shall be added to determine total compensation.
- 15.9.3 The average of the total compensation of the agencies shall be calculated.
- 15.9.4 Five percent (5%) shall be added to the total compensation average calculated in 15.9.3.
- 15.9.5 The dollar difference between the City of Sunnyvale's current total compensation and the average total compensation plus five percent (5%) as determined in 15.9.4 above shall be calculated.
- 15.9.6 The dollar difference calculated in 15.9.5 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 increase top-step monthly base salary, so as to equal five percent (5%) above market once all of the intermediary computations are calculated. Ultimately, Sunnyvale's new total compensation shall equal the average market total compensation plus five percent (5%).

15.10 Pay Date

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.

Article 16 - Certification Pay

- 16.1 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), Employees in the bargaining unit shall be compensated at one and a half percent (1.5%) above the employee's normal base pay for emergency dispatcher certification(s) by the National Academies of Emergency Dispatch (N.A.E.D.), including for E.M.D., one percent (1%) above the employee's normal base pay for E.F.D, and one percent (1%) above the employee's normal base pay for E.P.D. The

certification pay for E.M.D., E.F.D. and E.P.D do not compound. The City shall adjust the pay of the employee starting the first full pay period (retroactively if necessary) to the date on which the employee began performing the duties following receipt by the City's Human Resources Department of the employee's proof of possession of the certification(s).

Article 17 - In-Lieu Holiday Pay

In exchange for deletion of floating holiday, the holiday in-lieu shall be:

- 17.1 Employees shall be entitled to in-lieu holiday pay equivalent to 108 hours per year, paid at 4.15 hours per pay period, so long as the employee is in a paid status in that pay period.

Article 18 - Out-of-Class Premium

- 18.1 With management approval, employees who are eligible to work in a higher classification and work in such classification for a minimum of five (5) hours shall be compensated at five percent (5%) above the employees' normal base pay or the first step of the higher level position, whichever is greater.

Article 19 - Translator/Bilingual Pay

- 19.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Translator/Bilingual skills, if they meet the following criteria:
- 19.1.1 Certification by the Director of Public Safety that a particular assignment involves need for the required skills on a regular basis.
 - 19.1.2 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 to be appropriate by the Director of Human Resources.
- 19.2 Qualifying languages are: Cantonese, Japanese, Mandarin, Portuguese, Spanish, Tagalog, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.
- 19.3 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.
- 19.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.

19.5 Payment shall be:

19.5.1 Fifty dollars (\$50.00) per month/twenty-three dollars and seven cents (\$23.07) per pay period for intermediate proficiency; or

19.5.2 Eighty-five dollars (\$85.00) per month/thirty-nine dollars and twenty-three cents (\$39.23) per pay period for advanced proficiency.

Article 20 - Trainer Compensation

20.1 An employee in the classification of Public Safety Dispatcher or Senior Public Safety Dispatcher who is assigned as a Trainer (CTO) shall be compensated at five percent (5%) above the employee's normal base pay when assigned to perform CTO duties as approved by the Communications Manager.

20.2 Duties of the CTO

20.2.1 Duties of the CTO include the following:

- i. Training new dispatchers.
- ii. Remedial training of employees.
- iii. Providing training material for dispatchers by attending work-related classes.
- iv. Writing, updating and/or re-writing Training Materials such as the Training Manual, Daily Observation Reports, etc.
- v. Making recommendations on how to improve the CTO program.
- vi. Assisting with training manual updates.
- vii. Other duties as assigned.

20.3 CTO Assignments

20.3.1 Management will assign CTO status.

20.3.2 If a Senior Dispatcher is assigned to fill in for a CTO who is absent from work, the Senior Dispatcher will be compensated for the hours performing the CTO duties.

Article 21 - Education Incentive Premium

21.1 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), Public Safety Dispatchers and Senior Public Safety Dispatchers shall receive education incentive premium in the following amounts beginning the pay period following verification of the degree is received by the Department of Human Resources.

21.1.1 An employee shall receive 2.5% above the employee's normal base pay if he/she has a Bachelor's Degree

21.2 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 accrediting 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.

Article ~~21-22~~ - Call-Back Pay

2122.1 An employee who has completed his or her work day and has left his or her work site and is ordered to return to duty following the employee's normal work day shall receive pay for actual work performed or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

2122.1.1 The order to return to work occurs following the termination of his or her work shift on the day the return is required,

2122.1.2 The return is necessitated by unanticipated work requirements, and

2122.1.3 The employee actually returns to work.

2122.2 An employee who receives a "call back minimum" and who leaves work, shall not receive another "call back minimum" if he/she is called back to work within two (2) hours of the previous call back.

2122.3 An employee who is ordered to begin his or her shift up to two (2) hours prior to his or her normal starting time shall not be eligible to call back pay for that early call back.

Article ~~22-23~~ - Uniforms

2223.1 Employees in the Communications Unit are required to wear uniforms during work hours unless otherwise specified by the unit manager.

2223.2 Each employee required by the City to wear a uniform shall receive a

uniform in the manner determined by the City.

~~2223~~.3 A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

~~2223~~.4 Once per fiscal year, the City will ~~provide~~areimburse for boot allowance in the amount of \$100.

Article ~~23~~24 - Retirement

~~2324~~.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).

~~2324~~.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.

~~2324~~.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).

~~2324~~.4 In the event that the City's payment of employees' CalPERS contribution is no longer authorized by law, the City has the right to discontinue it, in which the obligation to pay would fall upon the employee.

The City and COA further agree to meet and confer regarding the impact of such a change. At that point, there would be an adjustment to the salary formula.

~~2324~~.5 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

~~Effective the first full pay period following ratification and approval by the City Council (September 27, 2015), the City shall contribute four percent (4%) of the eight percent (8%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.~~

~~Effective January 3, 2016, the City shall contribute three percent (3%) of the eight percent (8%) employee contribution. Employee shall pay the remaining five percent (5%) of the employee contribution.~~

~~Effective January 1, 2017, the City shall contribute two percent (2%) of the~~

~~eight percent (8%) employee contribution. Employee shall pay the remaining six percent (6%) of the employee contribution.~~

~~Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the City shall contribute four percent (4%) of the eight percent (8%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.~~

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS 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 the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

2324.6 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

~~Effective the first full pay period following ratification and approval by the City Council (September 27, 2015), the City shall contribute four percent (4%) of the seven percent (7%) employee contribution. Employee shall pay the remaining three percent (3%) of the employee contribution.~~

~~Effective January 3, 2016, the City shall contribute three percent (3%) of the seven percent (7%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.~~

~~Effective January 1, 2017, the City shall contribute two percent (2%) of the seven percent (7%) employee contribution. Employee shall pay the remaining five percent (5%) of the employee contribution.~~

~~Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the City shall contribute four percent (4%) of the seven percent (7%) employee contribution. Employee shall pay the remaining three percent (3%) of the employee contribution.~~

The City's payment of the employees' CalPERS contribution is based upon

authority from CalPERS 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 the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

2324.7 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

Article 24-25 - Federal Mandates/Social Security

2425.1 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.

2425.2 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.

2425.3 If the parties have not reached agreement within 30 days of the request to negotiate, the matter shall be submitted to the City's impasse procedure.

Article 25-26 - Insurance Programs

2526.1 General

The City shall continue to provide group medical, vision, life ~~insurance~~/accidental death & dismemberment (AD&D), long term disability (LTD) insurance plans, and employee assistance ~~insurance plans~~program.

During the term of this agreement, employees shall receive City contributions applied as provided in the City's Salary Resolution Section

5.505 to Section 5.525. The amount the City contributes shall be applied to medical ~~insurance, and~~ vision insurance, ~~the employee assistance program, and optional life insurance for COA.~~

~~Effective the first full pay period following approval by the City Council (September 27, 2015), the City contribution shall be \$615 per month. For calendar year 2016, the City contribution shall be \$715 per month. For calendar year 2017, the~~ The City contribution shall be \$815 per month.

2526.2 Dental Insurance

2526.2.1 Dental Insurance will continue to be provided by the Association.

2526.2.2 The Association shall contract with a dental provider and make dental insurance available to all represented employees.

2526.2.3 Employees shall not be eligible for dental insurance under the MOU until they have thirteen (13) pay periods of continuous service with the City.

2526.2.4 The Association shall submit a detailed invoice including the name 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.

2526.2.5 During the term of this agreement, the City shall contribute up to the same maximum amount as provided for PSOA.

2526.3 Employee Assistance Program (EAP)

Benefits will be the same as those provided for other represented employees who participate in the Employee Assistance Program. Enrollment is mandatory. Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the premium is fully paid by the City.

2526.4 Vision Care

~~Enrollment in this program is mandatory, and benefits~~ Benefits will be the same as those provided for other employee groups who participate in the Vision Care Program.

2526.5 Life Insurance/AD&D

The City shall provide basic Life and Accidental Death and Dismemberment Insurance (life/AD&D) for each employee in an amount equal to that

employee's ~~base~~ annual base salary ~~rounded to the nearest thousand~~, up to a maximum coverage of \$175,000.

Such insurance shall be at no cost to the employee, except that insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase ~~optional-supplemental life/AD&D~~ insurance in an amount equal to the ~~coverage provided by the City~~ employee's annual base salary, up to a combined maximum coverage of \$175,000.

Current employees, who did not purchase ~~supplemental life/AD&D~~ optional insurance at the time of hire, may purchase supplemental life/AD&D ~~optional~~ insurance during open enrollment in an amount equal to the ~~coverage provided by the City~~ employee's annual base salary, up to a combined maximum coverage of \$175,000, subject to approval by the carrier.

Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the premiums for the supplemental life/AD&D insurance are paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the supplemental life/AD&D premiums

2526.6 Long Term Disability (Income Protection)

The City shall provide long-term disability (LTD) benefits that provide 67% of the employee's pre-disability earnings to a maximum of \$11,000 per month of paid benefits, subject to the terms of the contract with the carrier. The premiums for such LTD insurance shall be paid by the City.

2526.7 Reopener

At such time as regulations are issued implementing the Affordable Care Act (ACA), 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 and determine 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.

Article 26-27 - Premium Conversion

~~2627.1~~ The City agrees 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.

Article ~~27-28~~ - Cash In-Lieu of Medical Coverage

~~Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), cash in-lieu of medical coverage is no longer offered. Employees may opt out of medical coverage and receive a portion of what the City would otherwise have contributed toward medical coverage.~~

~~Effective the first full pay period in the second month following ratification and approval by the City Council (November 8, 2015), payment shall be made on the following schedule. Current employees who receive cash in-lieu of medical coverage payment prior to the above mentioned date shall complete a new Cash In-Lieu of Medical Coverage Election Form to receive the following payment schedule:~~

Number of Dependents Waived, Including Self	Per Pay Period Payment
1	\$22.50
2	\$60.50
3 or more	\$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 that he/she does have alternative coverage and that he/she understands that he/she will no longer receive coverage through a City sponsored CalPERS 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 may enroll in accordance with CalPERS procedures.~~

~~Employees receiving cash in-lieu payments must provide documentation to verify their dependents' eligibility, such as a marriage certificate, domestic partnership registration, and birth certificate, etc.~~

Article ~~28-29~~ - ~~Dependent Care~~Pre-Tax Benefit/Arrangement

~~2829.1~~ Dependent Care Flexible Spending Arrangement (FSA)

The City shall continue to provide a plan in accordance with Internal Revenue Code Section 129 allowing employees to qualify for pre-tax

dependent care savings.

29.2 Health Care Flexible Spending Arrangement (FSA)

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.

29.3 Commuter Transportation Benefit

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.

Article 29-30 - Paid Time Off

All probationary and regular employees shall accrue and use Paid Time Off (PTO) consistent with the provisions of this article.

2930.1 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, and workers' compensation, ~~and holiday.~~

~~29.2 Conversion~~

~~Effective the first full pay period following Council approval, each full-time employee shall receive a one-time, sixty 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.~~

29.330.2 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.

29.430.3 Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below.

Accruals carry over from one payroll calendar year to the next.

Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the City Manager may authorize a higher accrual rate within the PTO accrual table for newly hired employees.

~~January 1, 2015 to June 30, 2016 (pay period inclusive of June 30, 2016):~~

Service Period Pay Periods	Years	Hrs/PP	Accrual Rate Hrs/Yr
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 July 1, 2016:~~

Service Period Pay Periods	Years	Hrs/PP	Accrual Rate Hrs/Yr
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

29.530.4 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 leave to avoid reaching the accrual cap.

29.630.5 Scheduling PTO

Employees use 8 hours of PTO leave to take a full day of leave on a 40 hour schedule. An employee on an alternative work schedule shall use the number of hours relevant to the alternative work schedule to take a full day of leave. 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:

29.630.5.1 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.

29.630.5.2 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.

29.630.5.3 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.

29.730.6 PTO Cash-Out

One time each year, each employee may cash-out accrued PTO ~~at the end of the payroll calendar year 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 100 hours of PTO each year, so long as the employee maintains a balance of 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.

29.830.7 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 approval, may use accrued available PTO to extend the date of separation or retirement.

29.930.8 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, consistent with the City-Wide Employee Emergency Relief Fund Program.

29.1030.9 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), Single-single day PTO may be permitted under the following conditions:

- (a) no other dispatcher on the shift is working in an overtime capacity on that ~~dayteam and dispatchers covering long term vacancies do not count as working in an overtime capacity;~~
- (b) per diem personnel can be utilized for self-arranged coverage and shall not count as overtime;
- ~~(b)~~ the supervisor approves; and
- ~~(c)~~ the decision to permit single day PTO is not grievable.

Article 30-31 - Bereavement Leave

3031.1 An employee shall be entitled to bereavement leave in an amount not to exceed forty (40) work hours where death has occurred to a person on the list below.

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.

~~3031~~.2 To qualify for bereavement leave the death must occur to an employee's spouse or registered domestic partner, or to the employee's or the spouse's/registered domestic partner's father, mother, step-father, step-mother, son, daughter, brother, sister, grandparent, or grandchild.

