



City of Sunnyvale

Notice and Agenda City Council

Tuesday, March 6, 2018

6:00 PM

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

Special Meeting: Study Session- 6 PM | Regular Meeting- 7 PM

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

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

2 Roll Call

3 Public Comment

4 Study Session

[18-0165](#)

Board and Commission Interviews

5 Adjourn Special Meeting

7 P.M. COUNCIL MEETING

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

CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL

SPECIAL ORDER OF THE DAY

[18-0168](#)

SPECIAL ORDER OF THE DAY - Women's History Month

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 [18-0027](#) Approve City Council Special Meeting Minutes of February 16, 2018

Recommendation: Approve the City Council Special Meeting Minutes of February 16, 2018 as submitted.

- 1.B [18-0061](#) Approve City Council Meeting Minutes of February 27, 2018

Recommendation: Approve the City Council Meeting Minutes of February 27, 2018 as submitted.

- 1.C [17-1088](#) Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

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

- 1.D [18-0089](#) Award of Bid No. PW18-03 for the Parks Parking Lot Rehabilitation project (PR 16-02), and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

Recommendation: 1) Making a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) for rehabilitation of existing streets; 2) Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$328,613 to Golden Bay Construction, Inc. and authorize the City Manager to execute the contract when all necessary conditions have been met; and 3) Approve a 10% construction contingency in the amount of \$32,861.

1.E [18-0169](#) Award of Bid No. PW18-10 for the Annual Slurry Seal 2018 (ST-18-05) and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

Recommendation: 1) Making a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) for rehabilitation of existing streets; 2) Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$577,870 to Graham Contractors, Inc. and authorize the City Manager to execute the contract when all necessary conditions have been met; and 3) approve a 10% construction contingency in the amount of \$57,787.

1.F [18-0170](#) Award of Bid No. PW18-12 for the Slurry Seal 2017 SB1 (ST-18-07), and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

Recommendation: 1) Making a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) for rehabilitation of existing streets, 2) Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$536,140 to Graham Contractors, Inc. and authorize the City Manager to execute the contract when all necessary conditions have been met, and 3) Approve a 10% construction contingency in the amount of \$53,614.

1.G [18-0094](#) Amend an Existing Contract for Construction Management for the Sunnyvale Cleanwater Program (F18-193)

Recommendation: 1) Authorize the City Manager to execute an amendment to an existing contract, in substantially the same form as Attachment 1 to the report, with The Covello Group, Inc., amending the scope of work to include Phase 2 Sunnyvale Cleanwater Program activities for the Secondary Treatment and Dewatering Project, extending the term of the agreement and increasing the total not-to-exceed contract value from \$8,051,120 to \$8,665,632, and 2) Approve a 10% contract contingency in the amount of \$61,451.

- 1.H [18-0106](#) Approve Budget Modification No. 43 in the Amount of \$1,200,000 to Advance Funding for the Early Replacement of Two Fire Engines, and Find that the Action is Exempt from CEQA

Recommendation: Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3)) and approve Budget Modification No. 43 in the amount of \$1,200,000 to advance funding for the early replacement of two fire engines.

- 1.I [18-0220](#) Approve the First Amendment to Outside Counsel Agreement with Bertrand, Fox & Elliot for Litigation Services in the Matter of Bagley v. Santa Clara County, et al.

Recommendation: Authorize the City Attorney to execute a First Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Bertrand, Fox & Elliot to increase the not-to-exceed amount by \$100,000, for a new not-to-exceed contract amount of \$200,000.

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 [18-0105](#) Authorize the City Manager to Negotiate a Formal Memorandum of Understanding with the Sunnyvale School District and Fremont Union High School District for a Joint Use

Lakewood Branch Library and Learning Center on the
Lakewood Elementary School Site

Recommendation: Alternative 1: Authorize the City Manager to negotiate a formal Memorandum of Understanding with the Sunnyvale School District and the Fremont Union High School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site.

- 3 [18-0234](#) Direct the Office of the City Attorney to Research and Return to City Council with an Ordinance Restricting the Purchase of Semi-Automatic Centerfire Rifles by Persons under 21, with Exemptions for Active-Duty Military and Law Enforcement Personnel

Recommendation: Staff makes no recommendation.

- 4 [18-0101](#) Approve the 2017 Annual Progress Report on Implementation of the General Plan Housing Element

Recommendation: Alternative 1: Approve the 2017 Annual Progress Report (Attachment 1 of the report) on implementation of the Housing Element and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

NON-AGENDA ITEMS & COMMENTS

-Council

-City Manager

INFORMATION ONLY REPORTS/ITEMS

[18-0145](#) Tentative Council Meeting Agenda Calendar

[18-0058](#) Information/Action Items

[18-0140](#) Study Session Summary of January 23, 2018 - Presentation by the California High-Speed Rail Authority on the Status and Next Steps on the High-Speed Rail Project

[18-0146](#)

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

18-0165

Agenda Date: 3/6/2018

Board and Commission Interviews



Sunnyvale

Memorandum

Date: 3/1/2018
To: Honorable Mayor and Councilmembers
From: Lisa Natusch, Deputy City Clerk
Subject: Board and Commission Applicant Interviews: Tuesday, March 6, 2018

There are currently two commission vacancies:

Arts Commission (1 term to 6/30/19)
Sustainability Commission (1 term to 6/30/18)

One application was received for the Arts Commission:

Julie Rogers

Four applications were received for the Sustainability Commission:

Laura Alvarez-Santos (Category One)
Marie Curtis (Category One)
Douglas Kunz (Category One)
Joseph Rogers (Category One)

The application deadline was February 28. The deadline serves as a cutoff point to allow time to verify voter registration and schedule interviews. Interviews are scheduled on Tuesday, March 6 at 6 p.m. in the West Conference Room. Please note, applicant Laura Alvarez-Santos was interviewed within the past year (May 2017), therefore she was not scheduled for an interview at this time.

Appointments are scheduled for the City Council meeting on March 27.

Attachments

1. Interview Schedule and Applications
2. Current Board and Commission Roster

**City Council Special Meeting: Board and Commission Interviews
Agenda and Interview Schedule
Tuesday, March 6, 2018, 6 p.m.
West Conference Room**

Call to Order

Roll Call

Public Comments

Interview Schedule

<u>Time</u>	<u>Name</u>	<u>Board/Commission</u>
6 p.m.	Marie Curtis	Sustainability Commission – Category One
6:15 p.m.	Douglas Kunz	Sustainability Commission – Category One
6:30 p.m.	Julie Rogers	Arts Commission
6:45 p.m.	Joseph Rogers	Sustainability Commission – Category One

Council Discussion

Adjournment



CITY OF SUNNYVALE
BOARDS AND COMMISSIONS APPLICATION

The City supports its demographic diversity and encourages applicants from all groups to apply.

Office Use Only

Date Received: 2/28/18

Voter registration
Checked: 3/1/18

Please print or type answers to all questions. Write N/A if not applicable.

General eligibility requirements: A resident and registered voter in Sunnyvale. Other requirements may apply to specific boards and commissions. Please check with the Office of the City Clerk at (408) 730-7483, TDD (408) 730-7501 or visit our Web site at: boardsandcommissions.inSunnyvale.com

If you would like to apply for more than one vacancy, place a number next to the board or commission, in order of your preference, for which you would like to apply. Only applications for current openings will be considered at this time. Applications for future openings will be kept on file for one year. Qualified applicants will be notified for an interview with City Council. Appointments will be made at a regular meeting of City Council.

- ☐ Arts Commission
- ☐ Bicycle and Pedestrian Advisory Commission
- ☐ Board of Building Code Appeals
- ☐ Board of Library Trustees
- ☐ Heritage Preservation Commission
- ☐ Housing and Human Services Commission
- ☐ Parks and Recreation Commission
- ☐ Personnel Board
- ☐ Planning Commission
- ☒ 1 Sustainability Commission

If you are applying for the **Bicycle and Pedestrian Advisory Commission**, please identify the category for which you are applying. You may apply for both if qualified.

- ☐ Category One: Applicants must be bicyclists or pedestrians residing and registered to vote in Sunnyvale.
- ☐ Category Two: Applicants must have an interest in bicycle and/or pedestrian issues in the City and belong to one of the groups listed below. Sunnyvale residency is not required, but applicant must be a registered voter or legal resident. Please check as many that apply:
 - ☐ PTA/parent group member
 - ☐ Santa Clara Unified School District/Sunnyvale School District Administration
 - ☐ Neighborhood association member
 - ☐ Sunnyvale teacher or principal
 - ☐ Person interested in Sunnyvale park and recreational activities

If you are applying for the **Sustainability Commission**, please identify the category for which you are applying.

- ☒ Category One: Applicants shall be Sunnyvale registered voters.
- ☐ Category Two: Applicants shall include members of the Sunnyvale business community. Such members need not be Sunnyvale residents.

IMPORTANT NOTICES

Please note that all information provided on the form becomes a public record after it is officially filed.

Applicants appointed to the Planning Commission, Board of Building Code Appeals, Heritage Preservation Commission and Housing and Human Services Commission are required to file the Fair Political Practices Commission (FPPC) Statements of Economic Interest (Form 700), which are also a public record. A copy of this form is available in the Office of the City Clerk or by visiting www.fppc.ca.gov.

1. Applicant Name: Curtis Marie P
Last First M.I.

2. Current Residence Sunnyvale California 94086
Street City State Zip

E-mail Address:

3. Phone Number: (Home) N/A (Work) N/A (Cell)

Applicant Name Marie Curtis

4. How long have you been a resident of Sunnyvale? 18 months

5. Are you a currently-registered voter in Sunnyvale? Yes When was the last time you voted?
Month November Year 2016

6. Are you currently serving or have you served on a City of Sunnyvale board or commission? No

If yes, which one? _____ Term currently serving _____
_____ Term previously served _____

7. What motivated you to apply for this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

I am applying for this position because I believe in being a contributing member of society. After moving to Sunnyvale, I became familiar with some of the municipal sustainability initiatives and I was very impressed. I'd like to be a part of these initiatives in any way that I can. I learned about this opportunity through my work on the Sunnyvale CAC CAP 2.0 and saw this as a chance to do even more.

More importantly, I have a 21-month old daughter. I would like to serve on the Sustainability Commission because I want to be a good example for her by being an active community member and by helping to make her home in Sunnyvale a better place for children to grow up.

8. What skills or attributes can you bring to this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

I have very specific skills that are well-suited to serve in this capacity. I have a passion for this work and have volunteered, been appointed, and worked in the private, public, nonprofit sectors throughout the U.S. I started my career designing energy efficient power systems in Los Angeles as an electrical engineer, advocated for President Obama's energy vision in North Carolina via economic policy, and worked to fight inequity in Charleston, South Carolina through urban energy planning after graduate school. My graduate education has been tailored specifically to address water and energy planning.

9. The primary role of a board or commission member is to provide advice to City Council on policy issues that are within the scope of that board or commission. With this in mind, what steps would you take to effectively exercise this specific board or commission role? If you are applying for more than one, please reference the specific board or commission in your response(s).

My previous policy work in Raleigh, NC and Charleston, SC focused on data analysis coupled with proactive engagement with a diverse set of stakeholders. As such, I adopted a very general procedure:

1. Data analysis (historic, current, future projections): It's important to put the issue in context.
2. Stakeholder engagement: Understand how the community feels about the issue. Determine how it may impact residents in the short term. Listen and build trust.
3. Review municipal goals: Determine how the issue facilitates or hinders long term state and municipal goals.
4. Inventory resources: Determine the economic feasibility of the solutions proposed that would resolve the issue and identify actions to address/mitigate community concerns.

10. Education: List college degrees and majors, and any relevant training or experience that demonstrates your ability to effectively serve on this board or commission. If you are applying for more than one, please reference the specific board or commission in your response(s).

- University of North Carolina at Chapel Hill – M.S. Environmental Engineering, 2014
- University of North Carolina at Chapel Hill – Master in City and Regional Planning, 2014
- University of California at Los Angeles – B.S. Electrical Engineering, 2002
- Engineering in Training (EIT) Certified, 2003
- LEED® Accredited Professional, 2003
- Associate (Engineer III) Syska Hennessy Group, Inc., Los Angeles, CA (09/02-06/06)
- Project Engineer, WM Group West Engineer, P.C., Los Angeles, CA (07/06-12/09)
- Energy Assurance Smart Grid Specialist/Community Development Planner I: North Carolina Department of Commerce (statewide smart grid, renewable energy, energy efficiency, alternative fuel vehicles, economic development, ARRA federal program), Raleigh, NC (12/10-02/12)
- Sustainability Chair, Graduate and Professional Student Federation, UNC, Chapel Hill, NC (05/12-05/13)
- Intern, NREL (regional transportation energy): Triangle Clean Cities, Durham, NC (06/13-05/14)

11. Briefly describe your current or last occupation.

High-Performance Buildings & Quality Assurance Manager

The Sustainability Institute, Charleston, SC (2/15-8/16)

Launch Charleston's Resilient, Innovative, Sustainable, Efficiency Standards or Charleston RISES, a green building certification program for new commercial buildings. Work with real estate developers and building owners to deploy energy efficiency solutions and renewable energy systems. Lead and facilitate critical urban planning projects as part of sustainable redevelopment initiatives. Develop and refine the Institute's systems for evaluation, measurement and verification of services for building performance.

12. Have you attended a City Council, board or commission meeting? If so, please describe what you learned and what improvements you would suggest the City consider.

Aside from the CAC CAP 2.0 meetings and the city-sponsored sustainability events, I have not attended a government meeting as described above. I would like to attend these meetings. However, I often hear about them after the fact on social media platforms like Nextdoor and read about projects in local media outlets and the city website. To improve community engagement, I'd recommend expanding outreach options. San Jose sends out mailers for community meetings. Public meetings could be announced on Nextdoor and other social media platforms. Large signage with the meeting notification could be placed on the development site, and smaller signage with similar information could be placed within a specified radius to inform local residents and businesses of such meetings. Electronic signage at city gathering centers (i.e. library, community center, high-pedestrian-use parks) could prominently display community events and city meeting.

13. Describe your involvement in community activities, volunteer and civic organizations.

- Youth literacy volunteer, LA County Library, Los Angeles, CA (1995-2001)
- Mentor, Children Uniting Nations, Los Angeles, CA (2008-2010)
- Mentor, Blue Ribbon Mentor Advocate, Chapel Hill, NC (2010-2012)
- Builder, Habitat for Humanity, Chapel Hill, NC (2010-2011)
- Engineer Without Borders, Solar Mexico Team, Chapel Hill, NC (2010-2011)
- Region II Student Representative, American Planning Ass., Student Representatives Council, National (05/13-05/14)
- Research Manager, USGBC South Carolina Chapter, South Carolina (08/14-08/15)
- Member, Smart Cities & Sustainability Task Force, American Planning Ass., National, (01/15-01/16)
- Primary member, CAC CAP 2.0, Sunnyvale, CA (09/17-12/18)
- Sunnyvale Community Emergency Response Team (Current)

Applicant Name Marie Curtis

14. The City has a Code of Ethics and Conduct for Elected and Appointed Officials and an attendance policy that appointed members are required to follow. Do you have any concerns in these two areas? If so, please describe. (You may obtain a copy of these policies on the City Web site or from the Office of the City Clerk (408) 730-7595, TDD (408) 730-7501.)

N/A

15. If an unplanned vacancy arises on the board(s) or commission(s) you are interested in, would you be willing to accept a temporary appointment for the remainder of the unexpired term or until a recruitment is held and Council officially fills the vacancy? ☒ Yes ☐ No

Please Note: Pursuant to the Americans with Disabilities Act (ADA), the City of Sunnyvale will make reasonable efforts to accommodate persons with qualified disabilities during the boards and commission interview process. Should you require special accommodations, please contact the Office of the City Clerk at (408) 730-7595 at least five days in advance of your scheduled interview.

I certify under penalty of perjury that all statements I have made on this application are true and correct. I hereby authorize the City of Sunnyvale to investigate the accuracy of this information from any person or organization, and I release the City of Sunnyvale and all persons and organizations from all claims and liabilities arising from such investigation or the supplying of information for such investigation. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Your application is not complete until it is signed and submitted to the Office of the City Clerk. Applicants are also requested, on a voluntary basis, to complete the Supplemental Background Information document at the end of the application.

Signature of Applicant



Date 02/28/2018

Please return to: Office of the City Clerk, 603 All America Way, P.O. Box 3707, Sunnyvale, CA 94088-3707

SUPPLEMENTAL QUESTIONNAIRE

Note: Please respond only to questions that pertain to your selected board(s) or commission(s).

Arts Commission

1. In what ways could the City strengthen art programs in the community?

Bicycle and Pedestrian Advisory Commission

2. Like many cities in Santa Clara County, Sunnyvale is faced with problems stemming from traffic congestion and air pollution. Suggest ways the City can improve facilities for bicyclists and improve bicycling education and safety programs for motorists, cyclists and pedestrians?

Board of Building Code Appeals

3. What do you think can be done to assure that the City of Sunnyvale building development standards are consistently applied?

Board of Library Trustees

4. Community demographics and technology are constantly changing. What do you think are the principal issues the Sunnyvale Public Library may be addressing over the next few years?

Heritage Preservation Commission

5. What historical features or structures in our community do you think are at risk? What course can the City take to preserve them?

6. What factors would influence your recommendation to preserve a particular building or site?

Housing and Human Services Commission

7. Evaluate the quality and adequacy of the housing programs that serve the Sunnyvale community.

8. Evaluate the quality and availability of the human services programs that serve the Sunnyvale community.

Park and Recreation Commission

9. Community demographics are constantly changing. What do you think are the principal issues this Commission may be addressing over the next few years?

Personnel Board

Additional eligibility requirements for Personnel Board - Please check Yes or No for each question:					
	YES	NO		YES	NO
I hold public office or employment	<input type="checkbox"/>	<input type="checkbox"/>	I have a spouse, household member, or designated relative (parent, step-parent, grandparent, child, sister, brother, niece, nephew, uncle, or aunt of the individual or of the individual's spouse), employed by the City of Sunnyvale in a position which has the right to have a disciplinary matter heard before the Personnel Board.	<input type="checkbox"/>	<input type="checkbox"/>
I am a candidate for another public office or position	<input type="checkbox"/>	<input type="checkbox"/>			
I am a former City employee	<input type="checkbox"/>	<input type="checkbox"/>			

10. Please describe your experience and responsibilities in the administration of employee discipline.

11. Please describe your experience and responsibilities in the administration of employee grievances.

Planning Commission:

12. Sunnyvale has limited vacant land for new development. This could increase pressure for redevelopment of existing developed areas. How can planning respond to this situation?

13. Planning Commissioners are often asked to consider social, economic and environmental issues when reviewing proposals. How does one achieve a balanced community?

Sustainability Commission:

14. Sustainability is a new and emerging issue in many communities. What do you think are the primary sustainability policy issues this commission will be addressing over the next few years?

Without a doubt, I believe the primary sustainability issue will be transportation as it pertains to air quality (i.e. public health) and quality of life (i.e. traffic).

15. Sustainability Commissioners will need to consider social, economic and environmental issues when addressing sustainability policy issues. How does one achieve a balanced community?

This response does not reveal the ultimate secret to achieve a balanced community, but rather recommends a loose set of principles that may be applied to reach that goal in an efficient and efficacious way.

This is a very interesting question because policy decisions typically must be supported by data analysis and some form of consensus. In an era of data deluge, this analysis does not occur in timely manner. Once the analysis is complete, the critical logistics of engagement and discussion in a public forum can be very time consuming. By the time a plan of action is ready for implementation, it may be already be outdated. The challenge of allocating limited resources in an area whose growth outpaces the policy process might be addressed by adopting plans that are flexible and can be modified quickly as required, streamlining the process by using an ever-evolving set of tech tools, and adopting more resources to collect and analyze the data.