Article ~~31-32~~ - Paid Medical Leave and Workers' Compensation

~~3132~~.1 Paid Medical Leave (PML)

~~3132~~.1.1 After completion of 26 consecutive pay periods of service, employees shall be required to use PTO 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 days of paid leave. After 90 days, the employee shall become eligible for Long Term Disability.

~~3132~~.1.2 Employees may be authorized up to forty (40) hours of interim paid medical leave from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim paid medical leave shall terminate, including any unused amount. The total allowable paid medical leave for employees for work-related and non-work related paid medical leave combined is forth (40) hours during the first year of employment.

~~3132~~.2 Workers' Compensation

~~3132~~.2.1 Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive ~~two-thirds of their salary~~ (untaxed income in accordance with state and federal law) as workers' compensation benefits and the remainder up to 100% ~~one-third~~ of their salary as (taxed income) through the City's salary continuation program. During this salary continuation period employees shall receive the

same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 26 pay periods of service.

3432.2.2 Waiting Period

There will be no waiting period before workers' compensation benefits or salary continuation begins for a qualified WC injury or illness.

3432.2.3 Paid Time Off Option

From the 61st day and continuing on WC leave, the employee shall receive two-thirds of their salary as workers' compensation benefits paid by the City's third party administrator. Salary continuation will cease, but employees shall have the option to use accrued PTO in order to receive their full salary. Employees shall not be required to use PTO during this time. Employees who are out on a WC leave for more than 90 days will be placed on Long Term Disability status and can apply for Long Term Disability insurance benefits. WC temporary disability benefits continue during this period.

3432.2.4 Medical Appointments

If follow-up treatments and medical appointments are required to treat the work-related injury or illness after an employee returns to work from WC leave, the employee is entitled to use up to two hours of workers' compensation appointment leave (paid time) for each appointment. Such paid medical leave appointments shall be allowed until the employee is declared permanent and stationary by the treating physician. Once such designation has been made, the employee will be required to use PTO for any further medical appointments.

3432.2.5 Health Benefits

During WC leave, health premiums are paid in the same manner as they are while the employee is working: one month in advance. If the employee is out for more than 60 days, the premium for days 61-90 would be covered from the prior month's premiums. After 90 days off work, when the employee is on LTD status, the employee will be on direct pay for health insurance as they would have been before the PTO plan was implemented.

3432.2.6 Seniority

Employees will accrue full seniority for the first 90 days of WC leave regardless of whether they use PTO to supplement WC benefits. After 90 days on WC leave, the accrual of seniority will cease as the Employee would be on LTD.

~~34~~32.2.7 CalPERS Service Credit

Employees will accrue service credit while on salary continuation during the first 60 days off work. Service credit is not accrued once salary continuation ends unless the employee elects to use PTO. If the employee uses PTO, service credit will only accrue for the actual PTO hours used. However, CalPERS gives credit for a full year as long as the employee is in paid status for 10 months of the year.

Article ~~32~~33 - Time Off Between Shifts

~~32~~33.1 Whenever an employee's work schedule is changed (including by the assignment of overtime) the schedule must provide for (8) eight hours off between shift assignments. Except for scheduled training, employees shall receive compensation for regularly scheduled hours that fall within the eight-hour mandatory time off. In the event of scheduled training the employee's shift may be modified to allow adequate rest time between shifts. However, the 8-hour minimum shall not apply in the event of an emergency, as declared by the Director of Public Safety or his/her designee.

Article ~~33~~34 - Compensatory Time Off

~~33~~34.1 At any given time, an employee may not have a current accrual balance of more than 160 hours of compensatory time off (CTO) as payment for overtime worked, in lieu of overtime pay.

~~33~~34.2 CTO shall be paid at the rate of one and one-half (1 1/2) times the overtime hours worked.

~~33~~34.3 Time charged to compensatory time may not be changed to overtime and must be used by the end of the first full pay period in January.

~~33~~34.4 At the end of the second pay period ending in January, unused compensatory time shall be paid at the employee's regular rate of pay on the check issued in that pay period.

~~33~~34.5 Time off will be approved based upon the same relief policies governing paid time off leave for any schedule in effect throughout the term

of this MOU. Compensatory time may be used in conjunction with or in place of approved paid time off.

~~3334~~.6 In the event that overtime becomes necessary to cover approved compensatory time off, the employee providing this relief must receive overtime pay for the relief time worked.

Article ~~34-35~~ - Shift Selection

~~3435~~.1 Shift assignments will be bid on the basis of seniority for regular employees with the current overall "Competent" achievement rating.

~~3435~~.2 Selection of shift assignments will occur annually two months prior to the regularly scheduled shift change. COA shift change will occur in alignment with PSOA shift change. If a vacancy occurs during the year, at management's discretion or at the request of COA, the vacated shift may be put up for bid.

~~3435~~.3 Management will assign shifts, taking into consideration bid preference by employees, length of service, balance of staffing, and other operational requirements.

Article ~~35-36~~ - Hours of Work and Overtime

~~3536~~.1 MOU: Overtime work shall be defined as any time worked in excess of the assigned schedule. All hours worked in excess of an employee's assigned schedule shall be compensated at least at the rate of one and one-half times the employee's hourly rate of pay provided by the MOU.

~~3536~~.2 FLSA: The City is committed to honoring its overtime obligations under the Fair Labor Standards Act (FLSA) and will comply with the FLSA regulations. ~~Thus, for all hours actually worked in excess of forty (40) in a seven-day workweek, employees shall be compensated in an amount to ensure that they are receiving overtime pay in an amount at least equivalent to the rate of 1 1/2 times regular rate of pay. Thus, for those work periods in which FLSA overtime obligations are triggered, employees~~ Employees shall receive overtime pay consistent with a lawful FLSA methodology, or MOU overtime, whichever yields a higher amount.

~~3536~~.3 Savings: During negotiations, the parties reviewed the City's methodology for computing FLSA pay, and all parties agree that the methodology complies with the law. In the event there is an individual challenge under the FLSA that calls into question the City's overtime pay methodology, the parties agree to re-open the MOU to address this provision only, and to ensure that affected members receive the minimum overtime required under the FLSA.

~~3536~~.4 Schedules: Employees should have a reasonable expectation of a consistent schedule. Schedule changes should be made for operational needs and not solely for the purpose of avoiding overtime.

Article ~~36-37~~ - Shift Substitutes

~~3637~~.1 Dispatchers and Senior Dispatchers shall be entitled to substitute amongst one another by mutual agreement subject to these conditions:

~~3637~~.1.1 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 with written statement signed by both parties that the City will not be held liable for any overtime involved in the fulfillment of the agreement by either party to the agreement to satisfy the conditions agreed to, nor that the City will be held liable for any incidents occurring to the party off the job as a result of the shift or tour of duty.

~~3637~~.1.2 The substitution must be approved in advance by the communications manager or designee.

~~3637~~.1.3 The person initiating the trade is to be charged.

~~3637~~.1.4 The trade and its repayment will not be subject to overtime provisions.

~~3637~~.1.5 Shift substitutions shall be approved only for employees whose overall rating on the most recent achievement audit was at least competent.

Article ~~37-38~~ - Special Schedules

~~3738~~.1 The City and COA may agree to special schedules.

~~3738~~.2 As to any change in work schedules agreed upon between the City and the COA, the COA will carry out its duty of Fair Representation to each member of the bargaining unit.

~~3738~~.3 The parties acknowledge that as of the date of this agreement there is a 4/11 special schedule. As soon as administratively possible following ratification and approval by the City Council, members of COA will be paid for the actual worked and paid leave hours recorded per pay period with a 4/11 special schedule. The pay practice of "balancing hours" and using the "fixed wages for fluctuating hours of work" methodology of payment under the FLSA will cease. In the event the City proposes a different special

schedule, the City will meet and confer in good faith with the COA.

Article 38 - Direct Deposit

~~38.1 An employee may directly deposit all or a portion of his or her net salary to a bank of his or her choice via direct electronic paycheck deposit.~~

~~38.2 Each employee desiring this alternative must deliver a signed authorization to the Department of Human Resources requesting such electronic deposit. As part of the authorization requesting electronic deposit, each employee shall also supply the City with information required by the City to process the request.~~

~~Along with the authorization requesting electronic deposit, the employee must also file a waiver prepared by the City stating that the employee knows the City can not control and is not responsible for, the day upon which the employee's bank credits his or her account with the deposited funds.~~

~~38.3 The specific procedures for implementing direct deposit shall be as developed and implemented by the City.~~

Article 39 - Testing for City Vacancies

39.1 Any employee represented by COA who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts for the testing process. Each employee is allowed to exercise this prerogative twice per year.

39.2 The Department shall have the ability to interview and to appoint from ~~among all of~~ the applicants on the Eligible List consistent with the City's applicable Civil Service Rules and Regulations, and Recruitment, Selection, and Examination Policy. In this regard, the following provisions will apply:

~~39.2.1 The Department may interview as many or as few people as it desires, subject to the provisions of 39.2.2 below.~~

~~39.2.2 Regardless of how many people the Department desires to interview per 39.2.1 above, it must include in its interview process the top three COA-represented employees on the Eligible List.~~

~~39.2.3 The parties affirm and accept the City Charter merit system principle.~~

Article 40 - Hearing Examination

- 40.1 Annually, each employee will be provided the opportunity to receive a diagnostic hearing examination provided by the City. If, in the opinion of the examining physician, a more comprehensive examination is needed, the opportunity for such examination will be provided.

Article 41 - New Employee Orientation

- 41.1 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.

Article 42 - Labor-Management Committee

- 42.1 The parties shall continue the joint Labor-Management Committee. Each side shall have two representatives on the Committee, plus additional people as reasonably needed for a specific topic. The Committee shall meet as necessary and usually bi-monthly. However, during the term of this agreement, if requested by the COA, the Committee shall meet to discuss staffing standards. The parties shall consider, among other matters, state and national dispatcher standards, including Erlang C. This subject matter (staffing) may be discussed by the Labor-Management Committee annually, if requested by the COA. It is expressly understood that any final decision regarding staffing levels is within the sole prerogative of the City Council.
- 42.2 The parties agree that this Committee is formed to resolve labor-management issues in a way that maximizes the chances of mutual agreement. The purpose of the meetings is to exchange information and to identify and work to resolve potential problems or issues as they arise.
- 42.3 Recommendations of a majority of the Committee shall be routed through the Communications Manager to the Director of the Public Safety Department. The parties agree that such meetings shall not be negotiations. Therefore, the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results and that is ratified by COA and the appropriate City representatives.

Article 43 - Release Time for Association Business

Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), the following articles shall take effect.

- 43.1 Reasonable number of association representatives shall be allowed reasonable release time away from work with pay during regular work hours

for the following matters pursuant to Government Code 3505.3:

- i. Formally meeting and conferring with representatives of the public agency on matters within the scope of representation.
- ii. Testifying or appearing as the designated representative of the employee organization in conferences, hearings, or other proceedings before the board, or an agent thereof, in matters relating to a charge filed by the employee organization against the public agency or by the public agency against the employee organization.
- iii. Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission.

43.2 The Association shall provide a list of association leadership to the Director of Human Resources no later than January 15 of each year upon association election, and shall notify the Director of Human Resources when changes occur.

43.3 Labor negotiation preparation:

43.3.1 Members of the COA negotiating team shall be release from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.

43.4 Travel time is included within the reasonable release time.

43.5 Use of release time:

43.5.1 Association representatives shall notify their managers for release time at least 2 working days prior to the scheduled meetings, except in those cases involving an unforeseeable circumstance that requires immediate association representatives where advance notice cannot be given.

43.5.2 Approval must be first obtained from their managers, prior to association representatives leaving their assignment to attend the schedule meetings.

43.5.3 Should an employee desire to use personal time to conduct association business, the employee shall follow the City's Administrative Policy on leave request.

43.6 All release time during regular work hours shall be reported on time card by using a specific pay code provided by the Department of Finance.

Article 44 - Association Leave Bank

- 44.1 Effective the first full pay period following ratification and approval by the City Council (February 11, 2018), and every first full pay period ending in July of each year, each active COA represented employee will contribute to the COA Leave Bank by donating 1 hour of his/her accrued PTO. The contribution will be deducted from each employee's accrued PTO, and the total hours credited to the COA Leave Bank for use by the Association President or his/her Executive Board designee.
- 44.2 However, if at the end of the fiscal year, the COA Leave Bank has a balance of more than 200 hours, the exchange of hours described above will not occur.
- 44.3 If an employee has no PTO 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.
- 44.4 If there are any unused hours in the COA Leave Bank at the end of the year, these hours will carry over to the following year.
- 44.5 To access usage of leave from the Association Leave Bank, the COA Executive Board will use a specified pay component on his/her timecard.
- 44.6 Whenever possible, the Association President or his/her Executive Board designee will schedule such leave time so as not to create overtime cost for the Department of Public Safety. The President will give as much advance notice as possible.
- 44.7 The City assumes no responsibility for how the leave time is used, except that such leave time shall not be used for activities covered in Article 43.1 (Release Time for Association Business).

Article ~~43-45~~ - Selection Appeal Procedure for Promotional Opportunities

- 4345.1 A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about his/her strengths and weaknesses for future opportunities within the City. ~~Job applicants may file an appeal for the selection process based only on one of the following:~~

- ~~43.1.1 — The employee's completed application form is in dispute;~~
- ~~43.1.2 — 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;~~
- ~~43.1.3 — Assertions that the City's selection procedure was not followed;~~
- ~~43.1.4 — 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.~~
- ~~43.2 — In such cases, the employee shall file a written statement specifying the dispute and requesting a review before the Director of Human Resources.~~
- ~~43.3 — 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 Article 43.1, above.~~
- ~~43.4 — 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.~~
- ~~43.5 — 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 43.8 below).~~
- ~~43.6 — The Director of Human Resources or designee will provide a written response to applicant within seven (7) calendar days.~~
- ~~43.7 — 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 a designee who is at least at the Department Director level.~~
- ~~43.8 — 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.~~

Article ~~44-46~~ - 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 are 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, the Manager, Bureau of Technical Services, 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 the Manager, Bureau of Technical Services, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with the appropriate management designee, if applicable. Within seven (7) work days of receipt of the written appeal, the management designee shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form. If there is no management designee at this level, the grievance shall move to Level 3.
- C. Level 3. If the grievant is not satisfied with the written response from the management designee, 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.