4. How long have you been a resident of Sunnyvale? 10 years

5. Are you a currently-registered voter in Sunnyvale? Yes When was the last time you voted?
Month November Year 2016

6. Are you currently serving or have you served on a City of Sunnyvale board or commission? Yes

If yes, which one? CAP 2.0 Advisory Committee Term currently serving _____
Term previously served _____

7. What motivated you to apply for this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

I believe that city policy and programs have a crucial role to play in guiding Sunnyvale towards a more environmentally-sustainable future. Many of the technologies needed are already available and practical to use (see question 10), so I think we largely face problems of education, implementation and deployment. My career in the technology industry has involved grappling with and solving just such problems, so I think I have a meaningful contribution to make in helping Sunnyvale move forward.

The Sustainability Commission will play a key "follow-through" role in guiding the implementation of the ideas in the city's Climate Action Plan (CAP) 1.0 and 2.0, and continuing to identify and take advantage of new opportunities to reduce our carbon footprint as they arise in the future. I hope to continue helping the city to effectively act on the CAPs beyond my tenure on the CAP 2.0 Advisory Committee, and serving on the Sustainability Commission would be a good way to participate. I realize that this appointment only extends through June 2018, but my hope is that Council likes my contributions over this short period and would be willing to reappoint me to a full term at that time.

8. What skills or attributes can you bring to this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

I am a good listener, and I try to champion the best ideas, whether or not they are my ideas. I have a longstanding passion for environmental sustainability (since at least elementary school), which I have put into practice both through the lifestyle I lead with my family, and the civic service and advocacy I am already performing and hoping to continue expanding. I have a technical education and I'm quite comfortable with scientific/engineering/quantitative information, but I try to avoid "jargon" and have solid communications skills. Finally, I have practical experience understanding and synthesizing information from many different disciplines - public policy, land use, transportation, finance, energy and utilities, the mundane practicalities of home ownership - and crafting it into coherent and implementable plans.

9. The primary role of a board or commission member is to provide advice to City Council on policy issues that are within the scope of that board or commission. With this in mind, what steps would you take to effectively exercise this specific board or commission role? If you are applying for more than one, please reference the specific board or commission in your response(s).

First, the basics - attend meetings, show up on time and prepared by carefully reading the agenda packet prepared by staff. Next, think critically about the issues I'm being asked to consider, identify the key questions that need to be answered in order to reach a solid decision, and ensure that those questions are answered to my satisfaction before reaching a decision. Maintain good working relationships with other commission members and city staff, so that we can collaborate effectively. Finally, try to continually think about the larger mission of the Sustainability Commission and try to identify what refinements or new measures we might pursue in order to effectively pursue that mission.

10. Education: List college degrees and majors, and any relevant training or experience that demonstrates your ability to effectively serve on this board or commission. If you are applying for more than one, please reference the specific board or commission in your response(s).

BS Electrical Engineering, Stanford University, 1996

MS Industrial Engineering & Engineering Management, Stanford University, 1998

MS Medical Informatics, Northwestern University, 2013

Relevant experience: I have applied my technical education and skills to the task of understanding and then reducing my household's greenhouse gas emissions. As such, I have practical experience with planning and implementing many changes that our citizens and businesses will need to make in the next few years. So far, my family has decarbonized our transportation (by installing charging infrastructure for and obtaining 2 plug-in hybrid electric vehicles), along with our water heating, cooking and clothes drying. To make these changes, I needed to assess the available technologies, find solutions that would work for our family, and contract for the electrical work and appliances needed. I am a big believer in leading by example; where possible I try to make a change first myself before I feel comfortable asking other people to do the same thing.

11. Briefly describe your current or last occupation.

I work as a Product Manager for a company focused on building software for healthcare applications. Most of my time is spent considering the experience that our customers and users will have in using our products, and ensuring that they will find our products both valuable and pleasing to use. Meanwhile, I must articulate to our technical staff how they can build products that achieve those aims while remaining within the constraints of the time and engineering talent available for executing each project.

My professional skills are directly applicable to the work of the Sustainability Commission: much of the Commission's job involves understanding different people's points of view, and crafting city policy and programs that will encourage adoption of ecologically sustainable technologies and practices while accommodating the economic, lifestyle and other constraints that our citizens and businesses face. I am comfortable with technical information and discussions, but understand that our policies have to work "in the field" for our constituents in order for them to have a real and lasting impact.

12. Have you attended a City Council, board or commission meeting? If so, please describe what you learned and what improvements you would suggest the City consider.

I have attended many commission meetings, primarily as part of my service on the Climate Action Plan 2.0 Advisory Committee. Things I have learned:

- I am consistently impressed by the dedication and knowledge of the volunteers who give their time and effort to serve the city on our boards and commissions. It's important to have my say, but it's more important to listen to what other committee members have to say and let their input inform and improve my thinking.

- It is crucial to partner with our city staff. As committee members we contribute energy and creativity, but the staff are essential in guiding initial ideas into polished proposals that comply with relevant regulations, have been vetted with stakeholders in all affected areas of city government, etc.

One area for potential improvement: to identify communications mechanisms/practices that comply with the Brown Act yet allow commission members to collaborate on ideas beyond the very short available time in meetings. Obviously this would require careful coordination with the City Attorney but I would love to see what is possible while providing appropriate transparency to the public.

13. Describe your involvement in community activities, volunteer and civic organizations.

As noted above, I am currently serving as an alternate member on the city's Climate Action Plan 2.0 Advisory Committee.

In Dec. 2017 I was appointed by Council Member Griffith to represent Sunnyvale on the Customer Program Advisory Group for Silicon Valley Clean Energy (SVCE), guiding SVCE's efforts to return value to customers through programs for demand management, efficiency, and fuel switching to clean electricity to replace fossil fuels used in transportation, buildings and infrastructure.

I serve as the Treasurer for the Cumberland Elementary School PTA, where I am responsible for preparing a \$300k+ budget that aligns with our organization's priorities and judiciously uses our funds. I also serve as the PTA's Safe Routes to School Committee Chair and am the Assistant Cubmaster for Cub Scout Pack 409. Finally, I am a general (non-leadership) member of Sunnyvale Cool, SPUR (San Francisco Bay Area Planning and Urban Research Association), the Washington Park Neighborhood Association and the Sunnyvale Safe Routes to School Collaborative.

Applicant Name Douglas Kunz

14. The City has a Code of Ethics and Conduct for Elected and Appointed Officials and an attendance policy that appointed members are required to follow. Do you have any concerns in these two areas? If so, please describe. (You may obtain a copy of these policies on the City Web site or from the Office of the City Clerk (408) 730-7595, TDD (408) 730-7501.)

No concerns.


15. If an unplanned vacancy arises on the board(s) or commission(s) you are interested in, would you be willing to accept a temporary appointment for the remainder of the unexpired term or until a recruitment is held and Council officially fills the vacancy? ☒ Yes ☐ No

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I certify under penalty of perjury that all statements I have made on this application are true and correct. I hereby authorize the City of Sunnyvale to investigate the accuracy of this information from any person or organization, and I release the City of Sunnyvale and all persons and organizations from all claims and liabilities arising from such investigation or the supplying of information for such investigation. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

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Signature of Applicant



Date 2/28/2018

Please return to: Office of the City Clerk, 603 All America Way, P.O. Box 3707, Sunnyvale, CA 94088-3707

Planning Commission:

12. Sunnyvale has limited vacant land for new development. This could increase pressure for redevelopment of existing developed areas. How can planning respond to this situation?

13. Planning Commissioners are often asked to consider social, economic and environmental issues when reviewing proposals. How does one achieve a balanced community?

Sustainability Commission:

14. Sustainability is a new and emerging issue in many communities. What do you think are the primary sustainability policy issues this commission will be addressing over the next few years?

- Reducing the city's climate impact
- Increasing our resilience to drought
- Ensuring that measures we pursue are economically and politically sustainable; it doesn't do us any good to pursue policies that spur a backlash and are rolled back

15. Sustainability Commissioners will need to consider social, economic and environmental issues when addressing sustainability policy issues. How does one achieve a balanced community?

Much of what we need to do involves identifying and devising mechanisms to overcome economic barriers to deploying cleaner technologies. For example, LED light bulbs or Electric Heat Pump Water Heaters often have a higher up-front cost but lower operating and total lifecycle costs. Some of that can be overcome by offering loans or incentives, but the city's ability to offer those incentives only goes as far as our ability to pay for them. One goal I'd like to pursue is finding new income sources for the city that stem from reducing our climate impact. I know that many dairy farms finance installing methane digesters by selling emissions offsets through the state's "cap and trade" program; I would like to see if we can track the effects of our city's efforts and bring in similar income so that environmental sustainability efforts are better able to fund themselves rather than competing with other city priorities for funding.



CITY OF SUNNYVALE BOARDS AND COMMISSIONS APPLICATION

The City supports its demographic diversity and encourages applicants from all groups to apply.

Office Use Only	
Date Received:	2/28/18
Voter registration Checked:	3/1/18

Please print or type answers to all questions. Write N/A if not applicable.

General eligibility requirements: A resident and registered voter in Sunnyvale. Other requirements may apply to specific boards and commissions. Please check with the Office of the City Clerk at (408) 730-7483, TDD (408) 730-7501 or visit our Web site at: boardsandcommissions.inSunnyvale.com

If you would like to apply for more than one vacancy, place a number next to the board or commission, in order of your preference, for which you would like to apply. Only applications for current openings will be considered at this time. Applications for future openings will be kept on file for one year. Qualified applicants will be notified for an interview with City Council. Appointments will be made at a regular meeting of City Council.

- ☒ Arts Commission
- ☐ Bicycle and Pedestrian Advisory Commission
- ☐ Board of Building Code Appeals
- ☐ Board of Library Trustees
- ☐ Heritage Preservation Commission
- ☐ Housing and Human Services Commission
- ☐ Parks and Recreation Commission
- ☐ Personnel Board
- ☐ Planning Commission
- ☐ Sustainability Commission

If you are applying for the **Bicycle and Pedestrian Advisory Commission**, please identify the category for which you are applying. You may apply for both if qualified.

- ☐ Category One: Applicants must be bicyclists or pedestrians residing and registered to vote in Sunnyvale.
- ☐ Category Two: Applicants must have an interest in bicycle and/or pedestrian issues in the City and belong to one of the groups listed below. Sunnyvale residency is not required, but applicant must be a registered voter or legal resident. Please check as many that apply:
 - ☐ PTA/parent group member
 - ☐ Santa Clara Unified School District/Sunnyvale School District Administration
 - ☐ Neighborhood association member
 - ☐ Sunnyvale teacher or principal
 - ☐ Person interested in Sunnyvale park and recreational activities

If you are applying for the **Sustainability Commission**, please identify the category for which you are applying.

- ☐ Category One: Applicants shall be Sunnyvale registered voters.
- ☐ Category Two: Applicants shall include members of the Sunnyvale business community. Such members need not be Sunnyvale residents.

IMPORTANT NOTICES

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Applicants appointed to the Planning Commission, Board of Building Code Appeals, Heritage Preservation Commission and Housing and Human Services Commission are required to file the Fair Political Practices Commission (FPPC) Statements of Economic Interest (Form 700), which are also a public record. A copy of this form is available in the Office of the City Clerk or by visiting www.fppc.ca.gov.

1. Applicant Name: Rogers Julie E
Last First M.I.
2. Current Residence Sunnyvale CA 94086
Street City State Zip
- E-mail Address:
3. Phone Number: (Home) (Work) (Cell)

Applicant Name Julie Rogers

4. How long have you been a resident of Sunnyvale? Since 1995

5. Are you a currently-registered voter in Sunnyvale? Select

When was the last time you voted?

Month November Year 2017

6. Are you currently serving or have you served on a City of Sunnyvale board or commission? Self

If yes, which one?

Term currently serving

Term previously served

7. What motivated you to apply for this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

There are two things that motivated me to apply for a seat on the art commission: (1) wanting to become more involved in my community; and (2) my love of art.

My children are at an age where I am afforded time to pursue outside activities in my community in a manner I was not previously able. Sunnyvale is rapidly changing with high tech and development, but the basic community for which Sunnyvale has always been known need not get lost in the modernization. Participation by residents in local government is one way to assure that growth and stability compliment each other.

My love of art includes museums, film festivals, public art, art in nature, open studios and high-tech art. I believe there is room and place for creativity in our schools, parks, neighborhoods and businesses.

8. What skills or attributes can you bring to this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

I am an energetic and creative thinker and problem solver. I have a positive outlook on what can be accomplished and many different perspectives (parent, resident, professional, legal) from which I can draw to be an effective contributor. I am open minded and proactive in accomplishign tasks. I am organized and productive in helping ideas to progress into tangible results.

9. The primary role of a board or commission member is to provide advice to City Council on policy issues that are within the scope of that board or commission. With this in mind, what steps would you take to effectively exercise this specific board or commission role? If you are applying for more than one, please reference the specific board or commission in your response(s).

I would invite ideas from others. I would try to validate and integrate ideas into an agenda. I would solicit feedback on how to prioritize ideas on the agenda. I would then brain-storm how to accomplish the top priorities on the agenda. I would consider cost-benefit and implementation obstacles for ideas as well. I would try to be succict but thorough in my advice.

Applicant Name Julie Rogers

10. Education: List college degrees and majors, and any relevant training or experience that demonstrates your ability to effectively serve on this board or commission. If you are applying for more than one, please reference the specific board or commission in your response(s).

Santa Clara University
San Francisco School of Law

11. Briefly describe your current or last occupation.

Litigation attorney

12. Have you attended a City Council, board or commission meeting? If so, please describe what you learned and what improvements you would suggest the City consider.

No.

13. Describe your involvement in community activities, volunteer and civic organizations.

To date the majority of my involvement in community activities has been through my children. I have been a regular and consistent parent volunteer at many elementary, middle and high school functions as well as athletic functions through Sunnyvale Alliance Soccer Club.

Applicant Name Julie Rogers

14. The City has a Code of Ethics and Conduct for Elected and Appointed Officials and an attendance policy that appointed members are required to follow. Do you have any concerns in these two areas? If so, please describe. (You may obtain a copy of these policies on the City Web site or from the Office of the City Clerk (408) 730-7595, TDD (408) 730-7501.)

I have no concerns about the Code of Ethics or the required conduct standards. I also have a professional code of conduct by which I am governed and I am capable of adhering to the rules.

15. If an unplanned vacancy arises on the board(s) or commission(s) you are interested in, would you be willing to accept a temporary appointment for the remainder of the unexpired term or until a recruitment is held and Council officially fills the vacancy? ☒ Yes ☐ No

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Signature of Applicant



Date 2/28/18

Please return to: Office of the City Clerk, 603 All America Way, P.O. Box 3707, Sunnyvale, CA 94088-3707



CITY OF SUNNYVALE BOARDS AND COMMISSIONS APPLICATION

*The City supports its demographic diversity and encourages
applicants from all groups to apply.*

Office Use Only	
Date Received:	2/28/18
Voter registration Checked:	2/28/18

Please print or type answers to all questions. Write N/A if not applicable.

General eligibility requirements: A resident and registered voter in Sunnyvale. Other requirements may apply to specific boards and commissions. Please check with the Office of the City Clerk at (408) 730-7483, TDD (408) 730-7501 or visit our Web site at: boardsandcommissions.inSunnyvale.com

If you would like to apply for more than one vacancy, place a number next to the board or commission, in order of your preference, for which you would like to apply. Only applications for current openings will be considered at this time. Applications for future openings will be kept on file for one year. Qualified applicants will be notified for an interview with City Council. Appointments will be made at a regular meeting of City Council.

- ☐ Arts Commission
- ☐ Bicycle and Pedestrian Advisory Commission
- ☐ Board of Building Code Appeals
- ☐ Board of Library Trustees
- ☐ Heritage Preservation Commission
- ☐ Housing and Human Services Commission
- ☐ Parks and Recreation Commission
- ☐ Personnel Board
- ☐ Planning Commission
- ☒ Sustainability Commission

If you are applying for the **Bicycle and Pedestrian Advisory Commission**, please identify the category for which you are applying. You may apply for both if qualified.

- ☐ Category One: Applicants must be bicyclists or pedestrians residing and registered to vote in Sunnyvale.
- ☐ Category Two: Applicants must have an interest in bicycle and/or pedestrian issues in the City and belong to one of the groups listed below. Sunnyvale residency is not required, but applicant must be a registered voter or legal resident. Please check as many that apply:
 - ☐ PTA/parent group member
 - ☐ Santa Clara Unified School District/Sunnyvale School District Administration
 - ☐ Neighborhood association member
 - ☐ Sunnyvale teacher or principal
 - ☐ Person interested in Sunnyvale park and recreational activities

If you are applying for the **Sustainability Commission**, please identify the category for which you are applying.

- ☒ Category One: Applicants shall be Sunnyvale registered voters.
- ☐ Category Two: Applicants shall include members of the Sunnyvale business community. Such members need not be Sunnyvale residents.

IMPORTANT NOTICES

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1. Applicant Name: Rogers Joseph H.
Last First M.I.
2. Current Residence Sunnyvale CA 94086
Street City State Zip
- E-mail Address:
3. Phone Number: (Home) (Work) (Cell)

Applicant Name Joseph Rogers

4. How long have you been a resident of Sunnyvale? 20 years

5. Are you a currently-registered voter in Sunnyvale? Yes When was the last time you voted?
Month November Year 2016

6. Are you currently serving or have you served on a City of Sunnyvale board or commission? No

If yes, which one? _____ Term currently serving _____
_____ Term previously served _____

7. What motivated you to apply for this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

Sustainability means changing our and the next generations view of how we live our daily lives with respect to our community and planet. As a scientist, this is an important issue to me.

8. What skills or attributes can you bring to this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

I hold a graduate degree in physics, I understand energy generation and consumption
I've had a class on energy use and its ties to the economy
I drive electric and have recently installed solar panels. These experiences will help on this commission.

9. The primary role of a board or commission member is to provide advice to City Council on policy issues that are within the scope of that board or commission. With this in mind, what steps would you take to effectively exercise this specific board or commission role? If you are applying for more than one, please reference the specific board or commission in your response(s).

As I've not served on a board or commission, this is a bit unclear to me but if the City Council has scheduled time to address sustainability issues, I would give my full voice to items I believe worthy of attention.

10. Education: List college degrees and majors, and any relevant training or experience that demonstrates your ability to effectively serve on this board or commission. If you are applying for more than one, please reference the specific board or commission in your response(s).

BS in physical science, U.S. Coast Guard Academy
MS in physics, University of Michigan
10 years service in the U.S. Coast Guard and reserves.

11. Briefly describe your current or last occupation.

Beam generation engineer for a start-up developing a new cancer treatment system.

12. Have you attended a City Council, board or commission meeting? If so, please describe what you learned and what improvements you would suggest the City consider.

I've attended planning commission meetings in the past. The particular issue in these meetings concerned specific development proposals. What I observed was the majority of comments tending one direction on a proposal and the board ultimately voting against those in attendance. I believe the Council should receive summaries of public comments to go along with commission recommendations and approvals.

13. Describe your involvement in community activities, volunteer and civic organizations.

Recreational soccer coach and parent.

Applicant Name Joseph Rogers

14. The City has a Code of Ethics and Conduct for Elected and Appointed Officials and an attendance policy that appointed members are required to follow. Do you have any concerns in these two areas? If so, please describe. (You may obtain a copy of these policies on the City Web site or from the Office of the City Clerk (408) 730-7595, TDD (408) 730-7501.)

None.

15. If an unplanned vacancy arises on the board(s) or commission(s) you are interested in, would you be willing to accept a temporary appointment for the remainder of the unexpired term or until a recruitment is held and Council officially fills the vacancy? ☒ Yes ☐ No

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Signature of Applicant _____

Date 02/28/2018

Please return to: Office of the City Clerk, 603 All America Way, P.O. Box 3707, Sunnyvale, CA 94088-3707

SUPPLEMENTAL QUESTIONNAIRE

Note: Please respond only to questions that pertain to your selected board(s) or commission(s).

Arts Commission

1. In what ways could the City strengthen art programs in the community?

Bicycle and Pedestrian Advisory Commission

2. Like many cities in Santa Clara County, Sunnyvale is faced with problems stemming from traffic congestion and air pollution. Suggest ways the City can improve facilities for bicyclists and improve bicycling education and safety programs for motorists, cyclists and pedestrians?