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

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post hearing brief.

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 COA 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 COA 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.

Article ~~45-47~~ - Job Share Program

~~4547~~.1 The parties have agreed to implement a job share program. It is agreed that any job share ~~arraignments~~ arrangements established after the date of this agreement must comply with the revised Job Share Program Agreement terms as defined in Attachment A.

Article ~~46-48~~ - Memorandum of Understanding Language

~~4648~~.1 The COA agrees that the City will enforce and comply with the current MOU in all articles.

CITY OF SUNNYVALE

COMMUNICATION OFFICERS
ASSOCIATION

~~Deanna J. Santana~~Kent Steffens, City
Manager

~~Frank Edwards~~Marianne Siu, President

Teri Silva, ~~Director of Human
Resources~~Assistant City Manager

~~Christi Nelson~~Andrea Atkinson, Vice-
President

Date

Date

City of Sunnyvale

JOB SHARE PROGRAM

**Sunnyvale Department of Public Safety
Communication Officers Association (COA)**

Policy Statement

This policy statement sets forth the conditions by which employees in the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher may participate in a Job Share Program.

The City of Sunnyvale ("City") recognizes and values the dedication and professionalism of all its employees. It also recognizes that there may be employees who, because of personal commitments, desire to alter their career plans. Therefore, the Department of Public Safety may allow certain classifications of employees to job share.

The City shall retain the right to modify, adjust or cancel the Program at any time when it is deemed no longer to be in the best interest of the City. The City shall provide 30 days' notification to the Communications Officers Association (COA) of any modification of, adjustment to, or cancellation of the Program.

It is a privilege, and participation in the Program does not constitute or create an entitlement or vested right.

Job Share Defined

An arrangement between two full-time employees who share the responsibilities of one position.

Eligibility

- (1) Employees currently employed full-time that are fully trained.
- (2) Newly hired lateral transfer employees.

Application/Approval

An employee wishing to job share must submit a completed Job Share Participation Agreement to his/her supervisor, which includes the basis for the request. Such

application will be reviewed and a recommendation made as to approve or deny, which will be forwarded to the Director of Public Safety for final determination. The employee will be notified of the determination, and, if approved, the date of the change to job share status. If the request is not approved, the employee shall be notified of the reason for such decision.

General Provisions

Participation will be limited to two (2) COA employees during any given time. The Director of Public Safety shall have the discretion to reduce or increase this number as circumstances may permit.

Seniority and Department need shall determine employee preference for reassignment in and out of the Program.

Pursuant to the terms of the Job Share Participation Agreement, employees will be allowed to work a job share for periods of time approved by the Director of Public Safety.

Transition to job share shall normally start at the beginning of the team year, calendar or fiscal year, and must start at the beginning of a pay-period. Other start times may be possible and would require the agreement of the affected employee(s) and Department of Public Safety management. The term will be clearly identified to allow for scheduling projections.

Job Share employees may be called back to work on a full-time basis in the event of an emergency or other event requiring maximum staffing.

Scheduling

Employees will work the current 4-11 schedule.

Communications personnel will divide the two-week pay period such that the employee works two of the four 11 hour days. Additionally, there are six 7-hour option days and one 8-hour option day. The two employees may either split these equally 3.5/3.5 hours or decide who takes the option. The employees will understand that there is one 8-hour option day a year that will conform to the same requirements. Employees job sharing shall be required to attend designated training days to maintain certifications as determined by the Department.

An alternative to this scheduling would be the employee splitting the 11-hour day in half, four days per week (5.5 hours per day).

The work schedules of employees may be adjusted to meet the current Communications Schedule.

In the event that an 8-hour day becomes the established schedule, job share employees will work a 20-hour work week.

Job share employees will bid for shifts, paid time off, etc. based on pay periods of service.

~~Note: under the current 4-11 schedule, employees are compensated using the "fixed wages for fluctuating hours of work" methodology of payment under the FLSA. This provision is not applicable for an employee working under the job share program.~~

Work schedules will be developed and established at the beginning of the jobshare, but may be adjusted upon mutual agreement of the employee and supervisor. Consideration will be given to the Program goals as well as achieving the personal goals of the employee when determining which hours/teams are available for jobshare.

Overtime shall be paid only if an employee is required to work in excess of a standard full-time shift or on a regular scheduled day off. The MOU shall govern overtime pay as it relates to emergency call-backs and court appearances.

The City will make every effort to minimize the extra hours (e.g., mandatory work time) of job share employees. However, the parties recognize that, from time to time, the City may require employees on reduced work time job status to work additional hours to maintain the efficient operation of the Department.

Training

Contracting employees are required to complete all training necessary to maintain job skills and to maintain all required certifications as determined by the Department of Public Safety. Failure to meet these requirements during the contracted term will result in disqualification from further participation in the Program.

Salary Placement and Merit Increase

Employees in the Job Share Program shall be assigned to the same pay grade as currently exists for the full-time job classification, and shall retain their same hourly rate of pay. New employees will continue to be hired in as Dispatchers-in-Training, as lateral transfers, or at an advanced pay scale based on experience.

Employees shall be eligible for merit increases up to the top step in the classification based on the same pay period requirement as for full-time employees.

Pay Periods of Service

Pay periods of service will accrue on a pro-rata basis.

Benefits

1. PERS – The City shall contribute the same percent towards the employee's contribution as it currently does for full-time employees, and will continue to report the value of the employer Paid Member Contribution (EPMC). Contribution amounts will be pro-rated due to the reduced work hours, and as a result, service credit is also pro-rated.

2. LEAVES

Holiday – 54 hours per year, paid as In-Lieu Holiday at 2.08 hours per pay period.

Paid Time Off – Will be prorated based on the number of regular paid hours, excluding overtime, in the pay period.

Maximum accrual is the same as for full-time employees.

Paid Time Off shall be used when the employee will not be working his/her regularly scheduled work hours.

Compensatory Time Off (CTO) – If applicable, any compensatory time (CTO) will remain as compensatory time. Reduced time job status employees will be allowed to accumulate compensatory time under the conditions outlined in the current MOU as per full-time employees.

Paid Medical Leave – Same number of calendar days as full-time employees.

Except as required by law, all other leaves shall be prorated to one-half (1/2) the level for full-time employees.

3. HEALTH INSURANCES

Medical, Dental, Vision, ~~EAP, Optional Life Insurance~~ – the City will contribute towards the combined health insurance one-half of the amount in effect for full-time employees in the same classification.

~~Cash In-Lieu of Medical Coverage – the employee has the option of electing cash in-lieu of medical coverage. If the employee elects cash in-lieu, he/she shall be entitled to receive one-half the amount currently in effect for full-time employees in the same classification.~~

EAP – The premium is fully paid by the City.

Basic Life Insurance – City-paid basic coverage of one times full-time equivalent base salary is available (employee only coverage).

Long-term Disability Insurance – as for full-time employees, with benefit level based on reduced salary.

4. DEFERRED COMPENSATION – employees in the Job Share Program are eligible to participate in the City's 457 Plan.
5. OTHER PAYS – Other pays, such as the out-of class premium, bilingual/translator premium, trainer premium, will continue as are in effect for full-time employees in the same classification.

Outside Employment

Employees may accept outside employment; however, it is secondary to employment with the City and shall not interfere with the employee's primary job or otherwise limit scheduling flexibility by management. Outside employment must be approved in advance by the Director of Public Safety. The Director's decision is final and any other employment deemed to be a "conflict of interest" shall not be granted.

Adjustments to Job Share Status

When one employee leaves the arrangement, management shall attempt to fill the position with another half-time employee. If the vacancy cannot be filled within 120 days (excluding training time), the remaining employee in the job share will be required to return to full-time status.

Employee-Requested Termination of Reduced Time Job Status

If an employee wishes to leave the Program and return to full-time status, he/she shall provide 30 days' written notice to the Director of Public Safety and the Manager, Bureau of Technical Services.

If no vacancy exists, the employee may be required to remain in the job share status.

Revocation

The City may discontinue the Job Share Program, or an individual's participation in the Program, at any time by stating in writing the reasons for discontinuation. Should this occur, the City shall provide as much advance notice as possible, but not less than 30 days. At such time, the employee may be required to return to full duty status.

Attachment 3

Communication Officers Association (COA) - Survey January 2018

PUBLIC SAFETY DISPATCHER - PROJECTED INCREASE

City	Classification	MOU Dates	Salary Effective Date	Top-Step Base Salary	2.0% @ 60 per MOU		City Paid EE PERS		Medical	a)	Total Compensation	
					%	\$	%	\$			Total Benefits	Base Salary + Benefits
Sunnyvale (current)	Public Safety Dispatcher	01/01/15-12/31/17	01/03/16	8,758	0.000%	0.00	2.00%	175.16	815.00		990.16	9,748.07
Sunnyvale (new)	Public Safety Dispatcher	01/01/15-12/31/17		9,032	0.000%	0.00	4.00%	361.26	815.00		1,176.26	10,207.80
Alameda	Public Safety Dispatcher	12/27/15 - 12/26/18	01/07/18	7,207			0.00%	0.00	2,027.64	a)	2,027.64	9,234.84
Concord	Police Dispatcher II	07/01/15 - 6/30/19	07/03/17	7,438			0.00%	0.00	1,811.85		1,811.85	9,249.85
Fremont	Police Communications Dispatcher	07/01/17 - 06/30/19	06/25/17	7,748			0.00%	0.00	2,022.00		2,022.00	9,769.86
Hayward	Communications Operator	07/01/15 - 06/30/18	07/01/17	7,309			0.00%	0.00	2,027.64	a)	2,027.64	9,337.11
Milpitas	Communications Dispatcher	01/01/17 - 12/31/21	01/01/18	9,021			0.00%	0.00	2,027.64	a)	2,027.64	11,048.14
Mountain View	Public Safety Dispatcher II	07/01/17 - 06/30/20	07/01/17	8,558			0.00%	0.00	2,027.64	a)	2,027.64	10,585.37
Palo Alto	Public Safety Dispatcher II	12/01/15 - 12/31/18	12/09/17	8,157			0.00%	0.00	2,027.64	a)	2,027.64	10,184.71
Richmond	Communications Dispatcher II	07/01/13 - 03/31/16	01/01/15	6,677			0.00%	0.00	2,027.64	a), b)	2,027.64	8,704.64
San Jose	Public Safety Radio Dispatcher	07/01/15 - 06/30/18	06/18/17	7,517			0.00%	0.00	1,514.30		1,514.30	9,031.77
San Leandro	Public Safety Dispatcher	01/01/16 - 12/31/20	01/01/18	7,130			0.00%	0.00	1,823.76		1,823.76	8,953.76
San Mateo	Dispatcher II	08/16/15 - 08/11/18	07/30/17	8,152			0.00%	0.00	1,824.88		1,824.88	9,977.04
Santa Clara	Public Safety Dispatcher II	12/18/16 - 12/22/18	12/17/17	9,225			0.00%	0.00	1,358.53		1,358.53	10,583.53

NOTES:

a) Medical for comparator agencies capped at PEMHCA Kaiser plus 2+ for the Bay Area/Sacramento region.

b) City of Richmond - SEIU contract expired 03/31/16; currently in negotiations

0.00

Salary Calculation Methodology per MOU

MOU Section

15.9.2	Sunnyvale Current Total Compensation:	9,748.07
15.9.3	Average Total Compensation:	9,721.72
15.9.4	Average Total Compensation plus 5.0%	10,207.80
15.9.5	Dollar difference between 15.9.4 and 15.9.2:	459.74
15.9.6	15.9.5 as a percentage of 15.9.2:	4.72%
	Percentage to apply to Top-Step Monthly Salary so that 15.9.2 equals 15.9.4:	3.12%

	Dispatcher		Sr. Dispatcher New Rate
	Old Rate	New Rate	
Step 5	50,526.4	52,105.0	59,920.8
	8,757.91	9,031.54	10,386.27
	105,094.91	108,378.46	124,635.23

ANTHONY GILES, INTERIM DIRECTOR OF HUMAN RESOURCES

DATE

MARIANNE GILU, PRESIDENT OF COA

DATE

ATTACHMENT 4

City of Sunnyvale
Salary Table - Regular Full-Time Employees

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
4500	PUBLIC SAFETY DISPATCHER	COA	A	200	42.8669	45.0103	47.2608	49.6238	52.1050		2/11/2018
4525	PUBLIC SAFETY DISPATCHER-IN-TRAINING	COA	A	205	37.0301	38.8816	40.8256				2/11/2018
4550	SR PUBLIC SAFETY DISPATCHER	COA	A	201	49.2969	51.7618	54.3499	57.0674	59.9208		2/11/2018

Notes**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution****COA:**

Category A, applies to Public Safety Dispatcher-in-Training, Public Safety Dispatchers, and Senior Public Safety Dispatchers

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE AMENDING RESOLUTION NO. 190-05,
THE CITY'S SALARY RESOLUTION, BY AMENDING
THE PAY SCHEDULE FOR PAY PLAN CATEGORY A
(COMMUNICATION OFFICERS ASSOCIATION) AND
BENEFITS FOR EMPLOYEES REPRESENTED BY THE
COMMUNICATION OFFICERS ASSOCIATION (COA)**

WHEREAS, the Memorandum of Understanding ("MOU") with the Communications Officers Association ("COA") expired on December 31, 2017; and

WHEREAS, negotiators for the City of Sunnyvale ("City") and COA began the meet and confer process in August 2017, and met seven times before reaching an agreement; and

WHEREAS, a Tentative Agreement was reached on January 19, 2018, and on January 28th, the City was notified that the COA membership ratified this agreement for a term from January 1, 2018 through and including December 31, 2021; and

WHEREAS, the terms of the new MOU make changes to elements of compensation including wages, retirement, work schedule, certification pay, holiday in-lieu pay, education incentive, insurance, cash in-lieu of medical coverage, paid time off and release time for business and association leave bank; and

WHEREAS, consistent with the terms of the new MOU, the City desires to amend the City's salary resolution for COA employees, effective the first full pay period following Council approval.