Board of Building Code Appeals

3. What do you think can be done to assure that the City of Sunnyvale building development standards are consistently applied?

Board of Library Trustees

4. Community demographics and technology are constantly changing. What do you think are the principal issues the Sunnyvale Public Library may be addressing over the next few years?

Heritage Preservation Commission

5. What historical features or structures in our community do you think are at risk? What course can the City take to preserve them?

6. What factors would influence your recommendation to preserve a particular building or site?

Housing and Human Services Commission

7. Evaluate the quality and adequacy of the housing programs that serve the Sunnyvale community.

8. Evaluate the quality and availability of the human services programs that serve the Sunnyvale community.

Park and Recreation Commission

9. Community demographics are constantly changing. What do you think are the principal issues this Commission may be addressing over the next few years?

Personnel Board

Additional eligibility requirements for Personnel Board - Please check Yes or No for each question:					
	YES	NO		YES	NO
I hold public office or employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I have a spouse, household member, or designated relative (parent, step-parent, grandparent, child, sister, brother, niece, nephew, uncle, or aunt of the individual or of the individual's spouse), employed by the City of Sunnyvale in a position which has the right to have a disciplinary matter heard before the Personnel Board.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I am a candidate for another public office or position	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
I am a former City employee	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

10. Please describe your experience and responsibilities in the administration of employee discipline.

11. Please describe your experience and responsibilities in the administration of employee grievances.

Planning Commission:

12. Sunnyvale has limited vacant land for new development. This could increase pressure for redevelopment of existing developed areas. How can planning respond to this situation?

We, as a city, must build vertically to accommodate growth. However, this approach has been applied piecemeal and may lead to uneven and misplaced development and other issues like traffic problems.

Development along the border of Santa Clara also transfers their concerns to Sunnyvale. Without concern or compensation?

13. Planning Commissioners are often asked to consider social, economic and environmental issues when reviewing proposals. How does one achieve a balanced community?

Balance means that there is acceptance and opportunity in a community for diverse needs. This is availability of cultural experiences, a range of housing, easy access to community services in an understandable fashion, uniform quality of education and balanced, compassionate enforcement of laws and regulations regarding zoning and development.

Sustainability Commission:

14. Sustainability is a new and emerging issue in many communities. What do you think are the primary sustainability policy issues this commission will be addressing over the next few years?

High speed Internet access, planning for sea level rise, encouragement of development of alternate energy resources and reduction of city energy use and carbon generation.

15. Sustainability Commissioners will need to consider social, economic and environmental issues when addressing sustainability policy issues. How does one achieve a balanced community?

I'll repeat what I wrote above in the planning commission notes. Balance means that there is acceptance and opportunity in a community for diverse needs. This is availability of cultural experiences, a range of housing, easy access to community services in an understandable fashion, uniform quality of education and balanced, compassionate enforcement of laws and regulations regarding zoning and development.

Applying this to sustainability would lead to development of city building codes for energy efficient construction, low carbon construction methods and renewable energy sources and materials.



**CITY OF SUNNYVALE
BOARDS AND COMMISSIONS APPLICATION**

*The City supports its demographic diversity and encourages
applicants from all groups to apply.*

RECEIVED	Office Use Only
	APR 24 2011
	Date Received: _____ Voter registration Checked: _____

Please print or type answers to all questions. Write N/A if not applicable.

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- _____ Arts Commission
- _____ Bicycle and Pedestrian Advisory Commission
- _____ Board of Building Code Appeals
- _____ Board of Library Trustees
- _____ Heritage Preservation Commission
- _____ Housing and Human Services Commission
- _____ Parks and Recreation Commission
- _____ Personnel Board
- _____ Planning Commission
- ☒ Sustainability Commission

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 - ☐ Santa Clara Unified School District/Sunnyvale School District Administration
 - ☐ Neighborhood association member
 - ☐ Sunnyvale teacher or principal
 - ☐ Person interested in Sunnyvale park and recreational activities

If you are applying for the **Sustainability Commission**, please identify the category for which you are applying.

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1. Applicant Name: Alvarez-Santos Laura
Last First M.I.
2. Current Residence Sunnyvale CA 94086
Street City State Zip
- E-mail Address:
3. Phone Number: (Home) (Work) (Cell)

Applicant Name Laura Alvarez-Santos

4. How long have you been a resident of Sunnyvale? 2 years

5. Are you a currently-registered voter in Sunnyvale? Yes ☒

When was the last time you voted?

Month November ☒ Year 2016

6. Are you currently serving or have you served on a City of Sunnyvale board or commission? No ☒

If yes, which one? _____

Term currently serving _____

Term previously served _____

7. What motivated you to apply for this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

I decided to apply for a position on the City Sunnyvale's Sustainability commission because I am passionate about civic engagement and sustainability. I became interested in sustainability after taking a course in school on Sustainable Development. From there, I took on an internship where I was tasked with generating a report on the agencies sustainability practices. I had the amazing opportunity of presenting this project in front of many high-level managers at the water district. In addition, I strongly believe that local politics is where many of the laws and policies are passed that directly affect our communities. Furthermore, I believe that there is a great lack of Latino representation at levels of government, especially in local government. I became interested in local government when I interned for the International Hispanic Network. I had the opportunity to work with many well known Latino city managers. It gave me hope that one day I can be in their place.

8. What skills or attributes can you bring to this board or commission? If you are applying for more than one, please reference the specific board or commission in your response(s).

I believe that the greatest strengths I can bring to the commission are that I am a hardworking individual, am passionate about local working with government, and detail oriented; above all, I am most proud of how hardworking I am. At a young age, my parents emphasized to me the importance of hard work. I took this message with me when working my first job as a Teacher's Assistant at Peninsula Bridge. I made sure that I did my job well and went above and beyond to create a welcoming atmosphere for my students to learn. My parents' message helped me the most during high school and college, where microaggressions and blatant racism made every day a challenge. I worked hard to make not only my dreams true but the dreams of many of my family members a reality. Therefore, my diploma from Boston University, which hangs proudly above my father's desk, represents my parents' hard work and my own.

9. The primary role of a board or commission member is to provide advice to City Council on policy issues that are within the scope of that board or commission. With this in mind, what steps would you take to effectively exercise this specific board or commission role? If you are applying for more than one, please reference the specific board or commission in your response(s).

The steps I would implement include ensuring that I am aware of the parameters of the sustainability commission. As a result, when listening to the grievances of the community I take policy issues forward to the City Council that are within the commissions scope.

10. Education: List college degrees and majors, and any relevant training or experience that demonstrates your ability to effectively serve on this board or commission. If you are applying for more than one, please reference the specific board or commission in your response(s).

Highschool: Menlo School in Atherton, CA

College: Boston University, International Relations - Track 1: Latin American Politics; Track 2: Environment and Development;

Relevant Courses:

- Sustainable Development

- Project Citizen: Promoting Civic Engagement, (Emphasis on Implementing Policy- Final project was on crafting policy changes in Boston to keep local bodies of water on BU campus/ surrounding areas clean)

Internships:

- w/ Santa Clara Valley Water District, Administrative Internship: Project was to research how the organization has worked towards sustainability and how it compares to other public agencies. The final report had information on over 11 agencies in the surrounding area.

- w/ International Hispanic Network: created a working draft for a program to increase civic engagement in San Jose amongst the Latinx community.

11. Briefly describe your current or last occupation.

I am currently a development assistant for the Lucile Packard Foundation for Children's Health. I assist 9 major gift officers with their day to day activities. These tasks range from preparing briefings for high-level donor meetings and tours, scheduling these meetings, processing gifts that our team members have received, and copy editing many of the emails and written work that goes out to the donors. Many of the tasks I perform require attention to detail and strong management skills. Most recently, my tasks have included preparing stewardship proposals so that I can learn more about development writing.

12. Have you attended a City Council, board or commission meeting? If so, please describe what you learned and what improvements you would suggest the City consider.

N/A

13. Describe your involvement in community activities, volunteer and civic organizations.

For the last 7 years, I have worked with organizations that focus on helping students of color, primarily Latino students, to strengthen their academics, expose them to college, and provide them with mentorship. In addition, working with students required me to be patient, detail oriented, and timely. However, the most important aspect of my job, as a tutor and teacher's assistant, was being able to formulate relationships with the students I worked with. By conversing with my students and listening to what material they struggled with the most, I was able to find specific methods that could help each student improve academically. Furthermore, by building these relationships with my students I was able to encourage them to break out of their comfort zones and voice their opinions.

Applicant Name Laura Alvarez-Santos

14. The City has a Code of Ethics and Conduct for Elected and Appointed Officials and an attendance policy that appointed members are required to follow. Do you have any concerns in these two areas? If so, please describe. (You may obtain a copy of these policies on the City Web site or from the Office of the City Clerk (408) 730-7595, TDD (408) 730-7501.)

15. If an unplanned vacancy arises on the board(s) or commission(s) you are interested in, would you be willing to accept a temporary appointment for the remainder of the unexpired term or until a recruitment is held and Council officially fills the vacancy? ☒ Yes ☐ No

Please Note: Pursuant to the Americans with Disabilities Act (ADA), the City of Sunnyvale will make reasonable efforts to accommodate persons with qualified disabilities during the boards and commission interview process. Should you require special accommodations, please contact the Office of the City Clerk at (408) 730-7595 at least five days in advance of your scheduled interview.

I certify under penalty of perjury that all statements I have made on this application are true and correct. I hereby authorize the City of Sunnyvale to investigate the accuracy of this information from any person or organization, and I release the City of Sunnyvale and all persons and organizations from all claims and liabilities arising from such investigation or the supplying of information for such investigation. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Your application is not complete until it is signed and submitted to the Office of the City Clerk. Applicants are also requested, on a voluntary basis, to complete the Supplemental Background Information document at the end of the application.

Signature of Applicant



Date 04/21/2017

Please return to: Office of the City Clerk, 603 All America Way, P.O. Box 3707, Sunnyvale, CA 94088-3707

SUPPLEMENTAL QUESTIONNAIRE

Note: Please respond only to questions that pertain to your selected board(s) or commission(s).

Arts Commission

1. In what ways could the City strengthen art programs in the community?

Bicycle and Pedestrian Advisory Commission

2. Like many cities in Santa Clara County, Sunnyvale is faced with problems stemming from traffic congestion and air pollution. Suggest ways the City can improve facilities for bicyclists and improve bicycling education and safety programs for motorists, cyclists and pedestrians?

Board of Building Code Appeals

3. What do you think can be done to assure that the City of Sunnyvale building development standards are consistently applied?

Board of Library Trustees

4. Community demographics and technology are constantly changing. What do you think are the principal issues the Sunnyvale Public Library may be addressing over the next few years?

Heritage Preservation Commission

5. What historical features or structures in our community do you think are at risk? What course can the City take to preserve them?

6. What factors would influence your recommendation to preserve a particular building or site?

Housing and Human Services Commission

7. Evaluate the quality and adequacy of the housing programs that serve the Sunnyvale community.

8. Evaluate the quality and availability of the human services programs that serve the Sunnyvale community.

Park and Recreation Commission

9. Community demographics are constantly changing. What do you think are the principal issues this Commission may be addressing over the next few years?

Personnel Board

Additional eligibility requirements for Personnel Board - Please check Yes or No for each question:					
	YES	NO		YES	NO
I hold public office or employment	<input type="checkbox"/>	<input type="checkbox"/>	I have a spouse, household member, or designated relative (parent, step-parent, grandparent, child, sister, brother, niece, nephew, uncle, or aunt of the individual or of the individual's spouse), employed by the City of Sunnyvale in a position which has the right to have a disciplinary matter heard before the Personnel Board.	<input type="checkbox"/>	<input type="checkbox"/>
I am a candidate for another public office or position	<input type="checkbox"/>	<input type="checkbox"/>			
I am a former City employee	<input type="checkbox"/>	<input type="checkbox"/>			

10. Please describe your experience and responsibilities in the administration of employee discipline.

11. Please describe your experience and responsibilities in the administration of employee grievances.

Planning Commission:

12. Sunnyvale has limited vacant land for new development. This could increase pressure for redevelopment of existing developed areas. How can planning respond to this situation?

13. Planning Commissioners are often asked to consider social, economic and environmental issues when reviewing proposals. How does one achieve a balanced community?

Sustainability Commission:

14. Sustainability is a new and emerging issue in many communities. What do you think are the primary sustainability policy issues this commission will be addressing over the next few years?

I feel that the commission will be addressing many issues regarding making existing buildings and zones sustainable. Many policies already exist to ensure that new buildings are environmentally friendly. Furthermore, I believe much of the commission's goal will focus on increase recycling and composting in the City of Sunnyvale. Lastly, I believe that a great focus of the commission will be on transportation and making public transportation far more accessible and environmentally friendly.

15. Sustainability Commissioners will need to consider social, economic and environmental issues when addressing sustainability policy issues. How does one achieve a balanced community?

I believe that the greatest way to achieve a balance between social, economic, and environmental issues is by listening all the parties in order to make these policy decisions that will affect the community. Above all, the commission is here to serve the needs of the community.



CITY OF SUNNYVALE 2018 LOCAL APPOINTMENTS LIST

The Office of the City Clerk prepared this document to comply with the requirements of California Government Code Section 54972.

Board and commission members must be Sunnyvale residents (except for Category 2 on the Bicycle and Pedestrian Advisory Commission and up to two seats on the Sustainability Commission) and registered voters in Sunnyvale. Full terms are four years. A member may serve two consecutive terms on the same board or commission and thereafter is eligible to serve on a different board or commission. Further information may be found in the City's Charter and on the City website at sunnyvale.ca.gov.

Arts Commission

Member Name	Term Start	Term Expires
Susannah Vaughan, Vice Chair	7/1/16	2020 First Term
Dawna Eskridge	7/1/17	2021 First Term
Roberta Kiphuth	7/1/14	2018 First Term
Darien Laird	7/1/17	2021 First Term
Vacant		2019

The Arts Commission consists of five members appointed by the City Council. Meetings are held on the third Wednesday of each month at 7 p.m. in the Neighborhood Room located in the Recreation Building at the Community Center, 550 E. Remington Drive. Staff contact: Daniel Wax, Superintendent of Community Services, 730-7342; Kendall Braud, Administrative Aide, 730-7336. Council Liaison (January – June 2018): Councilmember Griffith

Bicycle and Pedestrian Advisory Commission (BPAC)

Member Name	Term Start	Term Expires
John Cordes, Chair Category Two	7/1/14	2018 First Term
Timothy Oey, Vice Chair Category One	7/1/16	2020 First Term
Catherine Barry Category Two	7/1/17	2020 First Term
Susan Bremond Category One	7/1/17	2021 First Term
Angela Rausch Category Two	7/1/14	2018 Second Term
Scott Swail Category One	7/1/17	2021 First Term
Kyle Welch Category One	7/1/15	2019 Second Term

The Bicycle and Pedestrian Advisory Commission consists of seven members appointed by the City Council. Meetings are held on the third Thursday of the month at 6:30 p.m. in the Council Chambers at City Hall. Staff contact: Ralph Garcia, Senior Transportation Engineer, 730-7551; Kim Kastl-Lindsay, Senior Office Assistant, 730-7419. Council Liaison (January –

June 2018): Councilmember Melton

Board of Building Code Appeals

Member Name	Term Start	Term Expires
Joshua Grossman	7/1/16	2019 First Term
Marc Ketzel	11/28/17	2019 Unexpired Term
Gregory McNutt	7/1/16	2020 First Term
Mike Michitaka	7/1/16	2020 Second Term
Yonghong Shen	7/1/17	2021 First Term

The Board of Building Code Appeals consists of five members who are appointed by the City Council. Meetings are held on the third Wednesday of the month, when necessary, at 7 p.m. in the Council Chambers at City Hall. Staff contact: Trudi Ryan, Director of Community Development, 730-7435

Board of Library Trustees

Member Name	Term Start	Term Expires
Carey Lai, Chair	7/1/14	2018 First Term
Daniel Bremond, Vice Chair	7/1/16	2020 Second Term
Mason Fong	8/23/17	2021 First Term
Tina Hwang	7/1/16	2020 First Term
Mark Isaak	11/18/15	2019 First Term (unexpired term more than 2 years)

The Board of Library Trustees consists of five members appointed by the City Council. Meetings are held on the first Monday of each month at 7 p.m. in the Library Program Room. (If the first Monday is a City observed holiday, the meeting will be held on the second Monday of the month in the Library Program Room). Staff contacts: Cynthia Bojorquez, Director of Library and Community Services, 730-7315; Sandra Barajas, Administrative Aide, 730-7314. Council Liaison (January – June 2018): Vice Mayor Klein

Heritage Preservation Commission

Member Name	Term Start	Term Expires
Hannalore Dietrich, Chair	9/17/14	2018 First Term (unexpired term more than 2 years)
Dawn Hopkins, Vice Chair	7/1/15	2019 First Term
Melanie Holthaus	3/1/17	2020 First Term (unexpired term more than 2 years)
Dixie Larsen	7/1/17	2021 Second Term
Mike Michitaka	7/1/16	2020 Second Term
Dale Mouritsen	7/1/14	2018 Second Term
Kenneth Valenzuela	8/12/2015	2019 First Term (unexpired term more than 2 years)

The Heritage Preservation Commission consists of seven members appointed by the City Council. Meetings are held on the first Wednesday of January, March, May, July, September and November at 7 p.m. in the West Conference Room at City Hall. Staff contacts: Noren Caliva-Lepe, Senior Planner, 730-7659; Joey Mariano, Senior Office Assistant, 730-7486. Council Liaison (January – June 2018): Councilmember Smith

Housing and Human Services Commission

Member Name	Term Start	Term Expires
Joshua Grossman, Chair	7/1/16	2020 First Term
Avanindar Singh, Vice Chair	3/1/17	2018 Unexpired Term
Patti Evans	7/1/15	2019 Second Term
Diana Gilbert	7/1/17	2021 Second Term
Ken Hiremath	7/1/17	2021 First Term
Minjung Kwok	7/1/17	2021 First Term
Elinor Stetson	6/15/16	2020 First Term

The Housing and Human Services Commission consists of seven members appointed by the City Council. Meetings are held on the fourth Wednesday of each month at 7 p.m. in West Conference Room at City Hall. Staff contacts: Suzanne Ise, Housing Officer 730-7698; Edith Alanis, Housing Programs Technician, 730-7254. Council Liaison (January – June 2018): Councilmember Goldman

Parks and Recreation Commission

Member Name	Term Start	Term Expires
Ralph Kenton, Chair	7/1/17	2021 Second Term
Henry Alexander III, Vice Chair	6/15/16	2020 Second Term
Irene Gabashvili	10/26/16	2019 First Term
Daniel McCune	7/1/17	2021 First Term
Craig Pasqua	7/1/15	2019 Second Term

The Parks and Recreation Commission consists of five members appointed by the City Council. Meetings are held on the second Wednesday of the month at 7 p.m. in the Council Chambers at City Hall. Staff contact: Jim Stark, 730-7315; Kendall Braud, Administrative Aide, 730-7336. Council Liaison (January – June 2018): Councilmember Larsson

Personnel Board

Member Name	Term Start	Term Expires
Traci Oberman, Chair Employee Nominated Seat	7/1/14	2018 Second Term
Justin Brown Council Nominated Seat	7/1/17	2021 First Term
Ericka Reguerin Council Nominated Seat	8/23/17	2019 First Term
Barbara Schmidt Council Nominated Seat	7/1/16	2019 First Term
Patti Selan Employee Nominated Seat	8/23/17	2020 First Term (unexpired term more than 2 years)

The Personnel Board consists of five members appointed by the City Council. Meetings are held on the third Monday of each month as necessary at 5 p.m. in the Council Chambers at City Hall. Staff contacts: Tony Giles, Interim Director of Human Resources, 730-3001; Jare Longacre, Administrative Aide, 730-3002.

Planning Commission

Member Name	Term Start	Term Expires
Ken Rheume, Chair	7/1/14	2018 First Term
Carol Weiss, Vice Chair	11/19/2015	2019 First Term (unexpired term more than 2 years)
Sue Harrison	7/1/14	2018 First Term
John Howe	10/26/16	2020 First Term (unexpired term more than 2 years)
Daniel Howard	3/1/17	2020 First Term (unexpired term more than 2 years)
Ken Olevson	7/1/17	2021 Second Term
David Simons	7/1/15	2019 First Term

The Planning Commission consists of seven members appointed by the City Council. Meetings are held the second and fourth Monday of the month at 8 p.m. in the Council Chambers at City Hall. Study sessions are held the second and fourth Monday of the month at 7 p.m. in the West Conference Room at City Hall. Staff contacts: Andrew Miner, Planning Officer, 730-7707; Katherine Hall, Administrative Aide, 730-7440

Sustainability Commission

Member Name	Term Start	Term Expires
Bruce Paton, Chair Category One	7/1/11	2021 Second Term
Dan Hafeman, Vice Chair Category One	7/1/15	2019 Second Term
Stephen Joesten Category Two	7/1/17	2021 First Term
Adriana Imbre Category Two	8/23/17	2018 First Term
Kristel Wickham Category One	7/1/16	2020 First Term
Steven Zornetzer Category One	7/1/16	2020 Second Term
Vacant		2018

The Sustainability Commission consists of seven members appointed by the City Council. Meetings are held on the third Monday of each month at 7 p.m. in the West Conference Room at City Hall. If the third Monday is a City observed holiday, the meeting will be held on the third Tuesday of the month at 7 p.m. in the West Conference Room. Staff contact: Nupur Hiremath, Environmental Engineering Coordinator, 730-7720. Council Liaison (January – June 2018): Mayor Hendricks



City of Sunnyvale

Agenda Item

18-0168

Agenda Date: 3/6/2018

SPECIAL ORDER OF THE DAY - Women's History Month



City of Sunnyvale

Agenda Item

18-0027

Agenda Date: 3/6/2018

SUBJECT

Approve City Council Special Meeting Minutes of February 16, 2018

RECOMMENDATION

Approve the City Council Special Meeting Minutes of February 16, 2018 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Friday, February 16, 2018

8:30 AM

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

Special Meeting: Study/Budget Issues Workshop

CALL TO ORDER

Mayor Hendricks called the meeting to order in Council Chambers.

SALUTE TO THE FLAG

Mayor Hendricks led the salute to the flag.

ROLL CALL

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

ORAL COMMUNICATIONS

Mayor Hendricks announced board and commission recruitment and an upcoming application deadline.

Councilmember Goldman reported he inadvertently clicked “reply all” on an email Council received from a constituent regarding airplane noise.

Deborah Marks spoke regarding the Urban Forest Management Plan and in support of DPW 16-10 Consider Sunnyvale Municipal Code Amendments to Clarify, Strengthen and Enforce Tree Preservation and Tree Planting Requirements within Right of Way and Public and Private Property and DPW 18-11 Analysis of Sunnyvale Golf Program and Property Options, and provided a PowerPoint presentation.

Irene Murphy, Sunnyvale Downtown Association and General Manager of Fibbar

Magees, spoke regarding study issue OCM 17-01 Storing Outdoor Dining Furniture Overnight on Sidewalks on Murphy Avenue, and stated the association supports option three, and Fibbar Magees supports option two.

Amit Rajgarhia, Dishdash Restaurant, spoke regarding OCM 17-01 Storing Outdoor Dining Furniture Overnight on Sidewalks on Murphy Avenue, and in support of option three.

Mike Johnson, Executive Director, Sunnyvale Downtown Association, spoke in opposition to study issue DPW 18-02 Close Murphy Avenue Between Evelyn Avenue and Washington Avenue to Vehicular Traffic and in support of option three in study issue OCM 17-01 Storing Outdoor Dining Furniture Overnight on Sidewalks on Murphy Avenue.

Evelyn Breakstone spoke in support of OCM 18-01 Explore Proactive Solutions to Address Aviation Noise.

Mary Brunkhorst spoke in support of study issue DPW 16-10 Consider Sunnyvale Municipal Code Amendments to Clarify, Strengthen and Enforce Tree Preservation and Tree Planting Requirements within Right of Way and Public and Private Property and study issue CDD 18-08 Consider Requiring the Use of Story Poles, Modeling Technologies, and other Visual Aids for Proposed Development Projects.

Jennifer Tasseff spoke in support of OCM 18-01 Explore Proactive Solutions to Address Aviation Noise.

Zachary Kaufman spoke regarding OCM 18-01 Explore Proactive Solutions to Address Aviation Noise and CDD 18-01 Explore Policies to Preserve Space for Light Industrial Uses.

Eileen Hails, Sunnyvale Airplane Noise Coalition, spoke in support of OCM 18-01 Explore Proactive Solutions to Address Aviation Noise.

Ron Gilbert spoke in support of OCM 18-01 Explore Proactive Solutions to Address Aviation Noise.

INTRODUCTION BY THE CITY MANAGER

City Manager Kent Steffens provided introductory remarks and an update on the status of prior year study issues. City Manager Steffens reported there are currently

no budget issues for consideration. City Manager Steffens outlined five study issues dropped or deferred by boards and commissions which are available for ranking by Council: CDD 18-04 Create Development Guidelines for Future Accommodation of Autonomous Vehicle Use, CDD 18-05 Increase Opportunities for more Accessory Dwelling Units, DPW 18-02 Close Murphy Avenue Between Evelyn Avenue and Washington Avenue to Vehicular Traffic, DPW 18-03 Update Bicycle Master Plan Every Seven Years and DPW 18-04 Develop an Ordinance to Keep Bicycle Parking Clear and Accessible.

FISCAL OUTLOOK PRESENTATION

Director of Finance Tim Kirby and Assistant Director of Finance Kenn Lee provided a fiscal outlook presentation and responded to questions. City Manager Kent Steffens and Director of Community Development Trudi Ryan provided additional information.

Council recessed at 10:08 a.m.

Council reconvened at 10:18 a.m. with all Councilmembers present.

OVERVIEW OF THE STUDY/BUDGET ISSUES PROCESS

Senior Management Analyst Lupita Alamos provided an overview of the process for ranking study issues.

REVIEW, DISCUSSION AND PRIORITY SETTING: STUDY/BUDGET ISSUES

[18-0004](#)

City Manager's Memorandum to Council
Study Issues Full Packet

OFFICE OF THE CITY MANAGER (OCM):

Economic Development Manager Connie Verceles, City Manager Kent Steffens and Director of Community Development Trudi Ryan responded to questions.

MOTION: Councilmember Griffith moved and Mayor Hendricks seconded the motion to drop Study Issue OCM 18-01.

SHOW OF HANDS VOTE TO DROP OCM 18-01: 3 – 4 (Councilmember Melton, Councilmember Smith, Vice Mayor Klein and Councilmember Goldman dissented)
The motion failed to drop OCM 18-01.

MOTION: Councilmember Griffith moved and Vice Mayor Klein seconded the motion to defer Study Issue OCM 18-01.

SHOW OF HANDS VOTE TO DEFER OCM 18-01: 5 – 2 (Councilmembers Melton

and Goldman dissented)

Council ranked the remaining study issue and the ranking sheets were collected to be tallied.

COMMUNITY DEVELOPMENT DEPARTMENT (CDD):

Senior Management Analyst Alamos reported 13 Community Development Department Study Issues for consideration. Director of Community Development Trudi Ryan, City Manager Steffens, Directory of Public Safety Phan Ngo, Interim Director of Environmental Services Melody Tovar responded to questions.

MOTION: Councilmember Melton moved and Councilmember Goldman seconded the motion to drop Study Issues CDD 13-02, CDD 17-03, CDD 17-08, CDD 18-03, CDD 18-05 and CDD 18-06.

FRIENDLY AMENDMENT: Mayor Hendricks offered a friendly amendment to remove CDD 13-02 from the motion.

Councilmember Melton accepted the friendly amendment.

FRIENDLY AMENDMENT: Councilmember Griffith offered a friendly amendment to remove CDD 17-08 from the motion.

Following discussion, Councilmember Melton withdrew the motion.

MOTION: Councilmember Melton moved and Councilmember Goldman seconded the motion to drop Study Issue CDD 13-02.

SHOW OF HANDS VOTE TO DROP CDD 13-02: 2 – 5 (Councilmember Smith, Vice Mayor Klein, Mayor Hendricks, Councilmembers Griffith and Larsson dissented)

The motion failed to drop CDD 13-02.

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop Study Issue CDD 17-03.

SHOW OF HANDS VOTE TO DROP CDD 17-03: 7 – 0

MOTION: Councilmember Melton moved and Mayor Hendricks seconded the motion to drop Study Issue CDD 17-08.

SHOW OF HANDS VOTE TO DROP CDD 17-08: 3 – 4 (Councilmember Smith, Vice Mayor Klein, Councilmembers Griffith and Larsson dissented)

The motion failed to drop Study Issue CDD 17-08.

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop Study Issue CDD 18-03.

SHOW OF HANDS VOTE TO DROP CDD 18-03: 7 – 0

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop/defer Study Issue CDD 18-05.

SHOW OF HANDS VOTE TO DROP CDD 18-05: 7 – 0

MOTION: Councilmember Melton moved and Vice Mayor Klein seconded the motion to drop Study Issue CDD 18-06.

SHOW OF HANDS VOTE TO DROP CDD 18-06: 7 – 0

MOTION: Councilmember Griffith moved and Mayor Hendricks seconded the motion to drop Study Issue CDD 18-04.

SHOW OF HANDS VOTE TO DROP CDD 18-04: 7 – 0

MOTION: Mayor Hendricks moved and Councilmember Melton seconded the motion to drop Study Issue CDD 18-08.

SHOW OF HANDS VOTE TO DROP CDD 18-08: 4 – 3 (Councilmember Smith, Vice Mayor Klein and Councilmember Griffith dissented)

MOTION: Councilmember Melton moved to defer Study Issue CDD 18-02.

The motion failed due to lack of a second.

MOTION: Councilmember Melton moved and Vice Mayor Klein seconded the motion to defer Study Issue CDD 18-07.

SHOW OF HANDS VOTE TO DEFER CDD 18-07: 6 – 1 (Mayor Hendricks dissented)

MOTION: Councilmember Melton moved and Vice Mayor Klein seconded the motion to defer Study Issue CDD 18-09.

SHOW OF HANDS VOTE TO DEFER CDD 18-09: 7 – 0

Mayor Hendricks announced the five CDD study issues remaining to be ranked are: CDD 13-02, CDD 16-14, CDD 17-08, CDD 18-01 and CDD 18-02.

Council ranked the remaining five CDD study issues and the ranking sheets were collected to be tallied.

INFORMATION TECHNOLOGY (ITD)

Chief Information Officer Kathleen Boute Foster responded to questions. City Manager Steffens provided additional information.

MOTION: Councilmember Melton moved and Vice Mayor Klein seconded the motion to drop Study Issue ITD 18-01.

SHOW OF HANDS VOTE TO DROP ITD 18-01: 4 – 3 (Councilmember Smith, Vice Mayor Klein and Councilmember Griffith dissented)

Following action on the Information Technology Study Issue, Senior Management Analyst Alamos reported a tie in the 4th and 5th positions between CDD 17-08 and CDD 18-01.

MOTION: Councilmember Melton moved and Councilmember Goldman seconded the motion to rank Study Issue CDD 18-01 in 4th place.

SHOW OF HANDS VOTE: 4 – 3 (Vice Mayor Klein, Councilmember Griffith and Councilmember Larsson dissented)

Council recessed for lunch at 12:22 p.m.

Council reconvened at 12:57 p.m. with all Councilmembers present.

DEPARTMENT OF PUBLIC WORKS (DPW):

Interim Director of Public Works Wayne Tanda responded to questions. Transportation and Traffic Manager Shahid Abbas, City Manager Kent Steffens, Superintendent of Parks and Golf Jim Stark and Director of Community Development Trudi Ryan provided additional information.

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop Study Issue DPW 16-10.

SHOW OF HANDS VOTE TO DROP DPW 16-10: 5 – 2 (Councilmembers Smith and Goldman dissented)

MOTION: Councilmember Melton moved and Vice Mayor Klein seconded the motion to drop Study Issue DPW 17-12.

SHOW OF HANDS VOTE TO DROP DPW 17-12: 7 – 0

MOTION: Councilmember Melton moved and Councilmember Larsson seconded

the motion to drop Study Issue DPW 17-13.

SHOW OF HANDS VOTE TO DROP DPW 17-13: 7 – 0

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop Study Issue DPW 18-01.

SHOW OF HANDS VOTE TO DROP DPW 18-01: 7 – 0

MOTION: Councilmember Melton moved and Vice Mayor Klein seconded the motion to drop Study Issue DPW 18-02.

SHOW OF HANDS VOTE TO DROP DPW 18-02: 7 – 0

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop Study Issue DPW 18-03.

SHOW OF HANDS VOTE TO DROP DPW 18-03: 7 – 0

MOTION: Councilmember Melton moved and Vice Mayor Klein seconded the motion to drop Study Issue DPW 18-04.

SHOW OF HANDS VOTE TO DROP DPW 18-04: 7 – 0

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop Study Issue DPW 18-05.

SHOW OF HANDS VOTE TO DROP DPW 18-05: 7 – 0

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop Study Issue DPW 18-06.

SHOW OF HANDS VOTE TO DROP DPW 18-06: 7 – 0

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop Study Issue DPW 18-09.

SHOW OF HANDS VOTE TO DROP DPW 18-09: 7 – 0

MOTION: Councilmember Melton moved Vice Mayor Klein seconded the motion to drop Study Issue DPW 18-10.

SHOW OF HANDS VOTE TO DROP DPW 18-10: 7 – 0

MOTION: Mayor Hendricks moved and Councilmember Smith seconded the motion to drop Study Issue DPW 17-07.

SHOW OF HANDS VOTE TO DROP DPW 17-07: 6 – 1 (Councilmember Melton dissented)

MOTION: Mayor Hendricks moved and Councilmember Griffith seconded the motion to drop Study Issue DPW 18-11.

SHOW OF HANDS VOTE TO DROP DPW 18-11: 3 – 4 (Councilmember Melton, Councilmember Smith, Vice Mayor Klein and Councilmember Larsson dissented)
The motion failed to drop DPW 18-11.

MOTION: Councilmember Griffith moved and Councilmember Larsson seconded the motion to limit the scope of DPW 18-11 to focus on level of subsidy for the golf courses.

SHOW OF HANDS VOTE: 7 – 0

MOTION: Mayor Hendricks moved and Councilmember Goldman seconded the motion to defer Study Issue DPW 18-08.

SHOW OF HANDS VOTE TO DEFER DPW 18-08: 2 – 5 (Councilmember Melton, Councilmember Smith, Vice Mayor Klein, Councilmembers Griffith and Larsson dissented)

Mayor Hendricks announced the four DPW study issues remaining to be ranked are: DPW 17-05, DPW 18-07, DPW 18-08 and DPW 18-11.

Council ranked the remaining four DPW study issues and the ranking sheets were collected to be tallied.

ENVIRONMENTAL SERVICES DEPARTMENT (ESD)

Interim Director of Environmental Services Melody Tovar responded to questions.

MOTION: Councilmember Melton moved and Mayor Hendricks seconded the motion to drop Study Issue ESD 17-01.

SHOW OF HANDS VOTE TO DROP ESD 17-01: 2 – 5 (Councilmember Smith, Vice Mayor Klein, Councilmembers Griffith, Larsson and Goldman)
The motion failed to drop Study Issue ESD 17-01.

Mayor Hendricks announced there are three ESD Study Issues remaining to rank.

Council ranked the three ESD study issues and the ranking sheets were collected to be tallied.

FINANCE DEPARTMENT (FIN)

Director of Finance Tim Kirby responded to questions from Council.

MOTION: Councilmember Melton moved and Councilmember Griffith seconded the motion to drop Study Issue FIN 18-01.

SHOW OF HANDS VOTE TO DROP FIN 18-01: 6 – 1 (Councilmember Smith dissented)

CLOSING REMARKS

Mayor Hendricks provided closing remarks.

Councilmember Melton spoke regarding the mass shooting that occurred at ESL Incorporated in Sunnyvale 30 years ago today and regarding gun control regulations.

Councilmember Smith recognized today as the first day of the Year of the Dog.

Vice Mayor Klein, Councilmember Griffith and Councilmember Goldman provided closing remarks.

City Manager Steffens provided closing remarks.

AVAILABILITY OF RANKING/NEXT STEPS

Senior Management Analyst Alamos provided closing remarks and reported the Study Issues ranking results would be made available on the City website.

ADJOURNMENT

Mayor Hendricks adjourned the meeting at 2:45 p.m.



City of Sunnyvale

Agenda Item

18-0061

Agenda Date: 3/6/2018

SUBJECT

Approve City Council Meeting Minutes of February 27, 2018

RECOMMENDATION

Approve the City Council Meeting Minutes of February 27, 2018 as submitted.



City of Sunnyvale

Meeting Minutes - Draft City Council

Tuesday, February 27, 2018

5:30 PM

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

Special Meetings: Study Sessions- 5:30 PM and 6 PM | Regular Meeting- 7 PM

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

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

Mayor Hendricks called the meeting to order at 5:31 p.m.

2 Roll Call

Present: 6 - Mayor Glenn Hendricks
Councilmember Jim Griffith
Councilmember Gustav Larsson
Councilmember Nancy Smith
Councilmember Russ Melton
Councilmember Michael S. Goldman

Absent: 1 - Vice Mayor Larry Klein

3 Public Comment

4 Study Session

[17-0102](#) Minimum Wage Update

5 Adjourn Special Meeting

Mayor Hendricks adjourned the meeting at 5:53 p.m.

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

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

Mayor Hendricks called the meeting to order at 6 p.m.

2 Roll Call

Present: 6 - Mayor Glenn Hendricks
Councilmember Jim Griffith
Councilmember Gustav Larsson
Councilmember Nancy Smith
Councilmember Russ Melton
Councilmember Michael S. Goldman

Absent: 1 - Vice Mayor Larry Klein

3 Public Comment

4 Study Session

[17-1150](#) Wage Theft (Study Issue)

5 Adjourn Special Meeting

Mayor Hendricks 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: 6 - Mayor Glenn Hendricks
Councilmember Jim Griffith
Councilmember Gustav Larsson
Councilmember Nancy Smith
Councilmember Russ Melton
Councilmember Michael S. Goldman

Absent: 1 - Vice Mayor Larry Klein

SPECIAL ORDER OF THE DAY

[18-0180](#) SPECIAL ORDER OF THE DAY - National African American History Month

Mayor Hendricks proclaimed the month of February 2018 as National African American History Month.

18-0116 SPECIAL ORDER OF THE DAY - Arbor Day Celebration and Proclamation

Mayor Hendricks presented Urban Landscape Manager Leonard Dunn with a proclamation proclaiming March 7, 2018 as Arbor Day.

18-0192 SPECIAL ORDER OF THE DAY - Recognition of Heroic Action

Mayor Hendricks recognized the heroic action by Walter Wilson to rescue a woman from her vehicle on the Caltrain tracks. Director of Public Safety Ngo presented Mr. Wilson with a Citizen Award of Valor.

ORAL COMMUNICATIONS

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

Councilmember Griffith announced an upcoming Innovate Climate Action in Sunnyvale workshop and a challenge.

Andy Frazer spoke regarding transparency in government and the City of San Jose sunshine ordinance which requires lobbyist registration and making Councilmember calendars public.

Lucille and Robert Ybarra stated their strong opposition to SB 827 and SB 828.

Justin White expressed concerns regarding a proposed Verizon cellphone tower on Carlisle Way and requested assistance.

Eugene Johnson, Henderson Place Homeowners Association, spoke regarding an increase in their water bill.

Josh Grossman spoke regarding the study session on wage theft.

Judy Miner, Chancellor, Foothill-De Anza Community College District, provided information regarding a survey the college district is conducting and provided written materials.

Yagil Hertzberg spoke regarding the Verizon cellphone tower under construction on Carlisle Way and requested the City to assist with addressing concerns with Verizon.

Tao Xin spoke regarding the Verizon cellphone tower under construction on Carlisle Way and expressed frustration and concerns over the project.