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 in Pay Plan Category A (Communication Officers Association) and other provisions noted above in the MOU, 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 implemented the first full pay period following Council approval, with the effective dates as set forth in the salary table attached as Exhibit A.

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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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 categories A, B, C, G, J and L consist of hourly pay rates for each available step in each classification. The schedule of pay for Unclassified and Classified Management classifications enumerated by pay categories D, E, F, K and M consists of the annual control point for each classification.

All pay ranges and rates are contained in Exhibit "A" (posted Salary Tables) and incorporated by this reference.

Pay Plan Schedules A through M apply to employee categories as follows:

Pay Plan Category A applies to employees represented by the Communications Officers Association (COA).

Pay Plan Category B applies to employees represented by the Sunnyvale Employees Association (SEA).

Pay Plan Category C applies to employees represented by the Public Safety Officers Association (PSOA).

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.

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.

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.

Pay Plan Category G applies to unrepresented **Classified Confidential** employees. [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 3.910, Section 4.000, Section 4.100, Section 4.300, and Section 5.015].

Pay Plan Category J applies to the **Unclassified** classifications listed under the **Job Training Partnership Act (JTPA)**.

Pay Plan Category K applies to employees in unrepresented **Unclassified Management** classifications appointed directly by the City Attorney.

Pay Plan Category L applies to **Classified Regular Part-time** employees represented by the Service Employee International Union (SEIU).

Pay Plan Category M applies to employees represented by the Public Safety Managers Association (PSMA).

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.

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,

L and M.

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, 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 as provided in Section 3.100(k). 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

Service Period Pay Periods	Years	Hour/Pay Period	Accrual Rate Hours/Ye
1-26.99	0 to 1	6.5	169
27-130.99	1+ to 5	7.5	195
131-260.99	5+ to 10	9.0	234
261-442.99	10+ to 17	10.5	273
443-650.99	17+ to 25	11.5	299
651+	25+	12.0	312

- (d) Eligible employees will accrue at the rates shown in Table A for the first 870 hours. After 870 hours are accrued, the employee will start accruing at the reduced rate levels of Table B.

TABLE B

Service Period Pay Periods	Years	Hour/Pay Period	Accrual Rate Hours/Ye
1-130.99	0 to 5	5.0	130
131-650.99	5+ to 25	6.5	169
651+	25+	8.0	208

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, beginning with work hour 121 through 90 calendar days of 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, 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.

After 90 calendar days of (same occurrence) illness or injury, 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 pay, 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 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, 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, 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, beginning with workday 1 through 60 calendar days of illness or injury. After 90 calendar days of (same occurrence) work-related illness or injury, the 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 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.

3.200. 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, G, K and M 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 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.

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, L or M;
- (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.

3.620. 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, G, K and M, 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 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.

3.640. PAID MEDICAL LEAVE REQUIREMENT WAIVER. For employees in Categories D, E, F, K and M, 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.

3.800. 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. 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.

3.910. ADMINISTRATIVE LEAVE FOR CONFIDENTIAL EMPLOYEES.

Employees in Category G designated as FLSA exempt as provided in Section 4.000 shall be credited with 40 hours of Administrative Leave at the beginning of the first pay period of the payroll calendar year. All employees must complete 6 months of employment to meet eligibility. Use of Administrative Leave is subject to the employee's manager approval and to the additional provisions in the Administrative Policy.

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 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, K and M, and the following classifications in Category G, which are hereby designated as exempt from the provisions of the Fair Labor Standards Act (FLSA).

Category G Classifications:

Job Code	Classification
1001	Accountant-Confidential
1450	Human Resources Analyst
1015	Payroll Supervisor
1460	Sr. Human Resources Analyst
2203	Sr. Programmer Analyst-Confidential

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. 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. Employees in Category G designated as FLSA exempt as provided in Section 4.000 are not eligible for compensatory time.

4.200. CALL-BACK PAY. OVERTIME. WHEN APPLICABLE. For full-time 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.

5.015. OUT-OF-CLASS PAY FOR SPECIAL ASSIGNMENT WORK.
CONFIDENTIAL EMPLOYEES.

For employees in Pay Plan Category G, 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 shall be eligible to receive an annual

allowance in accordance with the provisions of the applicable MOU. 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, G, 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 B, D, E, F, G, K, L, M 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. 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 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.

Payment shall be made on the following schedule:

Type of Coverage Waiving	Per Pay Period Payment
Employee only coverage	\$38.00
Employee +1 coverage	\$76.00
Employee + family coverage	\$98.50

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 she 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 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, 2018, 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 \$835.66 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 \$437.75 per month, whichever is less.

(e) Categories D, E, F, K and M. The cost of the premium or \$835.66 per month, whichever is less. Effective January 1st 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 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 2017, the amount is \$128.00, and for calendar year 2018, the amount is \$133.00.

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 and G. The City's contribution is included under Section 5.515 (b) below.

(c) Category C. The City's contribution is 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, K and M. 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 and G. 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's contribution is included under Section 5.515 (d) below.

(e) Categories D, E, F, K and M. 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, t~~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 and G. The City's contribution is subject to the provisions of the SEA MOU.

(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 City's contribution is subject to the provisions of the SEIU MOU.

(e) Categories D, E, F, K and M. 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. ~~In addition to Including~~the amounts contributed by the City as specified in Sections 5.505 (a), 5.506 (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~~ the City pays the full premium for the employee assistance program.

(b) Category B and G. In addition to the amounts contributed by the City as specified in

Sections 5.505 (b) and 5.515 (b), 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. In addition to the amounts contributed by the City as specified in Sections 5.505 (d) and 5.515 (d), the City pays the full premium for the employee assistance program.

(e) Categories D, E, F, K and M. In addition to the amounts contributed by the City as specified in Sections 5.505 (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, K and M. 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 1st 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%
Combined Years of Service: Minimum 15 years City of Sunnyvale service, 5 years of which must be City of Sunnyvale management service	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 D, F, and K 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, D, F, and K 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 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, M 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.

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, G, 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 automobile allowance, payable monthly, in lieu of the assignment and authorization to use such City vehicle. Such automobile 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 and M 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 an automobile 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 automobile allowance for Department Directors will be \$450.00 and for designated management employees \$310.00. Effective October 8, 2017, the monthly automobile allowance for the Director of Employment Development will be \$650.00 for as long as NOVA is providing services to San Mateo County. 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, K and M 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, K and M 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.

The minimum and maximum rates at which employees in Categories F may be hired are established for that classification in Exhibit "A" (posted Salary Tables). All appointments require approval of the City Manager.

7.110. CONTROL POINTS AND SALARY RANGES. MANAGEMENT. Control Points for Management classifications are as established in Exhibit "A" (posted Salary Tables). The range for each classification in Categories D, E, K and M extends from 85.0% of the Control Point up to the Control Point (100%). The range for each classification in Categories F are as established in Exhibit "A" (posted Salary Tables). The salary range from the minimum to the maximum is 20%.

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 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 and K 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.

Upon completion of 26 pay periods of service, employees in Category F who receive an overall rating of achieves or exceeds expectations on their most recent performance evaluation may receive an increase in salary as determined by the City Manager, above the rate to which they were initially assigned, up to but not exceeding the range maximum. The pay rate will be considered for adjustment beyond that granted after the first 26 pay periods of service following the completion of an annual performance evaluation, up to but not exceeding the range maximum. The pay rate adjustment is subject to an overall rating of achieves or exceeds expectations on the employee's most recent performance evaluation. All salary increases require approval of the City Manager. For extenuating or bona fide circumstances, the City Manager may increase the salary for a Category F employee outside of the annual performance review cycle.

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).

7.190. SEVERANCE. Employees in Category F may be terminated or asked to resign at the discretion of the City Manager. Upon execution of a release of all claims against the City, the employee shall be eligible for severance payment. Upon separation, the employee shall be eligible for one (1) month of base salary as severance for each full year of employment with the City of Sunnyvale, with a minimum of three (3) months of salary and up to a maximum of six (6) months of salary. However, the City Manager may authorize any amount between three (3) and six (6) months as he or she determines reasonable and appropriate. The severance benefit shall not be available if the employee is terminated for serious misconduct involving abuse of his or her office or position, including but not limited to waste, fraud, violation of the law under color of authority, misappropriation of public resources, violence, harassment or discrimination. If the employee is later convicted of a crime involving such abuse of his or her position, the employee shall fully reimburse the City as set forth in the Government Code section 53243.3.

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.

Posted: ~~September 26, 2017~~February 6, 2018

City of Sunnyvale
Salary Table - Regular Full-Time Employees

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
4500	PUBLIC SAFETY DISPATCHER	COA	A	200	42.8669	45.0103	47.2608	49.6238	52.1050		2/11/2018
4525	PUBLIC SAFETY DISPATCHER-IN-TRAINING	COA	A	205	37.0301	38.8816	40.8256				2/11/2018
4550	SR PUBLIC SAFETY DISPATCHER	COA	A	201	49.2969	51.7618	54.3499	57.0674	59.9208		2/11/2018

Notes

Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution

COA:

Category A, applies to Public Safety Dispatcher-in-Training, Public Safety Dispatchers, and Senior Public Safety Dispatchers

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.

RESOLUTION NO. _____-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SUNNYVALE FOR PAYING AND REPORTING THE
VALUE OF EMPLOYER PAID MEMBER
CONTRIBUTIONS TO THE CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM FOR EMPLOYEES
OF THE COMMUNICATION OFFICERS ASSOCIATION**

WHEREAS, the governing body of the City of Sunnyvale (the City) has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the City has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC).

WHEREAS, the City has identified the following conditions for the purpose of its election to pay EPMC:

1. This benefit shall apply to all employees of Communication Officers Association.
2. This benefit shall consist of paying the following percentage of the normal member contributions as EPMC:
 - a) Tier 1: Effective February 11, 2018, four percent (4%) employer paid, and reporting the same percent (value) of compensation earnable [excluding Government Code Section 20636(c)(4)] as additional compensation; and
 - b) Tier 2: Effective February 11, 2018, four percent (4%) employer paid, and reporting the same percent (value) of compensation earnable [excluding Government Code Section 20636(c)(4)] as additional compensation; and
3. The effective date of this Resolution is February 11, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT it hereby elects to pay and report the value of EPMC as set forth above.

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

18-0067

Agenda Date: 2/6/2018

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Friday, February 16, 2018 - City Council

Public Hearings/General Business

17-0101 8:30 A.M. SPECIAL COUNCIL MEETING
City Manager's Memorandum to Council
Study Issues Full Packet

Tuesday, February 27, 2018 - City Council

Study Session

17-0102 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)
Minimum Wage Update

17-1150 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Wage Theft (Study Issue)

Special Order of the Day

18-0116 SPECIAL ORDER OF THE DAY - Arbor Day Celebration and Proclamation

Public Hearings/General Business

18-0060 Proposed Project: Call for Review by the City Council of a Decision by the Planning Commission Approving Related Applications on a 0.34-acre site: SPECIAL DEVELOPMENT PERMIT: to develop four new single family homes. The existing single family home and accessory living unit are proposed to be demolished.
VESTING TENTATIVE MAP: to subdivide one lot into four lots
File #: 2017-7248
Location: 838 Azure Dr. (APN: 211-18-030)
Zoning: R-2/PD (Residential Low-Medium Density/Planned Development)
Applicant / Owner: Xin Lu
Environmental Review: Mitigated Negative Declaration

17-1180 Authorize the City Manager to Execute a Contract Amendment for the Mary Avenue Overcrossing Environmental Impact Report (EIR) to Undertake Additional Work Required by CEQA, Approve Increase to Contract Contingency Amount and Approve Budget Modification No. 40 in the Amount of \$47,556

17-0778 Public Hearing and Adopt a Resolution Ordering the Vacation of a Portion of Carl Road Westerly of Borregas Avenue, a Portion of Borregas Avenue

Northerly of Carl Road and a Portion of Crossman Avenue Northerly of
Caribbean Drive

Tuesday, March 6, 2018 - City Council

Public Hearings/General Business

- 18-0098** Approve a Pension Trust Fund, Delegate Authority to the City Manager to Negotiate and Execute an Agreement with PFM Asset Management, LLC, and U.S. Bank National Association for the Sunnyvale Post-Employment Pension and Retiree Healthcare Benefits Program, and Direct the Administration to Request a Private Letter Ruling from the Internal Revenue Service
- 18-0101** Approve the 2017 Annual Progress Report on Implementation of the General Plan Housing Element
- 18-0105** Authorize the City Manager to Negotiate a Formal Memorandum of Understanding with the Sunnyvale School District and Fremont Unified High School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site
- 18-0106** Approve Budget Modification No. X to Advance Funding for the Early Replacement of Two Fire Engines

Tuesday, March 27, 2018 - City Council

Public Hearings/General Business

- 17-1148** Wage Theft (Study Issue)

Tuesday, April 10, 2018 - City Council

Special Order of the Day

- 18-0095** 6:30 P.M. SPECIAL COUNCIL MEETING
SPECIAL ORDER OF THE DAY - 2018 Earth Day Video and Poster Contest Winners
- 18-0096** SPECIAL ORDER OF THE DAY - Recognition of Green Businesses