Helen Liang spoke regarding the Verizon cellphone tower under construction on Carlisle Way and expressed concerns regarding inconsistency in communications with City staff.

Mayor Hendricks made the following statement: I want to inform my colleagues of an item that is being added to next week's Council agenda. This item is to request the Council to direct staff to research and return to the Council with an ordinance that would raise the minimum age to 21 to purchase a centerfire semiautomatic rifle. It would exempt rimfire rifles. It would also exempt active duty military personnel. I will be asking my colleagues to not add other gun control options to this to keep it simple and straightforward. This item is not on our agenda today, so there is no discussion. The public hearing and discussion to direct staff to take this action will take place at our next Council meeting. Since this is not a discussion item I will hold my comments as to the need and value of this until next week. I didn't want to you or the public to be surprised when the agenda is published on Thursday. Please don't forget the Brown Act rules over the next week.

CONSENT CALENDAR

Councilmember Larsson reported Item 1.C would be pulled from the Consent Calendar.

MOTION: Councilmember Larsson moved and Councilmember Melton seconded the motion to approve Consent Calendar Items 1.A, 1.B, 1.D, and 1.E.

The motion carried by the following vote:

Yes: 6 - Mayor Hendricks
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

Absent: 1 - Vice Mayor Klein

1.A [18-0102](#) Approve City Council Meeting Minutes of February 6, 2018

Approve the City Council Meeting Minutes of February 6, 2018 as submitted.

- 1.B** [17-1087](#) 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** [18-0125](#) Authorize the Issuance of Three Purchase Orders for Networking Equipment for Colocation Facility and Additional IT Security Tools (F18-203, F18-204, F18-205)

Director of Finance Tim Kirby provided a brief report and stated a memo has been provided on the dais with a clarification to the staff recommendation language.

Public Hearing opened at 7:44 p.m.

No speakers.

Public Hearing closed at 7:44 p.m.

MOTION: Councilmember Smith moved and Councilmember Larsson seconded the motion to accept the staff recommendation as outlined in the memo: 1) Authorize the City Manager to issue three purchase orders, excluding sales tax, to IAS, Inc.: in the amount of \$757,789.84 for Cisco networking equipment (connectivity/communications), in the amount of \$513,590.30 for Palo Alto Networks networking equipment (firewalls/IT security subscription services), and in the amount of \$339,630.73 for NetApp Networks networking equipment (enterprise storage), in substantially the same form as Attachment 4; and 2) Authorize the City Manager to renew the maintenance and support for up to two additional years subject to available funding and acceptable pricing and services.

The motion carried by the following vote:

Yes: 6 - Mayor Hendricks
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

Absent: 1 - Vice Mayor Klein

- 1.D** [18-0104](#) Approve Budget Modification No. 41 to Appropriate \$50,000

from the Solid Waste Management Fund for Study Issue
ESD18-02 Planning for Post-2021 Solid Waste & Recycling
Collection Franchise

Approve Budget Modification No. 41 to appropriate \$50,000 from the Solid Waste Management Fund to fund a study of options for establishing the next franchise for solid waste and recycling collection services.

- 1.E** [18-0154](#) Adopt Ordinance No. 3131-18 Amending Section 19.68.040 (Accessory Dwelling Units) of Title 19 (Zoning) of the Sunnyvale Municipal Code

Adopt Ordinance No. 3131-18.

PUBLIC HEARINGS/GENERAL BUSINESS

- 2** [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

Planning Officer Andy Miner provided the staff report and a PowerPoint presentation. Director of Community Development Trudi Ryan provided additional information.

Public Hearing opened at 8:17 p.m.

Co-Applicant William Lei provided information about the project. Architect Rodger Griffin, Paragon Design Group, presented technical aspects of the project.

Zachary Kaufman spoke regarding the project.

Public Hearing closed at 8:27 p.m.

MOTION: Councilmember Melton moved and Councilmember Goldman seconded the motion to approve Alternative 2: Make the findings required by CEQA in Attachment 3, affirm the adoption of the Mitigated Negative Declaration and modify the decision of the Planning Commission to approve the Special Development Permit and Tentative Map with the recommended findings in Attachment 3 and modified conditions of approval in Attachment 4 with a modification to PS-1 to reinsert PS-1a, and on BP-5, remove the language that had been inserted about appropriate curb color.

Public Hearing was re-opened at 8:35 p.m.

Architect Rodger Griffin and Co-Applicant William Lei responded to questions.

Public Hearing closed at 8:40 p.m.

The motion carried by the following vote:

Yes: 5 - Mayor Hendricks
Councilmember Griffith
Councilmember Larsson
Councilmember Melton
Councilmember Goldman

No: 1 - Councilmember Smith

Absent: 1 - Vice Mayor Klein

- 3** [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

Transportation Manager Ria Hutabarat Lo provided the staff report and a PowerPoint presentation. City Attorney John Nagel, Interim Director of Public Works Wayne Tanda and Director of Finance Tim Kirby provided additional information.

Public Hearing opened at 9:06 p.m.

No speakers.

Public Hearing closed at 9:06 p.m.

MOTION: Councilmember Larsson moved and Councilmember Melton seconded the motion to approve Alternative 1: Authorize the City Manager to execute a contract amendment with Kimley Horn Associates in the amount of \$42,800 for the Mary Avenue Overcrossing Environmental Impact Report (EIR) to undertake additional work required by CEQA to designate a proposed project for the EIR, approve an increase in the contract contingency of \$4,756 and approve Budget Modification No. 40 in the amount of \$47,556.

FRIENDLY AMENDMENT: Mayor Hendricks offered a friendly amendment to allow staff to go back and take a look at their assumptions for community outreach, and based on feedback they received here, reevaluate if that might impact the timeline. Councilmember Larsson accepted the friendly amendment.

FRIENDLY AMENDMENT: Councilmember Griffith offered a friendly amendment to strongly encourage staff to look at multiple outreach meetings and to increase the budget authority by \$25,000.

Councilmember Larsson accepted the friendly amendment.

Following discussion, Mayor Hendricks clarified that the friendly amendment to the motion increases the budget modification to \$72,556.

The motion carried by the following vote:

Yes: 6 - Mayor Hendricks
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

Absent: 1 - Vice Mayor Klein

- 4 [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 and Reserving Public Utility Easements Therein

Interim Assistant Director of Public Works Jennifer Ng presented the staff report and a PowerPoint presentation. City Attorney John Nagel and City Manager Kent

Steffens provided additional information.

Public Hearing opened at 9:34 p.m.

Kira Od spoke regarding members of the public who use the parking lot at the location and requested Council consider other options to moving parking to Caribbean Drive.

Public Hearing closed at 9:37 p.m.

MOTION: Councilmember Griffith moved and Councilmember Larsson seconded the motion to approve Alternative 3: Take other action as Council deems appropriate: Adopt a resolution ordering the vacation of a portion of Borregas Avenue northerly of Carl Road, and a portion of Crossman Avenue, northerly of Caribbean Drive and reserve a public utility easements therein, and authorize the City Clerk to record a certified copy of the resolution to the Santa Clara County Recorder's office, and continue the hearing regarding the vacation of Carl Road until the hearing regarding the hearing on the Caribbean project comes to Council.

The motion carried by the following vote:

Yes: 6 - Mayor Hendricks
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

Absent: 1 - Vice Mayor Klein

- 5** [18-0182](#) Amend the Classification Plan to Add the Newly Established Classification of Assistant Director of Community Development and Amend the City's Salary Resolution to Update the Schedule of Pay to Include the Classification

Interim Director of Human Resources Tony Giles provided the staff report.

Public Hearing opened at 9:41 p.m.

No speakers.

Public Hearing closed at 9:41 p.m.

MOTION: Councilmember Larsson moved and Councilmember Smith seconded the motion to approve Alternative 1: Adopt Resolution amending Resolution Nos. 143 77 and 190 05 to Add a New Classification of Assistant Director of Community Development to the Classification Plan of the Civil Service, and amending the City's Salary Resolution to Update the Schedule of Pay to Include the New Classification.

The motion carried by the following vote:

Yes: 6 - Mayor Hendricks
Councilmember Griffith
Councilmember Larsson
Councilmember Smith
Councilmember Melton
Councilmember Goldman

No: 0

Absent: 1 - Vice Mayor Klein

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

Councilmember Smith reported her attendance at a High-Speed Rail update and a meeting of Silicon Valley Clean Energy in which she was re-appointed to the advocacy subcommittee and appointed to the executive committee.

NON-AGENDA ITEMS & COMMENTS

-Council

None.

-City Manager

City Manager Kent Steffens noted the Information Only Strategic Session Follow-Up item in the agenda packet.

INFORMATION ONLY REPORTS/ITEMS

[18-0103](#) Tentative Council Meeting Agenda Calendar

[18-0057](#) Information/Action Items

[18-0044](#) Boards and Commissions Semi-Annual Attendance Report,
July - December 2017 (Information Only)

- [18-0099](#) Board/Commission Resignations (Information Only)
- [18-0137](#) Strategic Session Follow-Up: Responses to Council Inquiries (Information Only)
- [18-0066](#) Board/Commission Meeting Minutes

ADJOURNMENT

Mayor Hendricks adjourned the meeting at 9:45 p.m.



City of Sunnyvale

Agenda Item

17-1088

Agenda Date: 3/6/2018

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
908	02-11-18 through 02-17-18	\$1,476,437.86

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: Kenn Lee, Assistant 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

2/20/2018

City of Sunnyvale

LIST # 908

Page 1

List of All Claims and Bills Approved for Payment
For Payments Dated 2/11/2018 through 2/17/2018

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx299717	2/13/18	ACCESS HARDWARE	5679195-IN	Bldg Maint Matls & Supplies	469.46	0.00	469.46	\$743.41
			5679231-IN	Bldg Maint Matls & Supplies	148.20	0.00	148.20	
			5679703-IN	Bldg Maint Matls & Supplies	125.75	0.00	125.75	
xxx299718	2/13/18	ACCLAMATION INSURANCE MANAGEMENT	109333	Workers' Compensation - Administration	25,320.83	0.00	25,320.83	\$25,320.83
xxx299719	2/13/18	ACUSHNET CO	905255630	Inventory Purchase	1,830.45	35.52	1,794.93	\$2,812.95
			905263956	Inventory Purchase	265.31	5.04	260.27	
			905264214	Inventory Purchase	509.26	10.08	499.18	
			905278054	Inventory Purchase	263.61	5.04	258.57	
xxx299720	2/13/18	AIRGAS USA LLC	9070838126	Miscellaneous Equipment Parts & Supplies	27.20	0.00	27.20	\$3,291.18
			9070977227	Miscellaneous Equipment Parts & Supplies	108.34	0.00	108.34	
			9070977228	Miscellaneous Equipment Parts & Supplies	142.06	0.00	142.06	
			9071074611	Miscellaneous Equipment Parts & Supplies	562.32	0.00	562.32	
			9071094598	Miscellaneous Equipment Parts & Supplies	167.67	0.00	167.67	
			9071140242	General Supplies	695.25	0.00	695.25	
			9949857268	General Supplies	214.40	0.00	214.40	
			9950520413	Equipment Rental/Lease	686.97	0.00	686.97	
			9951224819	Equipment Rental/Lease	686.97	0.00	686.97	
xxx299723	2/13/18	APPLEONE EMPLOYMENT SERVICES	01-4742658	Contracts/Service Agreements	1,540.58	0.00	1,540.58	\$15,992.09
			01-4742658	Travel Expenses - Mileage	1.02	0.00	1.02	
			01-4742659	Contracts/Service Agreements	7,101.35	0.00	7,101.35	
			01-4742659	Travel Expenses - Mileage	4.69	0.00	4.69	
			01-4749399	Contracts/Service Agreements	923.11	0.00	923.11	
			01-4749399	Travel Expenses - Mileage	1.85	0.00	1.85	
			01-4749400	Contracts/Service Agreements	6,406.68	0.00	6,406.68	
			01-4749400	Travel Expenses - Mileage	12.81	0.00	12.81	
xxx299727	2/13/18	BAKER & TAYLOR	4012131343	Library Acquisitions, Books	593.95	0.00	593.95	\$599.06
			4012131343	Library Materials Preprocessing	5.11	0.00	5.11	
xxx299728	2/13/18	BAY AREA POLYGRAPH	800	Investigation Expense	2,925.00	0.00	2,925.00	\$2,925.00

List of All Claims and Bills Approved for Payment
For Payments Dated 2/11/2018 through 2/17/2018

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx299729	2/13/18	BAY-VALLEY PEST CONTROL INC	0234350	Services Maintain Land Improv	58.00	0.00	58.00	\$187.00
			0234935	Facilities Maintenance & Repair Labor	64.00	0.00	64.00	
			0234947	Facilities Maintenance & Repair Labor	65.00	0.00	65.00	
xxx299730	2/13/18	BERTRAND FOX ELLIOT OSMAN & WENZEL	28210	General Supplies	3,916.75	0.00	3,916.75	\$3,916.75
xxx299731	2/13/18	BROWNELLS INC	15191479.00	General Supplies	686.25	0.00	686.25	\$686.25
xxx299732	2/13/18	BUCKLES-SMITH ELECTRIC CO	3059136-00	Electrical Parts & Supplies	494.45	0.00	494.45	\$494.45
xxx299733	2/13/18	BURKE WILLIAMS & SORENSEN LLP	222623	Legal Services	1,098.50	0.00	1,098.50	\$1,098.50
xxx299734	2/13/18	COSIPA	2018-JMORIMO TO	Membership Fees	150.00	0.00	150.00	\$150.00
xxx299735	2/13/18	CALIFORNIA DEPARTMENT OF TAX AND ADMIN	SEPT-DEC2017	Taxes & Licenses - Misc	1,299.26	0.00	1,299.26	\$1,299.26
xxx299736	2/13/18	CALLANDER ASSOC	15045-24	Architectural and Design Services	3,036.33	0.00	3,036.33	\$3,615.53
			15045-25	Architectural and Design Services	579.20	0.00	579.20	
xxx299737	2/13/18	CALTRONICS BUSINESS SYSTEMS	2436578	Misc Equip Maint & Repair - Labor	186.39	0.00	186.39	\$186.39
xxx299738	2/13/18	CAROLLO ENGINEERS	0162647-REVISE	Engineering Services	135,034.69	0.00	135,034.69	\$135,034.69
xxx299739	2/13/18	CENTURY GRAPHICS	47950	Clothing, Uniforms & Access	760.04	0.00	760.04	\$2,926.44
			47956	Clothing, Uniforms & Access	10.90	0.00	10.90	
			47957	Clothing, Uniforms & Access	574.69	0.00	574.69	
			47958	Clothing, Uniforms & Access	183.12	0.00	183.12	
			48011	Clothing, Uniforms & Access	250.22	0.00	250.22	
			48012	Clothing, Uniforms & Access	224.77	0.00	224.77	
			48024	Clothing, Uniforms & Access	383.29	0.00	383.29	
			48025	Clothing, Uniforms & Access	139.02	0.00	139.02	
			48228	Clothing, Uniforms & Access	82.10	0.00	82.10	
			48231	Clothing, Uniforms & Access	82.10	0.00	82.10	
			48236	Clothing, Uniforms & Access	236.19	0.00	236.19	
xxx299740	2/13/18	CHEMSEARCH	2974070	Chemicals	4,380.22	0.00	4,380.22	\$7,650.22
			3006896	Chemicals	3,270.00	0.00	3,270.00	
xxx299742	2/13/18	CONEXWEST	62720	Equipment Rental/Lease	81.75	0.00	81.75	\$81.75
xxx299743	2/13/18	COSMOPOLITAN CATERING LLC	A0222213018	Employee Recognition Expenses	17,978.20	0.00	17,978.20	\$17,978.20
xxx299744	2/13/18	CRESCENT TERRACE INC	DRAW#9	Customer Loans Disbursed	81,307.68	0.00	81,307.68	\$81,307.68

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Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx299745	2/13/18	CROP PRODUCTION SERVICES INC	34906451	Materials - Land Improve	466.96	0.00	466.96	\$466.96
xxx299746	2/13/18	DELL MARKETING LP	10220340473	Computer Hardware	855.56	0.00	855.56	\$3,201.10
			10220340481	Computer Hardware	855.56	0.00	855.56	
			10221401619	Computer Hardware	1,489.98	0.00	1,489.98	
xxx299747	2/13/18	DOWNEY BRAND LLP	520016	Legal Services	595.00	0.00	595.00	\$595.00
xxx299748	2/13/18	EMPIRE SAFETY & SUPPLY	0091825-IN	Inventory Purchase	48.14	0.00	48.14	\$48.14
xxx299749	2/13/18	EUPHRAT MUSEUM OF ART	183	Rec Instructors/Officials	3,750.00	0.00	3,750.00	\$3,750.00
xxx299750	2/13/18	FAST RESPONSE ON-SITE TESTING INC	150127	Training and Conferences	170.00	0.00	170.00	\$170.00
xxx299751	2/13/18	FOSTER BROS SECURITY SYSTEMS INC	296051	Bldg Maint Matls & Supplies	509.58	0.00	509.58	\$509.58
xxx299752	2/13/18	GALE/CENGAGE LEARNING	62916449	Library Acquisitions, Books	51.44	0.00	51.44	\$51.44
xxx299753	2/13/18	GENUENT LLC	257377	Professional Services	2,496.00	0.00	2,496.00	\$4,992.00
			257506	Professional Services	2,496.00	0.00	2,496.00	
xxx299754	2/13/18	GEORGE HILLS CO INC	INV1012370	Liability Claims Adjustor	93.70	0.00	93.70	\$6,843.70
			INV1012393	Liability Claims Adjustor	6,750.00	0.00	6,750.00	
xxx299755	2/13/18	GLOBAL ACCESS INC	16081	Software As a Service	236.00	0.00	236.00	\$236.00
xxx299756	2/13/18	GOLDFARB LIPMAN ATTORNEYS	125702	Legal Services	518.29	0.00	518.29	\$1,024.29
			125862	Legal Services	506.00	0.00	506.00	
xxx299757	2/13/18	H K AVERY CONSTRUCTION	2017	Miscellaneous Services	2,760.00	0.00	2,760.00	\$9,370.00
			2318	Miscellaneous Services	6,500.00	0.00	6,500.00	
			ASZYCHOWSKI	Miscellaneous Equipment Parts & Supplies	110.00	0.00	110.00	
xxx299758	2/13/18	HUMANE SOCIETY SILICON VALLEY	125388	Contracts/Service Agreements	24,638.95	0.00	24,638.95	\$24,638.95
xxx299759	2/13/18	INTERNATIONAL MANAGEMENT SYSTEMS	8076	Professional Services	9,600.00	0.00	9,600.00	\$20,650.00
			8077	Professional Services	11,050.00	0.00	11,050.00	
xxx299760	2/13/18	INTERNATIONAL TREE EXPERTS	D14646	Services Maintain Land Improv	14,757.30	0.00	14,757.30	\$14,757.30
xxx299761	2/13/18	J N ABBOTT DISTRIBUTOR INC	266513	Fuel, Oil & Lubricants	5,176.75	0.00	5,176.75	\$5,176.75
xxx299762	2/13/18	JIM RUIZ	CASE#18-435	Investigation Expense	600.00	0.00	600.00	\$600.00
xxx299763	2/13/18	JOHNSON ROBERTS & ASSOC INC	134613	Investigation Expense	15.50	0.00	15.50	\$41.50
			134702	Investigation Expense	26.00	0.00	26.00	
xxx299764	2/13/18	KELLY MOORE PAINT CO INC	820-345975	Bldg Maint Matls & Supplies	186.15	0.00	186.15	\$186.15
xxx299765	2/13/18	KENNEDY JENKS CONSULTANTS	119069	Engineering Services	8,336.25	0.00	8,336.25	\$8,336.25
xxx299767	2/13/18	KOHLWEISS AUTO PARTS INC	01PO4407	Inventory Purchase	463.79	9.28	454.51	\$466.77

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For Payments Dated 2/11/2018 through 2/17/2018

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			01PO6366	Inventory Purchase	12.51	0.25	12.26	
xxx299768	2/13/18	L N CURTIS & SONS INC	INV157774	Inventory Purchase	426.65	0.00	426.65	\$426.65
xxx299769	2/13/18	LC ACTION POLICE SUPPLY	378132	General Supplies	98.05	0.00	98.05	\$98.05
xxx299770	2/13/18	LPS TACTICAL & PERSONAL SECURITY SUPPLY	7259A	Clothing, Uniforms & Access	526.05	0.00	526.05	\$3,099.38
			7768A	Clothing, Uniforms & Access	526.05	0.00	526.05	
			7903A	Clothing, Uniforms & Access	567.18	0.00	567.18	
			7913A	Clothing, Uniforms & Access	490.44	0.00	490.44	
			7921A	Clothing, Uniforms & Access	461.61	0.00	461.61	
			7925A	Clothing, Uniforms & Access	528.05	0.00	528.05	
xxx299771	2/13/18	LAW ENFORCEMENT PSYCHOLOGICAL SERV INC	1801777	Investigation Expense	1,215.00	0.00	1,215.00	\$2,975.00
			1801778	Investigation Expense	1,600.00	0.00	1,600.00	
			1801782	Investigation Expense	160.00	0.00	160.00	
xxx299772	2/13/18	LAWSON PRODUCTS INC	9305578966	Miscellaneous Equipment Parts & Supplies	551.18	0.00	551.18	\$551.18
xxx299773	2/13/18	LEHR AUTO ELECTRIC	01 141551	Parts, Vehicles & Motor Equip	148.02	0.00	148.02	\$764.06
			01 141750	Vehicles & Motorized Equip	284.53	0.00	284.53	
			SI10945	Parts, Vehicles & Motor Equip	331.51	0.00	331.51	
xxx299774	2/13/18	LIEBERT CASSIDY WHITMORE	1453165	Legal Services	81.00	0.00	81.00	\$81.00
xxx299775	2/13/18	MAHAN AND SONS INC	1547	Services Maintain Land Improv	1,000.00	0.00	1,000.00	\$1,000.00
xxx299776	2/13/18	MALLORY SAFETY & SUPPLY LLC	4394103	Inventory Purchase	134.89	0.00	134.89	\$134.89
xxx299777	2/13/18	MANSFIELD OIL CO	672109	Inventory Purchase	18,333.32	0.00	18,333.32	\$18,333.32
xxx299778	2/13/18	MAZE & ASSOC	26813	Financial Services	6,287.00	0.00	6,287.00	\$6,287.00
xxx299779	2/13/18	MCMaster CARR SUPPLY CO	55632440	Miscellaneous Equipment Parts & Supplies	15.00	0.00	15.00	\$293.21
			55855554	Hand Tools	126.30	0.00	126.30	
			55897715	Electrical Parts & Supplies	166.91	0.00	166.91	
			65632440REV	Miscellaneous Equipment Parts & Supplies	-15.00	0.00	-15.00	
xxx299780	2/13/18	MIDWEST TAPE	95769644	Library Acquis, Audio/Visual	579.21	0.00	579.21	\$1,126.88
			95769869	Library Acquis, Audio/Visual	547.67	0.00	547.67	
xxx299781	2/13/18	MIRACLE PLAY SYSTEMS	F2017-1093	Materials - Land Improve	336.07	0.00	336.07	\$336.07
xxx299782	2/13/18	MISSION LINEN SUPPLY	506472870	Laundry & Cleaning Services	53.39	0.00	53.39	\$1,849.05
			506480655	Laundry & Cleaning Services	43.18	0.00	43.18	
			506489827	Laundry & Cleaning Services	54.30	0.00	54.30	

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			506489828	Laundry & Cleaning Services	76.54	0.00	76.54	
			506489831	Laundry & Cleaning Services	76.54	0.00	76.54	
			506489832	Laundry & Cleaning Services	60.96	0.00	60.96	
			506514482	Laundry & Cleaning Services	53.39	0.00	53.39	
			506526747	Laundry & Cleaning Services	43.18	0.00	43.18	
			506529040	Laundry & Cleaning Services	54.30	0.00	54.30	
			506529041	Laundry & Cleaning Services	76.54	0.00	76.54	
			506529044	Laundry & Cleaning Services	76.54	0.00	76.54	
			506529045	Laundry & Cleaning Services	63.74	0.00	63.74	
			506557078	Laundry & Cleaning Services	53.39	0.00	53.39	
			506564908	Laundry & Cleaning Services	54.30	0.00	54.30	
			506573454	Laundry & Cleaning Services	54.30	0.00	54.30	
			506573455	Laundry & Cleaning Services	76.54	0.00	76.54	
			506573458	Laundry & Cleaning Services	76.54	0.00	76.54	
			506573459	Laundry & Cleaning Services	60.96	0.00	60.96	
			506601433	Laundry & Cleaning Services	58.43	0.00	58.43	
			506610686	Laundry & Cleaning Services	43.18	0.00	43.18	
			506620961	Laundry & Cleaning Services	54.30	0.00	54.30	
			506620962	Laundry & Cleaning Services	76.54	0.00	76.54	
			506620965	Laundry & Cleaning Services	76.54	0.00	76.54	
			506620966	Laundry & Cleaning Services	60.96	0.00	60.96	
			506658794	Laundry & Cleaning Services	53.39	0.00	53.39	
			506667243	Laundry & Cleaning Services	48.74	0.00	48.74	
			506677276	Laundry & Cleaning Services	54.30	0.00	54.30	
			506677277	Laundry & Cleaning Services	76.54	0.00	76.54	
			506677280	Laundry & Cleaning Services	76.54	0.00	76.54	
			506677281	Laundry & Cleaning Services	60.96	0.00	60.96	
xxx299785	2/13/18	NI GOVERNMENT SERVICES INC	7101183891	Miscellaneous Services	78.77	0.00	78.77	\$78.77
xxx299786	2/13/18	NET TRANSCRIPTS INC	0013608-IN	Investigation Expense	89.55	0.00	89.55	\$469.64
			0014862-IN	Investigation Expense	310.44	0.00	310.44	
			0015079-IN	Investigation Expense	17.91	0.00	17.91	

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			0015524-IN	Investigation Expense	51.74	0.00	51.74	
xxx299787	2/13/18	OCLC INC	0000579763	Lib Database Services (OCLC)	2,248.23	0.00	2,248.23	\$2,248.23
xxx299788	2/13/18	PRN ERGONOMIC SERVICES	18010038	Occupational Health and Safety Services - Other	1,230.00	0.00	1,230.00	\$1,230.00
xxx299789	2/13/18	PACIFIC TIDES CONSULTING LLC	EMO 2-18	Consultants	1,339.50	0.00	1,339.50	\$1,339.50
xxx299790	2/13/18	PETERSON POWER SYSTEMS INC	R3224402	Equipment Rental/Lease	10,168.57	0.00	10,168.57	\$12,600.14
			R32244026	Equipment Rental/Lease	2,431.57	0.00	2,431.57	
			SB240013464	Equipment Rental/Lease	-8,925.81	0.00	-8,925.81	
			SW240144823	Equipment Rental/Lease	8,925.81	0.00	8,925.81	
xxx299791	2/13/18	PINE CONE LUMBER CO INC	741664	Inventory Purchase	1,174.25	11.74	1,162.51	\$1,362.06
			742138	Hand Tools	59.98	0.00	59.98	
			742569	Hand Tools	139.57	0.00	139.57	
xxx299792	2/13/18	R & R PRODUCTS INC	CD2177240	Miscellaneous Equipment Parts & Supplies	200.76	0.00	200.76	\$200.76
xxx299793	2/13/18	REED & GRAHAM INC	910319	Materials - Land Improve	118.75	5.94	112.81	\$15,248.82
			910519	Materials - Land Improve	3,593.25	171.11	3,422.14	
			910613	Materials - Land Improve	4,950.60	235.74	4,714.86	
			910705	Materials - Land Improve	4,270.63	203.36	4,067.27	
			910787	Materials - Land Improve	3,078.33	146.59	2,931.74	
xxx299794	2/13/18	REEDS INDOOR RANGE	522407	Real Property Rental/Lease	60.00	0.00	60.00	\$60.00
xxx299795	2/13/18	REFRIGERATION SUPPLIES DISTRIBUTOR	38383766-00	Bldg Maint Matls & Supplies	178.76	0.00	178.76	\$178.76
xxx299796	2/13/18	RICHARD KIM	SMS-B3-1K	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
xxx299797	2/13/18	SAFEWAY INC	435130-011818	Food Products	99.68	0.00	99.68	\$281.26
			723901-013118	Food Products	14.97	0.00	14.97	
			726782-020618	Food Products	43.23	0.00	43.23	
			800977-020618	General Supplies	42.95	0.00	42.95	
			808299-020118	Food Products	32.02	0.00	32.02	
			809900-011618	Food Products	48.41	0.00	48.41	
xxx299798	2/13/18	SIERRA PACIFIC TURF SUPPLY INC	0517900-IN	Materials - Land Improve	3,583.37	0.00	3,583.37	\$4,462.84
			0519073-IN	Materials - Land Improve	160.23	0.00	160.23	
			0519475-IN	Materials - Land Improve	719.24	0.00	719.24	
xxx299799	2/13/18	SMART & FINAL INC	051833-013018	General Supplies	29.72	0.00	29.72	\$29.72
xxx299800	2/13/18	SUNNYVALE DOWNTOWN ASSN						\$9,828.19

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			2017JAZZBYD	Miscellaneous Services	9,828.19	0.00	9,828.19	
xxx299801	2/13/18	SUPPLYWORKS	427078894	Inventory Purchase	124.16	0.00	124.16	\$2,003.68
			427426416	Inventory Purchase	148.24	0.00	148.24	
			427916093	Inventory Purchase	53.37	0.19	53.18	
			428269526	Inventory Purchase	1,705.41	15.54	1,689.87	
			428410112	Inventory Purchase	-11.77	0.00	-11.77	
xxx299802	2/13/18	TMT ENTERPRISES INC	93608	Materials - Land Improve	4,273.70	0.00	4,273.70	\$4,273.70
xxx299803	2/13/18	TAYLORMADE GOLF CO	32979945	Inventory Purchase	1,552.80	30.10	1,522.70	\$1,522.70
xxx299804	2/13/18	TOGOS EATERY	541042	Food Products	93.90	0.00	93.90	\$93.90
xxx299805	2/13/18	TWIN OAKS RANCH MFG & SUPPLY	1217	Canine Program Expenditures	1,115.10	0.00	1,115.10	\$1,115.10
xxx299806	2/13/18	UNITED SITE SERVICES INC	11-6223595	Equipment Rental/Lease	178.78	0.00	178.78	\$178.78
xxx299807	2/13/18	V & A CONSULTING ENGINEERS	17369	Engineering Services	4,590.73	0.00	4,590.73	\$4,590.73
xxx299808	2/13/18	VERDE DESIGN INC	7-1619400	Consultants	672.50	0.00	672.50	\$672.50
xxx299809	2/13/18	W G FRITZ CONSTRUCTION INC	3857	Facilities Equipment	13,780.17	0.00	13,780.17	\$13,780.17
xxx299810	2/13/18	WAITER.COM INC	H1107588288	Food Products	156.76	0.00	156.76	\$156.76
xxx299811	2/13/18	OSCAR TREJOS-SALAZAR	17-2019	Return of Seized, Forfeiture or Found Funds	40.29	0.00	40.29	\$40.29
xxx299812	2/13/18	COMPASS ENGINEERING CONTRACTOR	191113-76812	Refund Utility Account Credit	4,086.75	0.00	4,086.75	\$4,086.75
xxx299813	2/15/18	AT&T	000010902202	Utilities - Telephone	1,249.26	0.00	1,249.26	\$2,500.94
			000010902204	Utilities - Telephone	1,251.68	0.00	1,251.68	
xxx299814	2/15/18	AARON'S INDUSTRIAL PUMPING	12/14/2017	Facilities Maintenance & Repair Labor	170.00	0.00	170.00	\$170.00
xxx299815	2/15/18	ADVANCED CHEMICAL TRANSPORT INC	174015	HazMat Disposal - Hazardous Waste Disposal	419.49	0.00	419.49	\$419.49
xxx299816	2/15/18	AGILENT TECHNOLOGIES INC	114238755	General Supplies	1,284.03	0.00	1,284.03	\$1,284.03
xxx299817	2/15/18	AIRGAS USA LLC	9951224820	Equipment Rental/Lease	184.77	0.00	184.77	\$184.77
xxx299818	2/15/18	ALPINE AWARDS INC	5523341	Clothing, Uniforms & Access	968.47	0.00	968.47	\$1,331.99
			5523610	Clothing, Uniforms & Access	104.10	0.00	104.10	
			5523719	Clothing, Uniforms & Access	22.13	0.00	22.13	
			5523894	Clothing, Uniforms & Access	237.29	0.00	237.29	
xxx299819	2/15/18	AMERICAN RED CROSS	22061764	Supplies, First Aid	135.00	0.00	135.00	\$207.00
			22073429	Supplies, First Aid	72.00	0.00	72.00	
xxx299820	2/15/18	AMFASOFT CORP	JENNY-01	DED Services/Training - Training	5,400.00	0.00	5,400.00	\$5,400.00

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xxx299821	2/15/18	ASH EQUIPMENT CO INC	23695	Misc Equip Maint & Repair - Labor	424.49	0.00	424.49	\$424.49
xxx299822	2/15/18	AVERY ASSOC INC	2308	Professional Services	9,900.00	0.00	9,900.00	\$9,900.00
xxx299823	2/15/18	AXON ENTERPRISE INC	SI1519135	General Supplies	3,488.00	0.00	3,488.00	\$5,232.00
			SI1521131	General Supplies	1,744.00	0.00	1,744.00	
xxx299824	2/15/18	BARA INFOWARE INC	1926	General Supplies	13,064.00	0.00	13,064.00	\$13,064.00
xxx299825	2/15/18	BAUER COMPRESSORS INC	0000235616	Clothing, Uniforms & Access	846.15	0.00	846.15	\$1,128.20
			0000235832	Clothing, Uniforms & Access	282.05	0.00	282.05	
xxx299826	2/15/18	BAY AREA NEWS GROUP DIGITAL FIRST MEDIA	0006077414	Advertising Services	271.00	0.00	271.00	\$271.00
xxx299827	2/15/18	BERTRAND FOX ELLIOT OSMAN & WENZEL	28208	Legal Services	6,258.87	0.00	6,258.87	\$6,258.87
xxx299828	2/15/18	BLUE SKY ENVIRONMENTAL LLC	17186	Equipment Maintenance & Repair Labor	1,968.00	0.00	1,968.00	\$1,968.00
xxx299829	2/15/18	BOUND TREE MEDICAL LLC	82754655	Supplies, First Aid	5,744.92	0.00	5,744.92	\$5,765.04
			82756228	Supplies, First Aid	20.12	0.00	20.12	
xxx299830	2/15/18	BRODART CO	490788	General Supplies	300.44	0.00	300.44	\$300.44
xxx299831	2/15/18	CORT	6244091	Misc Office Equip Rental	429.64	0.00	429.64	\$429.64
xxx299832	2/15/18	CALIFORNIA DEPARTMENT OF TAX AND ADMIN	2017-36022885	Taxes & Licenses - Misc	224.00	0.00	224.00	\$224.00
xxx299833	2/15/18	CALIFORNIA SPORTS CENTER	1/25/18-JMICEL	Refund Recreation Fees	77.00	0.00	77.00	\$77.00
xxx299834	2/15/18	CALTRONICS BUSINESS SYSTEMS	2450577	Equipment Rental/Lease	13,684.84	0.00	13,684.84	\$13,684.84
xxx299835	2/15/18	CARBONIC SERVICE INC	126107	Equipment Rental/Lease	226.72	0.00	226.72	\$226.72
xxx299836	2/15/18	CENTURY GRAPHICS	48347	Clothing, Uniforms & Access	73.91	0.00	73.91	\$73.91
xxx299837	2/15/18	CORIX WATER PRODUCTS US INC	17813001867	Materials - Land Improve	392.40	0.00	392.40	\$14,823.67
			17813001960	Materials - Land Improve	2,192.52	0.00	2,192.52	
			17813002103	Inventory Purchase	32.71	0.00	32.71	
			17813002105	Water Meters	524.25	0.00	524.25	
			17813002198	Materials - Land Improve	44.03	0.00	44.03	
			17813002297	Water Meters	532.33	0.00	532.33	
			17813002981	Construction Services	1,147.16	0.00	1,147.16	
			17813002985	Materials - Land Improve	563.76	0.00	563.76	
			17813003213	Inventory Purchase	9,481.50	86.99	9,394.51	
xxx299838	2/15/18	CYBERSOURCE CORP	235958392455	Software As a Service	75.00	0.00	75.00	\$75.00

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xxx299839	2/15/18	DAHLIN GROUP	1703-260	Consultants	535.38	0.00	535.38	\$24,098.58
			1710-129	Consultants	23,563.20	0.00	23,563.20	
xxx299840	2/15/18	EP 21	0056901-IN	General Supplies	35.34	0.00	35.34	\$35.34
xxx299841	2/15/18	ESBRO	47097	Chemicals	1,552.41	0.00	1,552.41	\$3,149.05
			47514	Chemicals	1,596.64	0.00	1,596.64	
xxx299842	2/15/18	ESPINOZA TREE SERVICE	0261	Professional Services	700.00	0.00	700.00	\$700.00
xxx299843	2/15/18	EUPHRAT MUSEUM OF ART	181	Rec Instructors/Officials	533.33	0.00	533.33	\$533.33
xxx299844	2/15/18	FERGUSON ENTERPRISES INC 1423	1344558	Construction Services	715.64	0.00	715.64	\$715.64
xxx299845	2/15/18	FIRE & RISK ALLIANCE LLC	132-001-19	Miscellaneous Services	20,550.90	0.00	20,550.90	\$20,550.90
xxx299846	2/15/18	FOSTER BROS SECURITY SYSTEMS INC	295419	Facilities Maint & Repair - Labor	69.69	0.00	69.69	\$178.08
			296009	Bldg Maint Matls & Supplies	36.97	0.00	36.97	
			296249	General Supplies	71.42	0.00	71.42	
xxx299847	2/15/18	GARDENLAND POWER EQUIPMENT	540140	Materials - Land Improve	314.59	0.00	314.59	\$6,575.53
			541582	Clothing, Uniforms & Access	287.96	0.00	287.96	
			541582	Miscellaneous Equipment Parts & Supplies	287.96	0.00	287.96	
			541587	Miscellaneous Equipment Parts & Supplies	14.15	0.00	14.15	
			541759	Clothing, Uniforms & Access	172.06	0.00	172.06	
			541759	General Supplies	663.06	0.00	663.06	
			541759	Hand Tools	253.40	0.00	253.40	
			541760	Supplies, Safety	102.59	0.00	102.59	
			541822	Misc Equip Maint & Repair - Materials	179.57	0.00	179.57	
			542430	Hand Tools	205.99	0.00	205.99	
			544422	General Supplies	1,429.65	0.00	1,429.65	
			544900	Miscellaneous Equipment Parts & Supplies	997.51	0.00	997.51	
			545911	Misc Equip Maint & Repair - Labor	149.37	0.00	149.37	
			545912	Misc Equip Maint & Repair - Labor	196.07	0.00	196.07	
			545913	Hand Tools	61.02	0.00	61.02	
			546239	Hand Tools	667.52	0.00	667.52	
			546240	Hand Tools	593.06	0.00	593.06	
xxx299849	2/15/18	GOLDEN GATE MECHANICAL INC	32745	Facilities Maintenance & Repair Labor	367.50	0.00	367.50	\$367.50
xxx299850	2/15/18	GOLDFARB LIPMAN ATTORNEYS	125703	Legal Services	2,872.00	0.00	2,872.00	\$2,872.00