Public Hearings/General Business

- 18-0010** Agenda items pending- to be scheduled

Tuesday, April 24, 2018 - City Council

Public Hearings/General Business

- 18-0011** Agenda items pending- to be scheduled

Tuesday, May 1, 2018 - City Council

Study Session

18-0012 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews

Tuesday, May 8, 2018 - City Council

Public Hearings/General Business

18-0013 Agenda items pending- to be scheduled

Tuesday, May 15, 2018 - City Council

Study Session

18-0014 6 P.M. SPECIAL COUNCIL MEETING ONLY (Study Session)
Board and Commission Interviews

Tuesday, May 22, 2018 - City Council

Study Session

18-0115 6:30 P.M. SPECIAL COUNCIL MEETING
SPECIAL ORDER OF THE DAY - Department of Public Safety Special
Awards

Public Hearings/General Business

18-0015 Agenda items pending- to be scheduled

Friday, May 25, 2018 - City Council

Study Session

18-0016 8:30 A.M. SPECIAL COUNCIL MEETING
Budget Workshop

Tuesday, June 12, 2018 - City Council

Public Hearings/General Business

18-0064 Annual City Council Public Hearing on FY 2018/19 Budget and Resource
Allocation Plan and Establishment of Appropriations Limit and Sunnyvale
Financing Authority Public Hearing on FY 2018/19 Budget

Tuesday, June 26, 2018 - City Council

Public Hearings/General Business

18-0063 City Council Adoption of the FY 2018/19 Budget, Fee Schedule, and Appropriations Limit and Sunnyvale Financing Authority Adoption of the FY 2018/19 Budget

Tuesday, July 17, 2018 - City Council

Public Hearings/General Business

18-0019 Agenda items pending- to be scheduled

Tuesday, July 31, 2018 - City Council

Public Hearings/General Business

18-0020 Agenda items pending- to be scheduled

Tuesday, August 14, 2018 - City Council

Public Hearings/General Business

18-0021 Agenda items pending- to be scheduled

Tuesday, August 28, 2018 - City Council

Public Hearings/General Business

18-0022 Agenda items pending- to be scheduled

Tuesday, September 11, 2018 - City Council

Public Hearings/General Business

18-0023 Agenda items pending- to be scheduled

Tuesday, September 25, 2018 - City Council

Public Hearings/General Business

18-0024 Agenda items pending- to be scheduled

Tuesday, October 16, 2018 - City Council

Public Hearings/General Business

18-0025 Agenda items pending- to be scheduled

Tuesday, October 30, 2018 - City Council

Public Hearings/General Business

18-0026 Agenda items pending- to be scheduled

Tuesday, November 13, 2018 - City Council

Public Hearings/General Business

18-0027 Agenda items pending- to be scheduled

Tuesday, November 27, 2018 - City Council

Public Hearings/General Business

18-0028 Agenda items pending- to be scheduled

Tuesday, December 4, 2018 - City Council

Public Hearings/General Business

18-0029 Agenda items pending- to be scheduled

Tuesday, December 18, 2018 - City Council

Public Hearings/General Business

18-0030 Agenda items pending- to be scheduled

Tuesday, January 8, 2019 - City Council

Public Hearings/General Business

18-0031 Agenda items pending- to be scheduled

Tuesday, January 15, 2019 - City Council

Public Hearings/General Business

18-0032 Agenda items pending- to be scheduled

Tuesday, January 29, 2019 - City Council

Public Hearings/General Business

18-0033 Agenda items pending- to be scheduled

Tuesday, February 5, 2019 - City Council

Public Hearings/General Business

18-0034 Agenda items pending- to be scheduled

Tuesday, February 26, 2019 - City Council

Public Hearings/General Business

18-0035 Agenda items pending- to be scheduled

Date to be Determined - City Council

Public Hearings/General Business

17-0471 Eco-district Feasibility and Incentives (Study Issue)

18-0118 Overview of the Consultant's Report for the Department of Public Safety:
Comprehensive Community Risk Assessment, Standards of Cover Study,
and Station Location and Deployment Study



City of Sunnyvale

Agenda Item

18-0056

Agenda Date: 2/6/2018

Information/Action Items

2018 INFORMATION/ACTION ITEMS COUNCIL DIRECTIONS TO STAFF

Date Assigned	Directive/Action Required	Dept	Due Date	Completed
7/11/17	Agendize Minimum Wage Update for Council discussion (study session)	OCM	2/27/18	
10/3/17	Revise Administrative Policy for Below Market Rate Alternative Compliance Plan recommendations to be presented to the Housing and Human Services Commission for a recommendation to the City Council	CDD	1/31/18	
11/7/17	Come back to Council in a reasonable period of time to discuss funding of the civic center for phase II and beyond	OCM	Mar 2018	
1/9/18	Update the Legislative Advocacy Position statements as requested by Councilmember Griffith. Add to Section 3 - specific mention of the City opposing off shore oil drilling and slight wording changes as proposed by staff regarding SB1383 and encourage that streamlining of regulatory environment to allow for easier creation and maintenance of organic waste disposal	ESD		1/25/18

**2018 NEW STUDY/BUDGET ISSUES
SPONSORED BY COUNCIL**

Date Requested	Study Issue Title	Sponsors	Dept	Approved by City Manager
1/23/18	Explore Proactive Solutions to Address Aviation Noise	Goldman/ Melton	OCM	
1/23/18	City of Sunnyvale Municipal Golf Program Operational Review and Future Potential Land Use Options	Melton/ Klein/ Smith	DPW	



City of Sunnyvale

Agenda Item

17-1208

Agenda Date: 2/6/2018

REPORT TO COUNCIL

SUBJECT

Review of 2017 Housing Legislation (Information Only)

BACKGROUND

This report provides a summary and analysis of the new housing laws enacted by the State of California in 2017, commonly referred to as the “2017 Housing Package,” which took effect on January 1, 2018. Staff analyzed these laws (which included a review of the analysis of various outside groups and legal firms) to assess the likely positive or negative near term impacts of these laws on the City. Two summaries of this legislation, one provided by the California Department of Housing and Community Development Department (HCD) and the other by the League of California Cities, are attached to this report as Attachments 1 and 2, respectively.

EXISTING POLICY

Council Policy 7.3.1:

Goal 7.3B Assure that City policy is established, documented and enacted according to established procedures and legal principles.

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

DISCUSSION

The fifteen bills comprising the Housing Package (plus several other housing bills not officially included in the Housing Package but also enacted in 2017) were developed by the California Legislature to address the statewide housing crisis. The statewide housing crisis is considered by most of the bill authors and sponsors as a matter of both inadequate supply and significant affordability concerns. Most of these bills can be grouped into one or more of the following four categories:

- **Funding Measures:** SB 2, SB 3, and to a limited extent AB 73, AB 571;
- **Accountability, Reporting, and Enforcement Measures:** SB 166, SB 167, AB 72, AB 678, AB 879, AB 1397, AB 1515; AB 1568
- **Streamlining Measures:** SB 35, SB 229, SB 540, AB 73, AB 494
- **Miscellaneous:** AB 571, AB 1193, AB 1505, AB 1521

Potentially significant impacts of the new legislation in each of the above areas on City business or operations are noted below. A table showing which bill has impacts in each category(ies) is provided in Attachment 3. That table also indicates whether the bill creates new mandatory requirements that

cities and counties must meet, or new opportunities that jurisdictions may opt to pursue. Of those bills that create new mandatory requirements for local governments, the table also indicates whether those requirements apply to charter cities, such as Sunnyvale, and charter counties, or only to “general law” jurisdictions. Please see Attachment 1 for more detail on each bill, and Attachment 2 for analysis of likely impacts to cities and counties of the new laws.

Funding Measures

SB 2 is estimated to generate approximately \$250 million per year for the State from new real estate recording fees. These funds will be available for local planning and affordable housing purposes. The bill requires the State to distribute half of the revenues received in 2018 to cities and counties for planning activities intended to create additional capacity for housing, streamline development review, or otherwise support production of affordable housing. The remainder of the 2018 funds will be available to the State for affordable housing and homelessness programs. Starting in 2019 and beyond, the State must distribute 70% of these annual revenues to local governments for affordable housing development and related uses, such as rental and home buyer assistance. See Attachment 2 for more detail about the types of eligible uses of these funds.

What SB 2 Means for Sunnyvale: Based on the estimated amount of SB 2 revenue for 2018, and assuming the 50% set-aside for local governments is distributed evenly among the State’s 540 cities and counties, a very rough estimate of how much the City might be eligible for is approximately \$230,000. It is not clear yet how the State will divide up this amount among the jurisdictions, what the application process will be, or what kinds of strings may be attached to this funding, such as a matching requirement, for example. Some preliminary information about the expected application process is provided in Attachment 2, from the League of Cities; however, HCD may create a more robust application process in the coming months. Staff is monitoring this potential opportunity.

The City has previously completed or is currently working on many planning efforts similar to the type of work eligible for this funding, such as: updating local land use plans, completing plan-level environmental review, streamlining development review processes, developing inclusionary housing ordinances, and/or conducting nexus studies needed to justify and enact housing impact fees. Many jurisdictions around the state have not undertaken such efforts previously, or need to update older plans and programs, and may not have had sufficient funds to do such work earlier. The City is currently undertaking several specific plan updates with a goal of potentially increasing housing capacity in certain areas. Those studies, for the most part, are already funded, so it is not clear whether any additional plan updates will be pursued in 2018 for which this funding could be sought.

SB 3 authorizes an affordable housing bond measure to be placed on the State ballot in 2018. If approved, \$4 billion in state bonds will be issued, of which \$3 billion will be for existing State affordable housing programs, and \$1 billion will be for veterans’ housing programs. If the bond measure passes, some of this funding may be available for future affordable housing projects within the City, primarily new construction and/or rehabilitation of rental housing for lower-income households. Usually the housing developer, rather than the city, is eligible to apply for such funds, most of which are provided as loans against the property, but the City may need to submit documents in support of that application. These funds help the developers further leverage any local housing funds the City contributes to such projects, in addition to leverage provided by federal tax credits or other non-City sources.

What SB 3 Means for Sunnyvale: The ultimate impact on the City as a whole would be potentially more affordable rental units developed in the City at a lower per-unit City cost. The City has previously taken advantage of State housing programs funded by prior State bond measures, so this would not be an entirely new process. For example, both the Fair Oaks Plaza and Onizuka Crossing projects applied for and were awarded Infill Infrastructure Grants (IIG) by HCD, which were funded by an earlier bond measure, Proposition 1C. In both cases the City supported the housing developer's application by providing technical assistance through the Community Development Department, and adopting Council resolutions in support of those funding applications, when required by the program.

Accountability, Reporting and Enforcement Measures

AB 678, SB 167 and AB 1515

These bills make changes to an existing law known as the Housing Accountability Act (HAA), also known as the "Anti-Nimby Act." The changes make it more difficult for all jurisdictions, including charter cities, to deny proposed housing developments, or to reduce the density or size of proposed housing projects. It increases the penalties for jurisdictions that fail to approve housing projects that conform to all "objective" general plan and zoning standards. AB 1515 requires the courts to give less deference to a local governments' determinations of a proposed development's consistency with local zoning or land use plans. Although cities and counties may not deny or reduce the density of a project once it is deemed consistent with objective development standards, they may still require projects to go through a design review process.

What AB 678, SB 167 and AB 1515 Mean for Sunnyvale: The City's development review processes and practices are for the most part largely consistent with these requirements; therefore, staff does not expect these new requirements to have significant impacts in Sunnyvale (some jurisdictions around the State may need to update their development standards to meet these requirements). However, staff is currently examining the City's codes and procedures to see if any amendments are needed to comply with these laws. If so, staff will bring forward any proposed amendments requiring Council action. See Attachments 1 and 2 for more detail on these bills.

Changes to Housing Element Laws

AB 1397 adds various technical requirements for housing elements, many of which were already implemented to some degree in practice by State staff (HCD), but may not have been specified clearly enough in State law. For example, the need to thoroughly analyze whether sites identified in the housing element had realistic capacity for, and/or likelihood of redevelopment or additional housing units being added to those sites during the coming Regional Housing Needs Allocation (RHNA) period, was previously communicated to local staff as a requirement by HCD staff, but was not specified in State statutes. The City's Housing Element already complies with these requirements. The high level of redevelopment of existing properties over the past decade or so, primarily due to privately initiated projects, provides substantial evidence that the City's sites inventory has been based on a realistic assessment of redevelopment potential of sites with existing uses.

What AB 1397 Means for Sunnyvale: Staff does not expect this bill to have immediate impacts on the City; however, it may have some impacts the next time the Housing Element is updated (2023). For example, HCD staff reviewing the City's next draft Housing Element for

compliance (in 2023) may question or reject a site listed on the site's inventory if HCD does not find that the site has a "realistic potential for redevelopment" within the next housing element cycle. While similar concerns were expressed by HCD upon prior reviews of the City's draft housing elements, now HCD staff has the language in these new State statutes to clarify and support this requirement. In prior cycles staff provided sufficient evidence of the City's track record with redevelopment of other sites to alleviate HCD's concerns and ultimately obtain HCD certification (without a requirement to remove those sites from the inventory).

AB 879 and AB 72 further clarify the types of analysis of "local constraints on housing development" to be included when housing elements are updated. AB 72 authorizes HCD to review city and county actions, such as denial of a housing project, or rezoning or downzoning a housing site, for compliance with the jurisdiction's housing element. It authorizes HCD to issue a notice of non-compliance if HCD deems that action to conflict with the jurisdiction's housing element or otherwise violate housing element law. Previously HCD was not able to take such compliance actions directly, rather private litigation was required to enforce these requirements.

What AB 879 and AB 72 Mean for Sunnyvale: Historically Sunnyvale has not had a track record of litigation or significant compliance problems of this nature, so staff does not anticipate any immediate impacts in the near term. Nonetheless, this bill gives all jurisdictions more reason to proceed with caution if contemplating any action that might result in a non-compliance notice from HCD.