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xxx299851	2/15/18	GRAINGER	9691813316	Inventory Purchase	625.35	0.00	625.35	\$625.35
xxx299852	2/15/18	GREENESPORT ASSN	COL112917VOL	Rec Instructors/Officials	570.00	0.00	570.00	\$1,480.00
			SUN112917VOL	Rec Instructors/Officials	910.00	0.00	910.00	
xxx299853	2/15/18	HYBRID COMMERCIAL PRINTING INC	26412	Printing & Related Services	490.50	0.00	490.50	\$490.50
xxx299854	2/15/18	ICAND PROMOTIONS	8438	Clothing, Uniforms & Access	513.90	0.00	513.90	\$1,315.48
			8448	Clothing, Uniforms & Access	801.58	0.00	801.58	
xxx299855	2/15/18	INTERIORS & TEXTILES CORP	340	Bldg Maint Matls & Supplies	4,962.39	0.00	4,962.39	\$4,962.39
xxx299856	2/15/18	INTERNATIONAL CODE COUNCIL INC	1000854741	Books & Publications	1,102.99	0.00	1,102.99	\$1,102.99
xxx299857	2/15/18	JERONIMOS LITHOCRAFT	18-10205	Printing & Related Services	152.60	0.00	152.60	\$152.60
xxx299858	2/15/18	JOANNE BOND COACHING	3471	City Training Program	2,500.00	0.00	2,500.00	\$2,500.00
xxx299859	2/15/18	KOHLWEISS AUTO PARTS INC	01PO6516	Inventory Purchase	947.03	18.94	928.09	\$928.09
xxx299860	2/15/18	LYNGSO GARDEN MATERIALS INC	944192	Materials - Land Improve	540.86	0.00	540.86	\$540.86
xxx299861	2/15/18	MIDWEST TAPE	95786089	Library Acquis, Audio/Visual	187.80	0.00	187.80	\$1,478.45
			95786368	Library Acquis, Audio/Visual	1,028.79	0.00	1,028.79	
			95786369	Library Acquis, Audio/Visual	261.86	0.00	261.86	
xxx299862	2/15/18	MUNIQUEIP LLC	104050	Miscellaneous Equipment Parts & Supplies	8,265.66	0.00	8,265.66	\$8,265.66
xxx299863	2/15/18	OMEGA ENGRAVING	215776	General Supplies	119.00	0.00	119.00	\$119.00
xxx299864	2/15/18	OVERDRIVE INC	910CO18021100	Library Periodicals/Databases	3,063.08	0.00	3,063.08	\$3,123.08
			910DA18023983	Library Periodicals/Databases	60.00	0.00	60.00	
xxx299865	2/15/18	P&R PAPER SUPPLY CO INC	30174136-00	Inventory Purchase	1,098.72	0.00	1,098.72	\$3,244.60
			30174136-01	Inventory Purchase	70.17	0.00	70.17	
			30175095-00	Inventory Purchase	2,075.71	0.00	2,075.71	
xxx299866	2/15/18	PAN ASIAN PUBLICATIONS INC	U-15479	Library Acquisitions, Books	603.15	0.00	603.15	\$2,959.80
			U-15480	Library Acquis, Audio/Visual	554.05	0.00	554.05	
			U-15482	Library Acquis, Audio/Visual	1,802.60	0.00	1,802.60	
xxx299867	2/15/18	PINE CONE LUMBER CO INC	739260	Materials - Land Improve	68.64	0.00	68.64	\$68.64
xxx299868	2/15/18	PREFERRED BENEFIT INSURANCE ADMIN INC	EIA23528	Insurances - Dental	65,695.60	0.00	65,695.60	\$65,695.60
xxx299869	2/15/18	RFSIGNALMAN	856	Contracts/Service Agreements	6,000.00	0.00	6,000.00	\$6,000.00
xxx299870	2/15/18	RANGE SERVANT AMERICA INC	85052	General Supplies	5,493.67	0.00	5,493.67	\$5,493.67
xxx299871	2/15/18	RAYVERN LIGHTING SUPPLY CO INC	55036-1	Inventory Purchase	59.90	0.00	59.90	\$337.19

List of All Claims and Bills Approved for Payment
For Payments Dated 2/11/2018 through 2/17/2018

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
			55477-0	Inventory Purchase	277.29	0.00	277.29	
xxx299872	2/15/18	ROSS RECREATION EQUIPMENT CO INC	I12273	Materials - Land Improve	574.44	0.00	574.44	\$574.44
xxx299873	2/15/18	SANTA CLARA COUNTY POLICE CHIEFS ASSN	041218-041318	Training and Conferences	1,100.00	0.00	1,100.00	\$1,100.00
xxx299874	2/15/18	SANTA CLARA VLY TRANSPORTATION AUTHORITY	1800023842	Engineering Services	503,807.55	0.00	503,807.55	\$503,807.55
xxx299875	2/15/18	SECURITY ALERT SYSTEMS OF CALIFORNIA INC	070908	Facilities Maintenance & Repair Labor	225.00	0.00	225.00	\$225.00
xxx299876	2/15/18	SIGLER WHOLESALE DISTRIBUTORS	INVSJ18001960	Bldg Maint Matls & Supplies	175.23	0.00	175.23	\$175.23
xxx299877	2/15/18	STATCOMM INC	125750	Facilities Maintenance & Repair Labor	181.50	0.00	181.50	\$181.50
xxx299878	2/15/18	STEVE MASON CONCRETE CONSTRUCTION INC	3305	Bldg Maint Matls & Supplies	1,800.00	0.00	1,800.00	\$1,800.00
xxx299879	2/15/18	STEVENS CREEK QUARRY INC	1689	Materials - Land Improve	1,306.92	0.00	1,306.92	\$1,386.36
			1697	Materials - Land Improve	79.44	0.00	79.44	
xxx299880	2/15/18	STUDIO EM GRAPHIC DESIGN	16964	Graphics Services	844.75	0.00	844.75	\$844.75
xxx299881	2/15/18	SUBURBAN PROPANE	2289260	Fuel, Oil & Lubricants	34.33	0.00	34.33	\$34.33
xxx299882	2/15/18	SUPPLYWORKS	428435416	Inventory Purchase	160.10	1.47	158.63	\$158.63
xxx299883	2/15/18	TRISTAR RISK MANAGEMENT	103289	Workers' Compensation - Claims	3,820.84	0.00	3,820.84	\$3,820.84
xxx299884	2/15/18	TORO CO	191036285	Materials - Land Improve	325.04	0.00	325.04	\$1,345.04
			191099920	Materials - Land Improve	1,020.00	0.00	1,020.00	
xxx299885	2/15/18	TRACI OBERMAN	SMS-B3-8BV	Rec Instructors/Officials	1,000.00	0.00	1,000.00	\$1,000.00
xxx299886	2/15/18	TURF & INDUSTRIAL EQUIPMENT CO	IV24410	Misc Equip Maint & Repair - Materials	39.02	0.00	39.02	\$39.02
xxx299887	2/15/18	UNIQUE MANAGEMENT SERVICES INC	456987	Financial Services	474.35	0.00	474.35	\$474.35
xxx299888	2/15/18	UNITED RENTALS	153819539-001	Equipment Rental/Lease	1,101.95	0.00	1,101.95	\$2,147.55
			153885500-002	Equipment Rental/Lease	1,045.60	0.00	1,045.60	
xxx299889	2/15/18	UNITED SITE SERVICES INC	114-6223595	Equipment Rental/Lease	178.78	0.00	178.78	\$245.00
			114-6233284	Equipment Rental/Lease	245.00	0.00	245.00	
			11-6223595REV	Equipment Rental/Lease	-178.78	0.00	-178.78	
xxx299890	2/15/18	UNIVERSITY OF CALIFORNIA SANTA CRUZ	577972	DED Services/Training - Training	4,806.00	0.00	4,806.00	\$5,089.50
			58047	DED Services/Training - Training	148.50	0.00	148.50	
			58048	DED Services/Training - Training	135.00	0.00	135.00	
xxx299891	2/15/18	VERIZON WIRELESS						\$8.18

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Sorted by Payment Number

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			9801358484	Utilities - Mobile Phones - City Mobile Phones	8.18		0.00	8.18	
xxx299892	2/15/18	W G FRITZ CONSTRUCTION INC	3861	Facilities Maint & Repair - Labor	1,916.45		0.00	1,916.45	\$7,906.17
			3861	Facilities Maint & Repair - Materials	1,277.63		0.00	1,277.63	
			3865	Facilities Maint & Repair - Labor	2,827.25		0.00	2,827.25	
			3865	Facilities Maint & Repair - Materials	1,884.84		0.00	1,884.84	
xxx299893	2/15/18	WHCI PLUMBING SUPPLY	S2280944.001	Bldg Maint Matls & Supplies	364.17		0.00	364.17	\$411.06
			S2282395.001	Bldg Maint Matls & Supplies	46.89		0.00	46.89	
xxx299894	2/15/18	WATER ONE INDUSTRIES INC	104321	Facilities Maintenance & Repair Labor	1,200.00		0.00	1,200.00	\$1,200.00
xxx299895	2/15/18	WEATHERSHIELD ROOF SYSTEMS INC	9121	Facilities Maint & Repair - Labor	150.00		0.00	150.00	\$162.00
			9121	Facilities Maint & Repair - Materials	12.00		0.00	12.00	
xxx299896	2/15/18	WEST LITE SUPPLY CO INC	69261H	Electrical Parts & Supplies	310.08		0.00	310.08	\$310.08
xxx299897	2/15/18	WINSUPPLY OF SILICON VALLEY	684742 00	Bldg Maint Matls & Supplies	375.49		0.00	375.49	\$1,965.45
			684745 00	Bldg Maint Matls & Supplies	1,579.84		0.00	1,579.84	
			684749 00	Bldg Maint Matls & Supplies	10.12		0.00	10.12	
xxx299898	2/15/18	ZEP MANUFACTURING CO	9003248960	Materials - Land Improve	5,623.94		0.00	5,623.94	\$5,623.94
xxx299899	2/15/18	WAITER.COM INC	10206726920	Food Products	195.90		0.00	195.90	\$195.90
xxx299900	2/15/18	ALLAN HANCOCK JCCD	02/05-09/2018	Training and Conferences	230.00		0.00	230.00	\$230.00
xxx299901	2/15/18	BRIAN MORAN	021018 EVENT	Special Events	2,000.00		0.00	2,000.00	\$2,000.00
xxx299902	2/15/18	CSULB FOUNDATION	04/09-11/2018	Training and Conferences	316.00		0.00	316.00	\$316.00
xxx299903	2/15/18	DEPT OF FORESTRY & FIRE PROTECTION	146768	Training and Conferences	568.00		0.00	568.00	\$568.00
xxx299904	2/15/18	PAUL MEHLING	021718 EVENT	Special Events	2,600.00		0.00	2,600.00	\$2,600.00
xxx299905	2/15/18	SOUNDTEK STUDIOS	2039	Investigation Expense	975.00		0.00	975.00	\$975.00
xxx299906	2/15/18	826 WINCHESTER OFFICE LLC	189533-14916	Refund Utility Account Credit	1,159.38		0.00	1,159.38	\$1,159.38
xxx299907	2/15/18	ANA ALVAREZ	164291-12850	Refund Utility Account Credit	127.69		0.00	127.69	\$127.69
xxx299908	2/15/18	ANDY & JUDY CHUNG	033442	Business License Tax	125.74		0.00	125.74	\$125.74
xxx299909	2/15/18	ANN BROWN	376097	Refund Recreation Fees	148.00		0.00	148.00	\$148.00
xxx299910	2/15/18	BERWICK PLACE LP	2012-9347	Deposits Payable - Miscellaneous	960.00		0.00	960.00	\$960.00
xxx299911	2/15/18	CASA DE AMIGOS	026711	Business License Tax	12,572.00		0.00	12,572.00	\$12,572.00
xxx299912	2/15/18	CHEYENNE NORTH HOA	376141	Refund Recreation Fees	500.00		0.00	500.00	\$500.00
xxx299913	2/15/18	CLASSIC 435 TOYAMA LP	2013-9486	Deposits Payable - Miscellaneous	1,550.00		0.00	1,550.00	\$1,550.00
xxx299914	2/15/18	CLASSICS AT FREMONT ESTATES LP							\$1,890.00

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Sorted by Payment Number

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			2013-9067	Deposits Payable - Miscellaneous	1,890.00	0.00	1,890.00	
xxx299915	2/15/18	CWS CONSTRUCTION GROUP INC	191453-48396	Refund Utility Account Credit	3,771.83	0.00	3,771.83	\$3,771.83
xxx299916	2/15/18	EDMUND LEE	375183	Refund Recreation Fees	31.00	0.00	31.00	\$31.00
xxx299917	2/15/18	G&G CARPET UPHOLSTERY CLEANERS	026998	Business License Tax	75.41	0.00	75.41	\$75.41
xxx299918	2/15/18	HAN'S POTRERO LLC	071779	Business License Tax	76.41	0.00	76.41	\$76.41
xxx299919	2/15/18	HILL & CO REALTORS	010885	Business License Tax	42.44	0.00	42.44	\$42.44
xxx299920	2/15/18	KIKUCHI & KANKEL DESIGN GROUP	BL073807 17-18	Business License Tax	60.10	0.00	60.10	\$60.10
xxx299921	2/15/18	LIRON YATZIV	741181	Lib - Lost & Damaged Circulation	4.33	0.00	4.33	\$4.33
xxx299922	2/15/18	MARTIN A KASIK/SHARON K KASIK	KASIK CK#2082	Transportation Study Review Fees	2,182.98	0.00	2,182.98	\$2,182.98
xxx299923	2/15/18	MATHILDA VALERO	INT000025515	Late Payment Penalties	37.40	0.00	37.40	\$37.40
xxx299924	2/15/18	PAULINE DDS PROFESSIONAL CORPORATION	BL071578 16-17	Business License Tax	7.50	0.00	7.50	\$7.50
xxx299925	2/15/18	PURE LOUNGE	BL061410 18-19	Business License Tax	880.18	0.00	880.18	\$880.18
xxx299926	2/15/18	RAJIB GHOSH	069066	Business License Tax	70.27	0.00	70.27	\$70.27
xxx299927	2/15/18	SHIRUBAA INC	SOC#311SEC DEP	Deposits Payable - Property Management	656.00	0.00	656.00	\$656.00
xxx299928	2/15/18	SITTIN PRETTY PET CARE	BL068144 18-19	Business License Tax	75.41	0.00	75.41	\$75.41
xxx299929	2/15/18	SOUTHBAY TITLE	BL067604 18-19	Business License Tax	64.88	0.00	64.88	\$64.88
xxx299930	2/15/18	SUNFLOWER CARE HOME	BL063028 18-19	Business License Tax	251.48	0.00	251.48	\$251.48
xxx299931	2/15/18	THE QULTED HEART	BL062812 18-19	Business License Tax	75.41	0.00	75.41	\$75.41
xxx299932	2/15/18	TOYAMA PARK LP	2011-9263	Deposits Payable - Miscellaneous	1,440.00	0.00	1,440.00	\$1,440.00
xxx299933	2/15/18	W B MANUFACTURING	BL05558 18-19	Business License Tax	75.41	0.00	75.41	\$75.41
xxx299934	2/15/18	WEI LI	BL073838 17-18	Business License Tax	18.02	0.00	18.02	\$18.02
xxx002662	2/12/18	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002662	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	5.25	0.00	5.25	\$5.25
xxx002666	2/12/18	PUBLIC EMPLOYEES RETIREMENT SYSTEM	950002666	Retirement Benefits - Misc Tier 1 & 2 Employer Required Cont.	41.68	0.00	41.68	\$57.53
			950002666	Retirement Benefits - Misc Tier 1&2 Employer Paid Member Cont.	15.85	0.00	15.85	
xxx906330	2/14/18	ACCLAMATION INSURANCE MANAGEMENT		Workers' Compensation - Claims	107,541.00	0.00	107,541.00	\$107,541.00

Grand Total Payment Amount

\$1,476,437.86



City of Sunnyvale

Agenda Item

18-0089

Agenda Date: 3/6/2018

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW18-03 for the Parks Parking Lot Rehabilitation project (PR 16-02), and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$328,613 to Golden Bay Construction, Inc. of Hayward for the Parks Parking Lot Rehabilitation project. Approval is also requested for a 10% construction contingency in the amount of \$32,861.

EXISTING POLICY

Section 1309 of the City Charter requires public works construction contracts to be awarded to the lowest responsive and responsible bidder. Further, pursuant to Chapter 2.09 of the Sunnyvale Municipal Code, City Council approval is required for construction contracts exceeding \$100,000.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for the project is a categorical exemption pursuant to CEQA Guidelines Section 15301(c) for rehabilitation of existing streets involving negligible or no expansion of the existing use.

BACKGROUND AND DISCUSSION

The six parks, De Anza Park, Las Palmas Park, Murphy Park, Ponderosa Park, Raynor Park, and Washington Park parking lots are asphalt with approximately 20-30% fatigue cracking and uneven pavement surfaces that do not appear to have adequate drainage. Additionally, the parking lots contain concrete island curbs that are broken and existing curb ramps that do not meet current ADA standards.

The construction project was advertised for competitive bidding on December 15, 2017. Eight contractors requested bid documents and sealed bids were opened on January 10, 2018, with four bids received. The bid summary is contained in Attachment No. 1. The lowest responsive and responsible bid was received from Golden Bay Construction, Inc.

FISCAL IMPACT

Budget funds are available in Capital Project 828290, Parks Parking Lot Rehabilitation.

Funding Source

This project is funded in the Infrastructure Renovation and Replacement Fund by Park Dedication Fees.

PUBLIC CONTACT

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

RECOMMENDATION

1) Making a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) for rehabilitation of existing streets; 2) Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$328,613 to Golden Bay Construction, Inc. and authorize the City Manager to execute the contract when all necessary conditions have been met; and 3) Approve a 10% construction contingency in the amount of \$32,861.