SB 166 strengthens existing provisions in housing element law (known as "no net loss"), which are intended to prevent local governments from down-zoning residential areas and/or approving developments at a lower density or size than contemplated in their State-approved housing elements. A new aspect of the no net loss concept introduced in this Bill is analysis of the actual income level of the units approved, not only the number of units or density of the project, yet the City cannot deny a proposed development because it may not match the income level estimated in the sites inventory. It is not clear yet how this analysis will be implemented or enforced by HCD. It is unclear how feasible it will be for general law jurisdictions to comply fully with this law as there is a finite amount of land available in most jurisdictions (without annexation of other land). Because of property rights laws, cities cannot force developers or property owners to develop and use their land only for the residential purposes, and the particular income levels and unit counts, indicated in the housing element sites inventory. Staff anticipates that HCD will develop clarifying guidance in this area within the coming year.

What SB 166 Means for Sunnyvale: This bill does not apply to charter cities such as Sunnyvale, so no immediate impacts are anticipated on Sunnyvale, but it could be extended to charter cities through future legislation.

SB 35 and AB 879 require enhanced annual reporting requirements for cities and counties which must provide new types of data in their annual reports to HCD on their housing element compliance ("APRs"), primarily related to the number of housing units proposed compared to the number approved by the City through Planning approvals (entitlements). AB 879 also requires new types of data to be included in APRs, and directs HCD to evaluate the reasonableness of local government impact fees imposed on housing developments.

What SB 35 and AB 879 Mean for Sunnyvale: Sunnyvale has been submitting the APRs for

many years and will continue to do so; however, the new types of data required by these bills are quite detailed and will increase the level of effort, primarily in terms of staff time, that the City must commit annually to the APR process. Staff is optimistic that the new permitting software the City is pursuing (a.k.a. the new SunGIS) will allow some of this data gathering and reporting effort to be automated in future years and thus lessen the amount of staff time and expense required to comply with these laws. Regarding HCD's forthcoming analysis of local fees on housing development, it is unclear at this time what the outcome of that analysis will be; however, most local government interest groups, such as the League of California Cities and similar entities, are concerned about this and will be following the fee issue closely. The outcome may require cities to actively participate in this analysis by sharing information about how such fees are determined, what they are used for, and how local public services and facilities would be impacted if these revenues were reduced or eliminated.

Streamlining Measures

SB 35 was primarily initiated as the Legislature's alternative to the housing development streamlining measure proposed by Governor Brown in 2016, which failed to pass the Legislature. This bill requires cities and counties in most cases to provide a by-right (ministerial) approval process for multi-family rental housing projects with a certain percentage of affordable units, if the developer agrees to pay prevailing wages to the construction workers that build the project (See Attachments 1 and 2 for more detail). Sunnyvale added a by-right process for rental projects of 25 or fewer units as an implementation objective included in the 2009-2014 Housing Element update, at the urging of HCD staff reviewing the draft Housing Element at that time. However, SB 35 requires this type of approval process for larger projects as well, therefore some modifications to City approval processes will be required to handle any future SB 35 streamlining applications. This streamlining process must be requested by the developer of the project meeting the affordability and wage-related criteria noted above, so if no developers request it, it will not have any immediate effects. Many market-rate developers hesitate to voluntarily provide affordable units in their projects, and/or to pay prevailing wages, because those commitments can have significant impacts either on total anticipated financial gain or feasibility of the project, and/or on construction costs.

The proposed SB 35 streamlined project must be consistent with objective zoning and design review standards and not exceed the maximum density allowed within the general plan land use designation. Objective standards are those that are "involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal."

What SB 35 Means for Sunnyvale: It is unclear how many market-rate residential developers will pursue this option in Sunnyvale, which is known for its already streamlined, fair, and relatively predictable process, which might not warrant the developer's costs to qualify a project for SB 35 streamlining. Most subsidized affordable housing projects are required to pay prevailing wages as a condition of their financing, and are 100% affordable already, so staff expects that most projects requesting SB 35 streamlining in Sunnyvale, if any, will likely be subsidized affordable projects.

The City will likely need to adopt a few minor zoning amendments to comply with SB 35. These changes may reduce the City's ability to require use permits or other discretionary approvals for certain types of projects pursuing SB 35 streamlining. SB 35 could influence the

size and location of multi-family rental project applications in the City. Large projects requiring rezoning or design exceptions will still have to go through the City's regular review process. However, developers of SB 35-eligible projects in multi-family, commercial, or mixed use zoning districts that allow housing as an ancillary use may choose to pursue the streamlined review. In this situation, existing standards, such as floor area ratio, height, setback, etc. could still be enforced.

SB 540 and AB 73, were introduced by other authors around the same time as SB 35 to address the same streamlining objectives, but using a voluntary, rather than mandatory approach. SB 540 provides options largely modeled after provisions already available under State law. AB 73 includes more State involvement in this type of effort, including some funding but also State oversight. Please see Attachment 2 for more detail.

What SB 540 and AB 73 Mean for Sunnyvale: Sunnyvale and many other cities have utilized streamlining provisions for many years, such as specific or precise plans, overlay districts, and tiered environmental review. Tiered environmental review is conducting environmental review (e.g., EIRs) at the plan level to streamline the amount of review needed for individual development proposals which are consistent with those plans. Given the significant requirements involved in pursuing either of these new programs, they do not appear to provide any advantages compared to existing efforts the City is already pursuing or has recently completed, such as updating general plan elements and specific or precise plans.

Miscellaneous

Several of the bills in this area, such as **AB 571** and **AB 1521**, make changes that address somewhat technical issues that may have previously hindered certain types of affordable housing projects or efforts, such as farmworker housing and preservation of existing subsidized housing.

What AB 571 and AB 1521 Mean for Sunnyvale: Regarding AB 571, staff does not anticipate any proposed farmworker housing in the City, so that is not likely to impact the City. AB 1521 could be somewhat helpful in any future City efforts to preserve any subsidized affordable housing properties with expiring affordability restrictions. The City does not have any properties in that situation on the immediate horizon, but that may be an issue to address in the next housing element update.

AB 494 and SB 229 are considered Accessory Dwelling Unit (ADU) "clean-up" bills. They make minor adjustments to the ADU laws adopted last year (2016), which raised questions of interpretation due to unclear or ambiguous language. The 2017 ADU clean-up bills require local governments to amend their ADU codes to comply with current State law.

What AB 494 and SB 229 Mean for Sunnyvale: The City has already initiated amendments to its ADU codes to comply with the ADU clean-up bills. The draft ordinance to enact these changes was approved by Planning Commission on January 8 and will be considered by City Council on February 6.

AB 1505 is called the "Palmer Fix." This bill overrides the 2009 Palmer court decision that struck down local inclusionary rental ordinances. The City had such an ordinance prior to 2009, adopted originally in 1980 and amended in 2003, which required 15 percent of the units in new multi-family

rental projects to be affordable to lower-income households ("BMR rental units"). AB 1505 allows cities and counties to once again require developers to provide affordable units as part of any rental development. Any ordinances adopted after passage of the bill must include alternate means of compliance, such as in-lieu fees, land dedication, or off-site development of units, and if they require more than 15 percent of the units to be affordable to lower-income households, HCD may review the ordinance and require a feasibility study (nexus study) to justify the requirement.

What AB 1505 Means for Sunnyvale: While the City's prior rental inclusionary requirements were largely consistent with AB 1505, they did not specifically include several of the alternate compliance options now required, and there were minor incompatibilities with State density bonus law related to calculating the rent limits applicable to the low-income units. Staff will prepare a new rental inclusionary ordinance compliant with AB 1505 and current State density bonus law as part of the 2017 Housing Strategy study issue currently underway. This objective is prioritized to be the first deliverable in the work plan for that study, and will be brought for Council's consideration before the rest of the Strategy is complete. If that ordinance is enacted, it will help the City meet a portion of its RHNA goals for lower-income units, as was the case until the Palmer case put an end to the prior BMR rental program. In the meantime, the City's Rental Impact Fee (RIF) program will continue to apply to any proposed new rental projects. The RIF program assesses a fee based on the square footage of the new rental development, but allows developers the option of providing affordable units in their project instead of paying this fee. Since the RIF program has been in effect, most developers have opted to provide the affordable units rather than pay the fee. In effect the RIF program operates similarly in its end result to an inclusionary rental requirement of the type enabled by AB 1505, without violating the case law created by the Palmer decision. Therefore, the City will continue to receive affordable housing contributions in some form or another by any rental projects that may be proposed in the intervening several months between now and when a new inclusionary rental ordinance can be enacted.

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: Shila Behzadiaria, Assistant Planner

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Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. HCD Summary
2. League of California Cities Summary
3. Table of New Housing Laws



California's 2017 Legislative Housing Package Major Components¹



Provides critical funding for new affordable homes

- Imposes a \$75 fee on recording of real estate documents (excluding sales) for investment in affordable-home development.
- Places a \$4 billion general obligation bond on the November 2018 general election ballot for veterans and affordable housing programs.

Accelerates development to increase housing supply

- Creates a streamlined approval process for certain developments in cities/counties that have not yet met their legally mandated housing targets.
- Authorizes HCD to provide one-time planning funds and technical assistance to cities/counties to help them streamline housing production.
- Authorizes financial incentives for cities/counties that streamline development of housing in specific areas of their jurisdiction.

Holds cities/counties accountable for addressing housing needs in their communities

- Authorizes increased enforcement of state housing-planning ("housing element") law and enables HCD to refer violations to the Attorney General.
- Strengthens housing-planning law to ensure appropriate land is available for new development and increases transparency on local government progress in meeting legally mandated housing targets.
- Creates a \$10,000 per unit penalty on cities/counties that deny (for unjustified reasons) approval of new homes affordable to low or moderate income Californians.

Creates opportunities for new affordable homes and preserves existing affordable homes

- Makes California's "farmworker housing tax credit" more attractive to developers.
- Creates additional tracking and enforcement responsibilities to ensure compliance with state housing-preservation laws.
- Allows the legislative body of a city/county the option to require a certain amount of low-income housing in any new residential rental developments.

¹ In order of reference: SB 2 (Atkins), SB 3 (Beall), SB 35 (Wiener), AB 73 (Chiu), SB 540 (Roth), AB 72 (Santiago), AB 1397 (Low), AB 879 (Grayson), AB 166 (Skinner), AB 678 (Bocanegra)/SB 167 (Skinner) AB 1515 (Daly), AB 571 (E. Garcia), AB 1521 (Bloom), and AB 1505 (Bloom)



CALIFORNIA'S 2017 LEGISLATIVE HOUSING PACKAGE

Streamline Housing Development

<p>Planning & Zoning</p>	<p>SB 35 (Wiener) Streamline Approval Process</p> <p><i>Opt-in program for developers</i></p> <p>Creates a streamlined approval process for developments in localities that have not yet met their housing targets, provided that the development is on an infill site and complies with existing residential and mixed use zoning.</p> <p>Participating developments must provide at least 10 percent of units for lower-income families. All projects over 10 units must be prevailing wage and larger projects must provide skilled and trained labor.</p>
<p>Planning & Zoning</p>	<p>AB 73 (Chiu) Streamline and Incentivize Housing Production</p> <p><i>Opt-in program for jurisdictions and developers</i></p> <p>Provides state financial incentives to cities and counties that create a zoning overlay district with streamlined zoning. Development projects must use prevailing wage and include a minimum amount of affordable housing.</p>
<p>Planning & Zoning</p>	<p>SB 540 (Roth) Workforce Housing Opportunity Zones</p> <p><i>Opt-in program for jurisdictions</i></p> <p>Authorizes the state to provide planning funds to a city or county to adopt a specific housing development plan that minimizes project level environmental review. Requires at least 50 percent of total housing units within that plan to be affordable to persons or families, at or below moderate income, with at least 10 percent of total units affordable for lower income households. Development projects must use prevailing wage.</p>

Accountability and Enforcement

<p>Amends Housing Accountability Act</p>	<p>AB 678 (Bocanegra)/SB 167 (Skinner) Strengthen the Housing Accountability Act</p> <p>Strengthens the Housing Accountability Act by increasing the documentation necessary and the standard of proof required for a local agency to legally defend its denial of low and moderate-income housing development projects, and requires courts to impose a fine of \$10,000 or more per unit on local agencies that fail to legally defend their rejection of an affordable housing development project.</p>
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Accountability and Enforcement (Continued)	
Amends Housing Accountability Act	<p>AB 1515 (Daly) Reasonable Person Standard</p> <p>States that a housing development conforms with local land use requirements if there is substantial evidence that would allow a reasonable person to reach that conclusion.</p>
Amends Housing Element Law	<p>AB 72 (Santiago) Enforce Housing Element Law</p> <p>Authorizes HCD to find a jurisdiction out of compliance with state housing law at any time (instead of the current eight-year time period), and refer any violations of state housing law to the Attorney General if it determines the action is inconsistent with the locality's adopted housing element.</p>
Amends Housing Element Law	<p>AB 1397 (Low) Adequate Housing Element Sites</p> <p>Requires cities to zone more appropriately for their share of regional housing needs and in certain circumstances require by-right¹ development on identified sites. Requires stronger justification when non-vacant sites are used to meet housing needs, particularly for lower income housing.</p>
Amends Existing Housing Law	<p>SB 166 (Skinner) No Net Loss</p> <p>Requires a city or county to identify additional low-income housing sites in their housing element when market-rate housing is developed on a site currently identified for low-income housing.</p>
Amends Existing Reporting Requirements	<p>AB 879 (Grayson) and Related Reporting Bills</p> <p>Make various updates to housing element and annual report requirements to provide data on local implementation including number of project application and approvals, processing times, and approval processes. Charter cities would no longer be exempt from housing reporting. Requires HCD to deliver a report to the Legislature on how local fees impact the cost of housing development.</p>

¹ Current housing law defines by-right as local government review of a project may not require a conditional use permit or other discretionary action that would constitute a "project" under the California Environmental Quality Act

Create and Preserve Affordable Housing	
Ongoing Source	<p>SB 2 (Atkins) Building Jobs and Homes Act</p> <p>Imposes a fee on recording of real estate documents excluding sales for the purposes of funding affordable housing. Provides that first year proceeds will be split evenly between local planning grants and HCD's programs that address homelessness. Thereafter, 70 percent of the proceeds will be allocated to local governments in either an over-the-counter or competitive process. Fifteen percent will be allocated to HCD, ten percent to assist the development of farmworker housing and five percent to administer a program to incentivize the permitting of affordable housing. Fifteen percent will be allocated to CalHFA to assist mixed-income multifamily developments.</p>
Affordable Housing Bond	<p>SB 3 (Beall) Veterans and Affordable Housing Bond Act</p> <p>Places a \$4 billion general obligation bond on the November 2018 general election ballot. Allocates \$3 billion in bond proceeds among programs that assist affordable multifamily developments, housing for farmworkers, transit-oriented development, infrastructure for infill development, and homeownership. Also funds matching grants for Local Housing Trust Funds and homeownership programs. Provides \$1 billion in bond proceeds to CalVet for home and farm purchase assistance for veterans.</p>
Land Use: Zoning Regulations	<p>AB 1505 (Bloom) Inclusionary Ordinances</p> <p>Authorizes the legislative body of a city or county to require a certain amount of low-income housing on-site or off-site as a condition of the development of residential rental units.</p>
Amends Preservation Noticing law	<p>AB 1521 (Bloom) Preserve the Existing Affordable Housing Stock</p> <p>Requires the seller of a subsidized housing development to accept a bonafide offer to purchase from a qualified purchaser, if specified requirements are met. Gives HCD additional tracking and enforcement responsibilities to ensure compliance.</p>
Amends Farmworker Housing and Office of Migrant Services Programs	<p>AB 571 (E. Garcia) Low-Income Housing Credits for Farmworkers</p> <p>Makes modifications to the state's farmworker housing tax credit to increase use. Authorizes HCD to advance funds to operators of migrant housing centers at the beginning of each season to allow them to get up-and-running. Extends the period of time that migrant housing centers may be occupied up to 275 days.</p>

The 2017 Housing Package: What Cities Need to Know

Webinar
Wednesday, December 6, 2017

Presenters

Jason Rhine

Legislative Representative, League of California Cities®

Alison Leary

Deputy General Counsel, League of California Cities®

How to Ask a Question

- ✓ All phone lines have been muted.
- ✓ For questions - use the Q&A window to the right side of your screen. Please enter your name, title and city.



Barriers to Affordable Housing

- ✓ Inadequate Funding
 - Tax credits
 - State and federal funding
 - Local funding
- ✓ Community Resistance
 - NIMBY
- ✓ Local Planning Process
 - Zoning/Density
 - CEQA
 - Project approvals/permitting

Barriers to Affordable Housing

✓ State Policies

- GHG reduction goals – infill projects
- Energy efficiency standards
- Building codes

✓ Market Conditions

- Down market/booming market
- Lack of developer interest
- High interest rates
- Difficulty getting financing – Builder and buyer

Goals of the Legislature in 2017

More than 130 housing-related bills introduced to:

- ✓ Strengthen housing element requirement to identify “adequate sites” for RHNA.
- ✓ Connect requirement to identify “adequate sites” to approval of housing development on those sites.
- ✓ Monitor housing element implementation.
- ✓ Maximize Housing Accountability Act effectiveness.
- ✓ Authorize inclusionary rental housing ordinance.
- ✓ Provide state funding for planning and housing production.

The Housing Package

- ✓ 15 bills comprised the “Housing Package” signed by the Governor.
- ✓ Three broad categories of bills:
 - Local Accountability
 - Streamlining
 - Funding

2017 Housing Bills

Local Accountability Bills

- ✓ Housing Accountability Act (SB 167/AB 678/AB 1515)
- ✓ Housing Element
 - New Content (AB 879)
 - Site Inventory Changes (AB 1397)
 - New Authority for HCD (AB 72)
- ✓ Annual Reports (AB 879/SB 35/SB 540)
- ✓ No Net Loss (SB 166)

Housing Accountability Act

- ✓ Restricts cities' ability to deny, reduce the density of, or make infeasible housing developments, and requires cities to justify these actions.
- ✓ Applies to all housing development projects (affordable *and* market-rate) and emergency shelters:
 - Residences only;
 - Transitional and Supportive housing; and
 - Mixed use projects with **at least 2/3 of the square footage designated for residential use.**

Housing Accountability Act

- ✓ If a housing development complies with “objective” general plan, zoning, and subdivision standards, city can only reduce density or deny if it would cause a “specific adverse impact” to public health & safety that can’t be mitigated.
- ✓ “Lower density” includes imposing conditions “that have the same effect or impact on the ability of the project to provide housing.”

Housing Accountability Act

- ✓ Additional protections for affordable projects:
 - Emergency shelters;
 - 20% low income (up to 80% of median); or
 - 100% moderate (up to 120% of median) or middle income (up to 150% of median).

- ✓ Must make specific findings to deny, reduce density, or add condition making project infeasible—even if the project does not comply with all “objective” standards.

Housing Accountability Act

Change in Processing Housing Applications:

- ✓ If a project does not comply with objective standards, city must provide list of any inconsistencies within 30-60 days of application being deemed complete.
 - If city fails to provide this list, the project is “deemed consistent.”

Housing Accountability Act

Changes to Judicial Review:

- ✓ Provides that a project is “deemed consistent” with objective standards if substantial evidence would allow a reasonable person to conclude the project is consistent.
- ✓ Requires the city’s findings to be supported by a “preponderance of evidence.” If the city’s findings not supported by preponderance of the evidence, court must issue order compelling compliance within 60 days. If city denied project in bad faith, court may order approval.
- ✓ Imposes mandatory fines (\$10,000/unit) on cities that fail to comply with a judge’s order within 60 days.
- ✓ Mandates enhanced fines (x5) if a city acts in bad faith.

Housing Element

Overview:

- ✓ Planning and Zoning law requires each city to include in its general plan a housing element for the preservation, improvement, and development of housing.
- ✓ HCD reviews all housing elements and determines whether each housing element and amendment substantially complies with state housing element law.
- ✓ Cities are in the middle of their housing element cycles, with most housing elements being revised between 2021 and 2023.

Housing Element

New Content:

- ✓ Governmental constraints analysis must include local ordinances that “directly impact the cost and supply of residential development.
- ✓ Nongovernmental constraints analysis must include requests to develop housing at densities below those anticipated in site inventory; length of time between receiving approval and submittal of building permit application.
- ✓ Program to address nongovernmental constraints.

Housing Element

New Site Inventory Requirements:

- ✓ Sufficient water, sewer, and dry utilities or be part of a mandatory program to provide such utilities.
- ✓ “Available” for residential development with “realistic and demonstrated” potential for redevelopment.
- ✓ Lower income sites must be between ½ acre and 10 acres in size.
- ✓ Continuing identification of nonvacant sites and certain vacant sites that have not been approved limited.
- ✓ Restrictions on using nonvacant sites.

Housing Element

New Authority for the Department of Housing and Community Development (HCD):

- ✓ Authorizes HCD to review any action or inaction by a city or county that it determines is inconsistent with an adopted housing element.
- ✓ Requires HCD to issue written findings regarding failure to comply. City response within 30 days.
- ✓ HCD's determination of failure to comply allows HCD to revoke original housing element compliance finding.
- ✓ HCD may notify AG that city is in violation of the Housing Element Law, HAA, no net loss, density bonus law, or anti-discrimination provisions.

No Net Loss

- ✓ Regional Housing Need Allocation (RHNA).
 - Typically: 40% low and very low; 20% moderate; 40% above moderate.

Model City

Lower Income (Very Low and Low)	Moderate Income	Above Moderate Income	TOTAL RHNA
400 units	200 units	400 units	1,000 units

No Net Loss

- ✓ Must designate specific sites that can “accommodate” the RHNA at each income level during the planning period (65583.2).
- ✓ Sites “accommodating” lower income housing usually must be at “default densities” of 10 – 30 units per acre.

APN	Zone	DU/A	Acres	Units	Use	Income Category
041-0042-002	R-3	20-30 du/ac	2.0	40	Vacant	Lower
037-0400-027	R-2	10-20 du/ac	0.75	7	Duplex	Moderate
038-0100-040	R-1	5-10 du/ac	4.5	22	Vacant	Above Moderate
039-1100-039	CMU	20 du/ac	1.5	25	Parking	Moderate

No Net Loss

- ✓ Only applies to general law cities.
- ✓ The no net loss provision applies if:
 - A city downzones a site shown in the housing element to permit fewer units than shown in the site inventory;
 - A city approves a project on a site shown in the housing element with fewer units than shown in the site inventory; or
 - A development is approved on a site with fewer units at the income level shown in the site inventory.
- ✓ If any of the above occur, the city must find that the reduction is consistent with the city's general plan and:
 - Find that other sites in the housing element are adequate to meet the RHNA at each income level; or
 - Identify and “make available” within 180 days other sites, so there is “no net loss” in capacity at each income level.

No Net Loss

- ✓ Ways to “identify and make available”:
 - City approved more units on some site than shown in inventory or has other units at that income category; or
 - Other sites NOT in Element can make up difference; or
 - Rezoning another site to maintain the inventory.
- ✓ City cannot deny projects because they result in need for the city to identify or rezone additional sites.
- ✓ No housing element amendment seems to be required.
- ✓ Confusing CEQA language.

Annual Reports

By April 1 of each year, general law **and charter** cities must send an annual report to their respective city councils, the Office of Planning and Research (OPR), and HCD regarding implementation of their general plans.

- ✓ Includes discussion of progress towards implementing housing element programs to meet RHNA.
- ✓ Failure to submit an annual report in substantial compliance with the new requirements by May 31 of each year may subject the city to a court order requiring completion. If the city fails to comply with the order within 60 days, court may order sanctions.

Annual Reports

Table A

**Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects**

Housing Development Information						Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions			
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A			0	0			0				
(10) Total by income Table A/A3 ▶ ▶											
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

Annual Reports

New Content Required:

- ✓ Prior year **Applications**
 - Housing development applications received.
 - Units in all applications: approved & disapproved.
- ✓ **Sites** rezoned to accommodate RHNA.
- ✓ **Sites** identified or rezoned for No Net Loss.
- ✓ **Production Report**
Net new units entitled, permitted, or occupied.
 - For sale or rental.
 - RHNA income category.
 - Assessor Parcel Number.
- ✓ **SB 35 Report**
 - Applications & sites.
 - Units by type & RHNA.

Annual Reports

Additional Changes:

- ✓ HCD to publish new reporting forms.
- ✓ HCD will publish reports online.
- ✓ Failure to submit two or more consecutive annual reports triggers SB 35 streamlining.

2017 Housing Bills

Bonus Bill

- ✓ The “Palmer Fix” (AB 1505)

Inclusionary Zoning

- ✓ Can adopt ordinance that requires rental housing development to include a certain percentage of units affordable to very low, low, or moderate income households.
- ✓ Must provide alternative means of compliance (e.g. in-lieu fees, land dedication, off-site development of units, etc.)

Inclusionary Zoning

- ✓ HCD may review ordinance adopted after 9/15/2017 if:
 - Requires more than 15% be occupied by low or very low income households; and
 - City failed to either (1) meet at least 75% of its share of above moderate income RHNA; or (2) submit annual report.
- ✓ HCD may request economic feasibility study with evidence that ordinance does not constrain production.

Possible Next Steps

- ✓ Review housing element inventory to become familiar with distribution of RHNA by income category.
- ✓ Review housing development approvals since the beginning of the housing element period to determine status of “unmet” need by income category on remaining parcels.
- ✓ Review inclusionary requirements to maximize actual production of affordable housing.
- ✓ Develop new information required for Annual General Plan Report (possibly due on April 1, 2018).

Questions?



2017 Housing Bills

Streamlining Bills:

City-Initiated (SB 540, AB 73)
vs. Developer-Initiated (SB 35)

City-Initiated Streamlining

SB 540: Workforce Housing Opportunity Zone

- ✓ Streamlines the housing approval process by having cities identify Workforce Housing Opportunity Zones (WHOZ) in areas close to jobs and transit, and perform the planning and CEQA review up front.
- ✓ No project-specific CEQA review if developments meet the standards of the WHOZ.
- ✓ HCD may provide grants or no-interest loans to cities to develop the specific plan and EIR required for the adoption of the WHOZ.
- ✓ League sponsored bill.

City-Initiated Streamlining

SB 540: Creating a WHOZ:

- ✓ Develop a Specific Plan/EIR. Should include:
 - 100-1,500 housing units (but not more than 50% of your city's RHNA);
 - ID the distribution of major components of public and private infrastructure and essential facilities (including schools);
 - Uniformly adopted mitigation measures for traffic, water quality, natural resource protection, etc.;
 - Uniformly adopted development policies such as density ranges, parking ordinances, grading ordinances, habitat protection, reduction of GHG emissions;
 - Design review standards; and
 - Source of funding for infrastructure and services.
- ✓ WHOZ & Streamlining good for 5 years

City-Initiated Streamlining

SB 540: Developments within the WHOZ must be approved and no CEQA review is required if:

- ✓ Consistent with adopted SCS/APS;
- ✓ Incorporated Plan's mitigation measures;
- ✓ Incorporated Plan's uniform standards;
- ✓ Affordability requirements (within Zone):
 - 30% affordable to moderate or middle income
 - 15% affordable to lower income
 - 5% affordable to very low income
- ✓ Not more than 50% for above moderate; above moderate must include 10% affordable to lower income unless local ordinance requires higher percentage; and
- ✓ Either “public work” or payment of prevailing wages.

City-Initiated Streamlining

AB 73: Housing Sustainability Districts

- ✓ Allows a city or county to create a housing sustainability district to complete upfront zoning and environmental review.
- ✓ Requires HCD oversight.
- ✓ Remains in effect for 10 years.
- ✓ Zoning Incentive Payment available if HCD determines that approval of housing is consistent with ordinance (currently unfunded).

Developer-Initiated Streamlining

SB 35

- ✓ Seeks to streamline multifamily housing project approvals by eliminating public input, prohibiting CEQA, and removing local discretion.
- ✓ Allows the developer to opt-in to streamlining.

Does it apply to my city?

- ✓ Applies if city didn't submit annual report for 2 years.
- ✓ Applies to cities where the number of building permits issued is less than city's share of RHNA by income category for that *reporting period* (first ½ or last ½ of RHNA assessment cycle).
- ✓ City remains eligible until HCD's determination for next reporting period.

Developer-Initiated Streamlining

SB 35: Does it apply to the site on which a project has been proposed?

Site Exclusions:

- ✓ Sites in Coastal zone;
- ✓ Prime farmland or farmland of statewide importance;
- ✓ Wetlands;
- ✓ Delineated earthquake zone;
- ✓ FEMA floodplain unless flood plain development permit;
- ✓ FEMA floodway unless no rise certification;
- ✓ Habitat for protected species;
- ✓ Zoned for non-residential use (unless GP allows residential)

Developer-Initiated Streamlining

Site Exclusions Continued:

- ✓ Site on which housing occupied by tenants demolished in last ten years;
- ✓ Site with existing rental housing occupied by tenants in last ten years required to be demolished;
- ✓ Site with historical structure required to be demolished for project; and
- ✓ Site is subject to Mobilehome Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobilehome Parks Act or the Special Occupancy Act.

Developer-Initiated Streamlining

SB 35: Does the project qualify for streamlining?

- ✓ Multifamily housing development on site in which 75% adjoins parcels that are developed with urban uses.
- ✓ Inclusionary requirement:
 - 10% below 80% of AMI if annual report reflects fewer units of above-moderate **approved** than required;
 - 50% below 80% of AMI if annual report reflects fewer units of lower income **issued building permits** than required; or
 - If both, then developer chooses.

Developer-Initiated Streamlining

SB 35: Does the project qualify for streamlining? (Continued)

- ✓ Consistent with “objective zoning standards and objective design review standards.”
- ✓ “Objective” means: Uniformly verifiable by reference to an external and uniform benchmark or criterion. No personal or subjective judgment.
- ✓ Consistent with housing density if density is compliant with maximum density.
- ✓ Development is a “public work” or construction workers will be paid at least the general prevailing wage rate. Requirement for “skilled and trained workforce.”

Developer-Initiated Streamlining

Project exclusion:

- ✓ Project involves subdivision of land unless (1) received tax credit financing; or (2) paid prevailing wages and skilled and trained workforce will be used.

Developer-Initiated Streamlining

SB 35 applies to the project, now what?

- ✓ Review limited to compliance with objective standards published before submission of development application and broadly applicable.
 - If in conflict with “objective planning standards,” city must provide written documentation within 60 days (if <150 units) or 90 days (if >150 units) of an **application’s submittal**, or the project is deemed to satisfy the standards.
- ✓ City must complete “design review or public oversight” within 90 days (if <150 units) or 180 days (if >150 units) of **an application’s submittal**.
 - No public hearing required.
- ✓ No CEQA review.
- ✓ Limited parking requirements.

Possible Next Steps

- ✓ Decide whether your city wants to initiate streamlining under SB 540, AB 73, or by creating your own specific plan/overlay zone.
- ✓ Prepare lists of “objective planning standards” to be applied to projects under SB 35 and the HAA. If you already have a list, determine whether new standards should be added.
- ✓ Develop SB 35 eligibility checklist and process for reviewing applications where SB 35 is invoked.
- ✓ For projects utilizing SB 35, SB 540 or AB 73, verify compliance with requirements for payment of prevailing wage or utilizing a “skilled and trained workforce.”

Questions?



2017 Housing Bills

Funding Bills

- ✓ The Building Homes and Jobs Act (SB 2)
- ✓ Veterans and Affordable Housing Bond Act (SB 3)

Building Homes and Jobs Act

- ✓ Permanent source of funding.
- ✓ Imposes a \$75 recording fee on specified real estate documents (up to \$225 per transaction per parcel).
- ✓ Projected to generate hundreds of millions of dollars per year for the Building Homes and Jobs Trust Fund for:
 - ✓ Affordable housing;
 - ✓ Supportive housing;
 - ✓ Emergency shelters; and
 - ✓ Transitional housing.
- ✓ 2018 funds– 50% set aside for local plans
- ✓ All other years – 70% =available to locals

Building Homes and Jobs Act

Potential uses for 2018 funds:

- ✓ Preparing general plans, community plans, specific plans, sustainable communities strategies, and local coastal programs;
- ✓ CEQA analysis to eliminate need for project-specific review;
- ✓ Local process updates to improve and expedite local planning;
- ✓ Creation of inclusionary housing ordinances;
- ✓ Preparation of fee studies; etc.

Building Homes and Jobs Act

How to qualify for 2018 funds:

- ✓ Submit a request for use to HCD, including a description of the proposed use of funds.
- ✓ Include the proposed use of these funds in your funding plan and annual reports.

Building Homes and Jobs Act

Potential uses for 2019 funds:

- ✓ Development, acquisition, and preservation of affordable multifamily, residential live-work, and rental housing;
- ✓ Matching funds for housing trust funds;
- ✓ Matching funds for the Low and Moderate Income Housing Asset Fund;
- ✓ Homeless services: rapid rehousing, rental assistance, navigation centers, emergency shelters, transitional housing;
- ✓ Accessibility modifications;
- ✓ Efforts to acquire and rehabilitate foreclosed/vacant homes;
- ✓ Homeownership opportunities (e.g. down payment assistance); etc.

Building Homes and Jobs Act

Local Government Allocations for 2019:

- ✓ 90% allocated based on the same formula as used for Community Development Block Grants (CDBG), except that funds allocated to non-entitlement areas under the CDBG formula will be distributed by HCD through a competitive grant program.
- ✓ 10% allocated equitably among non-entitlement areas.

Building Homes and Jobs Act

How to qualify for 2019 funds:

- ✓ Submit a plan to HCD, describing how you will use the funds in accordance with the authorized uses;
- ✓ Have a compliant housing element and submit a current annual report;
- ✓ Provide ongoing tracking of any allocated funds in your future annual reports;
- ✓ Prioritize investments that increase housing stock affordable to households that are at or below 60% of area median income.

Veterans and Affordable Housing Bond Act of 2018

- ✓ Authorizes a \$4 billion general obligation bond to fund affordable housing programs and infill infrastructure projects, including:
 - Multifamily housing;
 - CalHome;
 - Joe Serna Farmworker Housing;
 - Local Housing Trust Fund Matching Grant;
 - BEGIN; and
 - TODs.

- ✓ November 2018 ballot

Possible Next Steps

- ✓ Begin discussions of potential uses of the 2018 funds generated by the Building Homes and Jobs Act, and begin lining up consultants to perform the planning activities for which funds are requested.
- ✓ Encourage the passage of the housing bond in November 2018.

What's Next: 2018 Focus

Remove Additional Barriers:

- ✓ Funding – Need voter approval for Housing Bond
- ✓ Seek additional funding
 - Federal tax credits
 - ACA 11 (Caballero) California Middle Class Affordable Housing and Homeless Shelter Account – ¼ cent sales tax
- ✓ Empower Local Governments
 - ACA 4 (Aguiar-Curry) Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval – 55% voter threshold
- ✓ Encourage Cities to Implement Streamlining
 - SB 540 and AB 73 – Update Plans

Questions?



Contact Information

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Table of New Housing Laws

Bill No., Author	Category				City Impacts	
	Funding	Account./ Enforcement	Streamlining	Misc.	Mandatory?	Charter Cities?
SB 2 Atkins	X				N	
SB 3 Beall	X				N	
SB 35 Weiner		X	X		Y	Y
SB 166 Skinner		X			Y	N
SB 167 Skinner		X			Y	Y
SB 229 Wieckowski			X		Y	Y
SB 540 Roth			X		N	
AB 72 Santiago, Chiu		X			Y	Y
AB 73 Chiu	X		X		N	
AB 494 Bloom			X	X	Y	Y
AB 571 Garcia	X			X	N	
AB 678 Bocanegra		X			Y	Y
AB 879 Grayson		X			Y	Y
AB 1193 Gloria				X	N	
AB 1397 Low		X			Y	Y
AB 1505 Bloom, Chiu				X	N	
AB 1515 Daly		X			Y	Y
AB 1521 Bloom				X	N	
AB 1568 Bloom		X			N	

LEGEND

AB: Assembly Bill

SB: Senate Bill

Mandatory?

Y = Cities are required to implement new law;

N = New law offers cities new options/tools for cities, but cities are not required to participate.

Charter Cities?

Y = Charter cities/counties must comply with new requirements (as well as general law cities/ counties);

N = Charter cities/counties are exempt from new requirements.

Sunnyvale is a charter city.



City of Sunnyvale

Agenda Item

18-0038

Agenda Date: 2/6/2018

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft

Housing and Human Services Commission

Wednesday, January 17, 2018

7:00 PM

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

Special Meeting

CALL TO ORDER

Chair Grossman called the meeting to order at 7:02 p.m.

SALUTE TO THE FLAG

Chair Grossman led the salute to the flag.

ROLL CALL

Present: 5 - Chair Joshua Grossman
Vice Chair Avaninder Singh
Commissioner Patti Evans
Commissioner Ken Hiremath
Commissioner Minjung Kwok
Absent: 2 - Commissioner Diana Gilbert
Commissioner Elinor Stetson

Commissioner Diana Gilbert (excused)
Commissioner Elinor Stetson (excused)
Council Liaison Michael S. Goldman (absent)

ORAL COMMUNICATIONS

Chair Grossman expressed his concerns about the process for the Chair to add items to the commission's meeting agenda. He asked staff for clarification of the City's policy on this and expressed frustration about the timeliness of staff's response to his request for a meeting with the City Manager to discuss this process.

There were no comments from the public.

CONSENT CALENDAR

Chair Grossman asked if anyone wanted to pull any item on the consent calendar or make a motion to approve it.

MOTION: Commissioner Evans moved and Commissioner Hiremath seconded to pull item 1.B: Approve 2018 Draft Master Work Plan, from the consent calendar for discussion.

The motion carried by the following vote:

Yes: 5 - Chair Grossman
Vice Chair Singh
Commissioner Evans
Commissioner Hiremath
Commissioner Kwok

No: 0

Absent: 2 - Commissioner Gilbert
Commissioner Stetson

1.A [17-1182](#) Approve the Housing and Human Services Commission Meeting Minutes of November 15, 2017

MOTION: Commissioner Evans moved and Vice Chair Singh seconded the motion to Approve the consent calendar comprised only of item 1.A Approve the Housing and Human Services Commission Minutes of November 15, 2017 as submitted.

Item 1.B to be discussed after approval of the consent calendar.

The motion carried by the following vote:

Yes: 5 - Chair Grossman
Vice Chair Singh
Commissioner Evans
Commissioner Hiremath
Commissioner Kwok

No: 0

Absent: 2 - Commissioner Gilbert
Commissioner Stetson

1.B [17-1183](#) Approve 2018 Draft Master Work Plan

Housing Officer Suzanne Ise gave a brief overview of the items that have been scheduled on the Master Work Plan and noted that many of them are related to the Department of Housing and Urban Development (HUD) deadlines for spending

HUD grants to the City. She explained that consent calendar items are not included on the Work Plan, and that more items may be added after the City Council had held its Study Issues Workshop in February, or any time later in the year as needed.

After additional questions of staff, Chair Grossman asked for a motion.

MOTION: Commissioner Hiremath moved and Commissioner Kwok seconded to approve the Draft Master Work Plan as provided in the meeting materials.

The motion carried by the following vote:

Yes: 5 - Chair Grossman
Vice Chair Singh
Commissioner Evans
Commissioner Hiremath
Commissioner Kwok

No: 0

Absent: 2 - Commissioner Gilbert
Commissioner Stetson

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [17-1184](#) Review Draft Request for Proposals for FY 2018 Capital and Housing Projects

Housing Officer Suzanne Isé provided the staff report.

Chair Grossman opened the public hearing at 7:53 p.m.

Chris Anderson, Downtown Streets Team Project Manager, gave an update on the current progress of the WorkFirst Sunnyvale program and thanked the commissioners for their funding recommendation and support during the last funding cycle.

Marie Bernard, Sunnyvale Community Services Executive Director, spoke about the partnership with Downtown Streets Team and noted the effect in attitude toward homeless individuals that the WorkFirst model has had on the community.

Chair Grossman closed the public hearing at 8:11 p.m.

Chair Grossman opened the floor for discussion and/or questions from the commissioners. Following a brief discussion, he asked for a motion.

MOTION: Vice Chair Singh moved and Commissioner Evans seconded the motion to approve the draft RFP with the following changes to the scoring system, for this RFP only: Rather than giving the same weight (20 points) to each of the five categories, he moved to reduce categories one and four to 15 points each; increase categories two and three to 25 points each; and leave category five unchanged at 20 points.

The motion carried by the following vote:

Yes: 5 - Chair Grossman
Vice Chair Singh
Commissioner Evans
Commissioner Hiremath
Commissioner Kwok

No: 0

Absent: 2 - Commissioner Gilbert
Commissioner Stetson

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Evans, the Commission's representative on the El Camino Real Plan Advisory Committee, provided an update on the committee's recent progress in the effort to update the El Camino Real Corridor Specific Plan.

-Staff Comments

None.

ADJOURNMENT

Chair Grossman asked for a motion to adjourn.

MOTION: Commissioner Hiremath moved and Vice Chair Singh seconded to adjourn the meeting at 8:38 p.m.

The motion carried by the following vote:

Yes: 5 - Chair Grossman
Vice Chair Singh
Commissioner Evans
Commissioner Hiremath
Commissioner Kwok

No: 0

Absent: 2 - Commissioner Gilbert
Commissioner Stetson