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. Bid Summary
2. Draft General Construction Contract

Invitation for Bids No . PW18-03						Golden Bay Construction, Inc.		Guerra Construction Group		Redgwick Construction Co.		EE Gilbert Construction	
Parks Parking Lot Rehabilitation Project # PR-16-02						3826 Depot Rd.		984 Memorex Dr.		21 Hegenberger Ct.		155 Howe Rd.	
						Hayward, CA 94545		Santa Clara, CA 95050		Oakland, CA 94621		Martinez, CA 94553	
						Johnny Zanette		Jaime Guerra		Bob Rahebi		John Fagundes	
BID ITEMS				UOM	QTY	Unit Price		Total		Unit Price		Total	
1 Mobilization				LS	1	\$12,434.00	\$12,434.00	\$17,000.00	\$17,000.00	\$13,293.00	\$13,293.00	\$64,934.00	\$64,934.00
2 Slurry Seal							\$0.00		\$0.00		\$0.00		\$0.00
a DeAnza Park				LS	1	\$7,590.00	\$7,590.00	\$8,000.00	\$8,000.00	\$6,800.00	\$6,800.00	\$14,039.00	\$14,039.00
b Las Palmas Park				LS	1	\$28,463.00	\$28,463.00	\$30,000.00	\$30,000.00	\$25,390.00	\$25,390.00	\$41,885.00	\$41,885.00
c Murphy Park				LS	1	\$14,283.00	\$14,283.00	\$15,000.00	\$15,000.00	\$13,400.00	\$13,400.00	\$22,901.00	\$22,901.00
d Ponderosa Park				LS	1	\$7,521.00	\$7,521.00	\$8,000.00	\$8,000.00	\$6,700.00	\$6,700.00	\$13,950.00	\$13,950.00
e Raynor Park				LS	1	\$16,273.00	\$16,273.00	\$18,000.00	\$18,000.00	\$12,500.00	\$12,500.00	\$16,433.00	\$16,433.00
f Washington Park				LS	1	\$9,373.00	\$9,373.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$25,641.00	\$25,641.00
3 4" Asphalt Concrete				SF	1,580	\$12.50	\$19,750.00	\$16.00	\$25,280.00	\$17.00	\$26,860.00	\$25.06	\$39,594.80
4 6" Asphalt Concrete and Speed Bump Restoration				SF	4,762	\$14.50	\$69,049.00	\$19.00	\$90,478.00	\$17.50	\$83,335.00	\$12.75	\$60,715.50
5 6" Asphalt Concrete on 6" Aggregate Base				SF	320	\$22.00	\$7,040.00	\$24.00	\$7,680.00	\$35.00	\$11,200.00	\$38.00	\$12,160.00
6 Sidewalk				SF	1,452	\$20.50	\$29,766.00	\$20.00	\$29,040.00	\$40.00	\$58,080.00	\$33.92	\$49,251.84
7 6" Curb Remove & Replace				LF	140	\$60.00	\$8,400.00	\$110.00	\$15,400.00	\$92.00	\$12,880.00	\$163.75	\$22,925.00
8 Curb and Gutter Remove & Replace				LF	60	\$75.00	\$4,500.00	\$125.00	\$7,500.00	\$160.00	\$9,600.00	\$285.52	\$17,131.20
9 Curb Ramp 13C-1				EA	5	\$4,800.00	\$24,000.00	\$4,800.00	\$24,000.00	\$9,600.00	\$48,000.00	\$4,384.00	\$21,920.00
10 Detectable Warning Surface				SF	360	\$48.00	\$17,280.00	\$15.00	\$5,400.00	\$70.00	\$25,200.00	\$76.16	\$27,417.60
11 Striping White Parking Lines & Speed Bump Striping				LF	5,917	\$2.00	\$11,834.00	\$1.00	\$5,917.00	\$2.00	\$11,834.00	\$1.98	\$11,715.66
12 Striping Blue Lines				LF	702	\$2.00	\$1,404.00	\$2.50	\$1,755.00	\$1.00	\$702.00	\$1.80	\$1,263.60
13 Legends "No Parking", "Ped Xing", "Stop", and "15"				EA	3	\$300.00	\$900.00	\$250.00	\$750.00	\$150.00	\$450.00	\$333.00	\$999.00
14 Arrows				EA	6	\$300.00	\$1,800.00	\$150.00	\$900.00	\$55.00	\$330.00	\$140.17	\$841.02
15 Crosswalk				EA	1	\$600.00	\$600.00	\$700.00	\$700.00	\$450.00	\$450.00	\$945.00	\$945.00
16 Red Curb "Fire Lane"				LF	1,218	\$2.50	\$3,045.00	\$2.50	\$3,045.00	\$2.00	\$2,436.00	\$2.54	\$3,093.72
17 Blue Paint Curb				LF	403	\$2.50	\$1,007.50	\$3.50	\$1,410.50	\$2.00	\$806.00	\$3.41	\$1,374.23
18 ADA Symbol				EA	18	\$300.00	\$5,400.00	\$80.00	\$1,440.00	\$55.00	\$990.00	\$81.73	\$1,471.14
19 8" PVC Storm Drain				LF	100	\$269.00	\$26,900.00	\$130.00	\$13,000.00	\$435.00	\$43,500.00	\$400.00	\$40,000.00
BID TOTAL							\$328,612.50		\$339,695.50		\$423,236.00		\$512,602.31
Surety						10% Bid Bond		10% Bid Bond		10% Bid Bpnd		10% Bid Bond	
Primary License						A, B, C8, C10, C12, C31		A & B		A		A	
Subs						Bond Blacktop		Anderson Stripping & Construction		R & R Maker Construction Co., Inc.		Sierra Traffic Markings	
								Bond Blacktop		Sierra Traffic Markings, Inc.		Graham Contractors	
										Bond Blacktop, Inc.			

DRAFT GENERAL CONSTRUCTION CONTRACT

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

RECITALS:

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

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Parks Parking Lot Rehabilitation, Project No. PR-16-02, Invitation for Bids No.PW18-03", OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of removing and repaving portions of asphalt concrete parking lots, crack seal and two coats of slurry seal within the limits as shown on the plans, removal and reconstruction of handicap ramps, curbs, curb and gutter, striping, legends, and storm drain repair, located in the park sites, De Anza, Las Palmas, Murphy, Ponderosa, Raynor, and Washington, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Roger Higdon and adopted by the Owner. These Plans and Specifications are entitled respectively, Parks Parking Lot Rehabilitation, Project No. PR-16-02.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. Contract Price. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Three Hundred Twenty Eight Thousand Six Hundred Twelve and 50/100 Dollars (\$328,612.50) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

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

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

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

7. Time for Completion. All work under this contract shall be completed before the expiration ninety (90) working days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be

communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: Golden Bay Construction, Inc.
Attn: Johnny Zanette
3826 Depot Rd.
Hayward, CA 94545

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

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

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

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

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

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

Code:

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

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

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

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

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

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

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

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

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

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

20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications,

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

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of two hundred and no/100 (\$200.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Severability Clause. In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

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

25. Execution and Counterparts. This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

EXHIBIT A

No.	Description	QTY	Unit	Unit Cost
1	Mobilization	1	LS	\$12,434.00
2	Slurry Seal			
a	DeAnza Park	1	LS	\$7,590.00
b	Las Palmas Park	1	LS	\$28,463.00
c	Murphy Park	1	LS	\$14,283.00
d	Ponderosa Park	1	LS	\$7,521.00
e	Raynor Park	1	LS	\$16,273.00
f	Washington Park	1	LS	\$9,373.00
3	4" Asphalt Concrete	1,580	SF	\$12.50
4	6" Asphalt Concrete and Speed Bump Restoration	4,762	SF	\$14.50
5	6" Asphalt Concrete on 6" Aggregate Base	320	SF	\$22.00
6	Sidewalk	1,452	SF	\$20.50
7	6" Curb Remove & Replace	140	LF	\$60.00
8	Curb and Gutter Remove & Replace	60	LF	\$75.00
9	Curb Ramp 13C-1	5	EA	\$4,800.00
10	Detectable Warning Surface	360	SF	\$48.00
11	Striping White Parking Lines & Speed Bump Striping	5,917	LF	\$2.00
12	Striping Blue Lines	702	LF	\$2.00
13	Legends "No Parking", "Ped Xing", "Stop", and "15"	3	EA	\$300.00

14	Arrows	6	EA	\$300.00
15	Crosswalk	1	EA	\$600.00
16	Red Curb "Fire Lane"	1,218	LF	\$2.50
17	Blue Paint Curb	403	LF	\$2.50
18	ADA Symbol	18	EA	\$300.00
19	8" PVC Storm Drain	100	LF	\$269.00

EXHIBIT B

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

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



City of Sunnyvale

Agenda Item

18-0169

Agenda Date: 3/6/2018

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW18-10 for the Annual Slurry Seal 2018 (ST-18-05) and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$577,870 to Graham Contractors, Inc. of San Jose for the Annual Slurry Seal 2018 project. Approval is also requested for a 10% construction contingency in the amount of \$57,787.

EXISTING POLICY

Section 1309 of the City Charter requires construction contracts to be awarded to the lowest responsive and responsible bidder. Further, pursuant to 2.09 of the Sunnyvale Municipal Code, City Council approval is required for contracts exceeding \$100,000.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for the project is a categorical exemption pursuant to CEQA Guidelines Section 15301(c) for the rehabilitation of existing streets involving negligible or no expansion of the existing use.

BACKGROUND AND DISCUSSION

Slurry seal is a maintenance treatment utilized by the City that extends the life of a road surface. Slurry seal is most effective when used to extend the life of pavement that is already in good to very good condition. A pavement condition survey is used to determine which streets will most benefit from a slurry seal. Slurry seal is most effective in protecting and extending the life of a pavement surface when applied on a regular cycle, normally every 7 to 10 years.

This project consists of the slurry seal of 183 street segments. A list of the street segments is included in the technical specifications.

The construction project was advertised for competitive bidding on January 5, 2018. Ten (10) contractors requested bid documents and sealed bids were opened on January 24, 2018, with eight (8) responsive bids received. The bid summary is contained in Attachment No. 1. The lowest responsive and responsible bid was received from Graham Contractors, Inc.

FISCAL IMPACT

Project costs include the base bid of \$577,870 and a recommended 10% contingency in the amount of \$57,787, for a total of \$635,657. Budget funds are available in Capital Project 828030, Annual Slurry Seal of City Streets and the balance from 825290, Pavement Rehabilitation.

Funding Source

This project is funded in the Infrastructure Renovation and Replacement Fund through General Fund contributions and SB83 VRF Road Improvement revenues.

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) Making a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (c) for rehabilitation of existing streets; 2) Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$577,870 to Graham Contractors, Inc. and authorize the City Manager to execute the contract when all necessary conditions have been met; and 3) approve a 10% construction contingency in the amount of \$57,787.

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. Bid Summary
2. Draft General Construction Contract

ATTACHMENT 1

1/29/2018				Bid Abstract							
Invitation for Bids No . PW18-10 Annual Slurry Seal 2018 Project No. ST-18-05				Graham Contractors, Inc. 860 Lonus Street San Jose, CA 95126 David Graham		Intermountain Slurry Seal, Inc. (1) 1120 Terminal Way Reno, NV 89502 Derrick Deckwa		Telfer Pavement Technologies, LLC 4522 Parker Avenue McClellan, CA 95652 Mike Fain		VSS International, Inc 4522 Parker Avenue McClellan, CA 95652 Jeff Roberts	
BID ITEMS	Description	UOM	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Install Slurry Seal (Type I)	SF	151,860	\$0.140	\$21,260.40	\$0.209	\$31,738.74	\$0.180	\$27,334.80	\$0.18	\$27,334.80
2	Install Slurry Seal (Type II)	SF	3,244,543	\$0.141	\$457,480.56	\$0.152	\$493,170.54	\$0.190	\$616,463.17	\$0.16	\$519,126.88
3	Install Slurry Seal (Type III)	SF	683,651	\$0.145	\$99,129.40	\$0.163	\$111,435.11	\$0.280	\$191,422.28	\$0.15	\$102,547.65
BID TOTAL					\$577,870.36		\$636,344.39		\$835,220.25		\$649,009.33
Surety				10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond	
Primary License				A		A		A		A	
Subs				None		None		None		None	

Invitation for Bids No . PW18-10 Annual Slurry Seal 2018 Project No. ST-18-05				CA Pavement Maint. Co, Inc 9390 Elder Creek Road Sacramento, CA 95829 Bruce Taylor		Sierra Nevada Construction, Inc P.O.Box 50760 Sparks, NV 89435 Kevin L. Robertson		Bond Blacktop, Inc 27607 Industrial Blvd Hayward, CA 94545 Debbie Dillon		Pavement Coatings Company 2290 E. Main Street Woodland, CA 95776 Tim Schmid	
BID ITEMS	Description	UOM	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Install Slurry Seal (Type I)	SF	151,860	\$0.175	\$26,575.50	\$0.209	\$31,738.74	\$0.151	\$22,930.86	\$0.25	\$37,965.00
2	Install Slurry Seal (Type II)	SF	3,244,543	\$0.149	\$483,436.91	\$0.199	\$645,664.06	\$0.157	\$509,393.25	\$0.17	\$551,572.31
3	Install Slurry Seal (Type III)	SF	683,651	\$0.198	\$135,362.90	\$0.253	\$172,963.70	\$0.260	\$177,749.26	\$0.21	\$143,566.71
BID TOTAL					\$645,375.31		\$850,366.50		\$710,073.37		\$733,104.02
Surety				10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond	
Primary License				A		A		A		A	
Subs				None		None		None		None	

Note:

(1) The bid irregularity in pricing that occurred (Intermountain Slurry Seal, Inc.) and that the correct bid total is reflected. Correction action is based on the Bid Specifications.

DRAFT GENERAL CONSTRUCTION CONTRACT

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

RECITALS:

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

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Annual Slurry Seal 2018, Project No. ST-18-05, Invitation for Bids No. PW18-10", including {Number of Addenda}; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of installation of slurry seal in various streets through the City within the limits shown on the Technical Specifications, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by the Project Manager and adopted by the Owner. These Plans and Specifications are entitled respectively, Annual Slurry Seal 2018, Project No. ST-18-05.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. Contract Price. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Five Hundred Seventy Seven Thousand Eight Hundred Seventy and 36/100 Dollars (\$577,870.36) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid and accepted Additive Alternate(s) No. Number(s). All other Additive Alternate(s) are rejected by Owner, and are not included in this contract.

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

5. Inspection by Owner. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval

thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

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

7. Time for Completion. All work under this contract shall be completed before the expiration ninety (90) working days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be

deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: Graham Contractors, Inc.
Attn: David Graham
860 Lonus Street
San Jose, CA 95126

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

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

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

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

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

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

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

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

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

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

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate

of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

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

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

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

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

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

Commission of the State of California.

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

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of three hundred and no/100 (\$300.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Severability Clause. In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

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

25. Execution and Counterparts. This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

City Attorney _____ Date _____

EXHIBIT A

No.	Description	QTY	Unit	Unit Cost
1	Install Slurry Seal (Type I)	151,860	SF	\$ 0.140
1	Install Slurry Seal (Type II)	3,244,543	SF	\$ 0.141
2	Install Slurry Seal (Type III)	683,651	SF	\$ 0.145

EXHIBIT B

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

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



City of Sunnyvale

Agenda Item

18-0170

Agenda Date: 3/6/2018

REPORT TO COUNCIL

SUBJECT

Award of Bid No. PW18-12 for the Slurry Seal 2017 SB1 (ST-18-07), and Finding of California Environmental Quality Act (CEQA) Categorical Exemption

REPORT IN BRIEF

Approval is requested to award a construction contract in the amount of \$536,140 to Graham Contractors, Inc. of San Jose for the Slurry Seal 2017 SB1 project. Approval is also requested for a 10% construction contingency in the amount of \$53,614.

EXISTING POLICY

Section 1309 of the City Charter requires construction contracts to be awarded to the lowest responsive and responsible bidder. Further, pursuant to 2.09 of the Sunnyvale Municipal Code, City Council approval is required for contracts exceeding \$100,000.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) determination for the project is a categorical exemption pursuant to CEQA Guidelines Section 15301(c) for the rehabilitation of existing streets involving negligible or no expansion of the existing use.

BACKGROUND AND DISCUSSION

Slurry seal is a maintenance treatment utilized by the City that extends the life of a road surface. Slurry seal is most effective when used to extend the life of pavement that is already in good to very good condition. The pavement condition survey is used to determine which streets will most benefit from a slurry seal. Slurry seal is most effective in protecting and extending the life of a pavement surface when applied on a regular cycle, normally every 7 to 10 years.

The project includes 3.2 center lane miles of slurry seal at various locations that are listed in Attachment 2 of this report.

The construction project was advertised for competitive bidding on December 15, 2017. Thirteen (13) contractors requested bid documents and sealed bids were opened on January 10, 2018, with six (6) responsive bids received. The bid summary is contained in Attachment No. 1. The lowest responsive and responsible bid was received from Graham Contractors, Inc.

FISCAL IMPACT

Project costs include the base bid of \$536,140 and a recommended 10% contingency in the amount of \$53,614, for a total of \$589,754. Budget funds are available in Capital Project 825290, Pavement Rehabilitation.

Funding Source

This project is funded in the Infrastructure Renovation and Replacement Fund by a combination of transfers from the General Fund, Gas Tax Fund, and SB83 VRF Road Improvement revenues.

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) Making a finding of a categorical exemption from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) for rehabilitation of existing streets, 2) Award a contract in substantially the same form as Attachment 2 to the report in the amount of \$536,140 to Graham Contractors, Inc. and authorize the City Manager to execute the contract when all necessary conditions have been met, and 3) Approve a 10% construction contingency in the amount of \$53,614.

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. Bid Summary
2. Draft General Construction Contract

ATTACHMENT 1

1/26/2018				Bid Abstract											
Invitation for Bids No. PW18-12 Slurry Seal 2017 SB1 Project No. ST-18-07				Graham Contractors, Inc. 860 Lonus Street San Jose, CA 95126 David Graham		Intermountain Slurry Seal, Inc. 1120 Terminal Way Reno, NV 89502 Derrick Deckwa		Telfer Pavement Technologies, LLC 4522 Parker Avenue McClellan, CA 95652 Mike Fain		VSS International, Inc 4522 Parker Avenue McClellan, CA 95652 Jeff Roberts		Sierra Nevada Construction, Inc P.O.Box 50760 Sparks, NV 89435 Craig D. Holt		CA Pavement Maint. Co, Inc 9390 Elder Creek Road Sacramento, CA 95829 Derrick Deckwa	
BID ITEMS	Description	UOM	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control	LS	1	\$57,500.00	\$57,500.00	\$128,445.01	\$128,445.01	\$137,700.00	\$137,700.00	\$86,447.12	\$86,447.12	\$203,367.49	\$203,367.49	\$63,000.00	\$63,000.00
2	Install Slurry Seal Type III with 2-1/2% Latex	SF	1,111,737	\$0.23	\$255,699.51	\$0.27	\$300,168.99	\$0.32	\$355,755.84	\$0.24	\$266,816.88	\$0.23	\$255,699.51	\$0.32	\$355,755.84
3	Remove existing pavement striping, markings, legends and raised pavement markers.	LS	1	\$45,000.00	\$45,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$36,750.00	\$36,750.00	\$60,000.00	\$60,000.00	\$36,700.00	\$36,700.00
4	Install thermoplastic pavement striping, temporary pavement delineation, markings, legends, and raised pavement markers.	LS	1	\$96,240.00	\$96,240.00	\$100,000.00	\$100,000.00	\$96,240.00	\$96,240.00	\$101,052.00	\$101,052.00	\$96,240.00	\$96,240.00	\$101,000.00	\$101,000.00
5	Changeable Message Board (CMB) (Revocable)	EA	6	\$2,500.00	\$15,000.00	\$1,000.00	\$6,000.00	\$1,700.00	\$10,200.00	\$1,064.00	\$6,384.00	\$1,000.00	\$6,000.00	\$1,630.00	\$9,780.00
6	Crack Sealing Bernardo Avenue (Revocable)	LS	1	\$16,200.00	\$16,200.00	\$10,000.00	\$10,000.00	\$16,200.00	\$16,200.00	\$17,000.00	\$17,000.00	\$16,200.00	\$16,200.00	\$17,000.00	\$17,000.00
7	Crack Sealing Mathilda Avenue (Revocable)	LS	1	\$16,200.00	\$16,200.00	\$10,000.00	\$10,000.00	\$16,200.00	\$16,200.00	\$17,000.00	\$17,000.00	\$16,200.00	\$16,200.00	\$17,000.00	\$17,000.00
8	Crack Sealing Caribbean Drive (Revocable)	LS	1	\$24,300.00	\$24,300.00	\$15,000.00	\$15,000.00	\$24,300.00	\$24,300.00	\$25,550.00	\$25,550.00	\$24,300.00	\$24,300.00	\$25,500.00	\$25,500.00
9	Traffic Signal Modification by City's contractor (Allowance)	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
BID TOTAL					\$536,139.51		\$614,614.00		\$701,595.84		\$567,000.00		\$688,007.00		\$635,735.84
Surety				10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond	
Primary License				A		A		A		A		A		A	
Subs				Chrisp Company		Graham Contractors, Inc.		Graham Contractors, Inc.		Graham Contractors, Inc.		Graham Contractors, Inc.		Graham Contractors, Inc.	
						Chrisp Company		Chrisp Company		Chrisp Company		Chrisp Company		Chrisp Company	
														Szereni Sweeping	

DRAFT GENERAL CONSTRUCTION CONTRACT

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

RECITALS:

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

1. The Contract Documents. The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Slurry Seal 2017 SB1, Project No. ST-18-07, Invitation for Bids No. PW18-12", including {Number of Addenda}; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

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

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

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of removing (by grinding) existing thermoplastic striping, pavement markings and legends; remove raised pavement markers; apply pavement crack sealant; apply slurry seal in areas indicated; install new permanent/temporary (tape) striping, pavement markings, legends and raised pavement markers, located along Mathilda Avenue from Bordeaux Drive to Java and 5th to Moffett Park Drive, along Caribbean Drive, from Mathilda Avenue to Borregas Avenue, and Crossman Avenue to Moffett Park Drive, and along Bernardo Avenue from El Camino Real to Fremont Avenue, as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by the Design Project Manager and adopted by the Owner. These Plans and Specifications are entitled respectively, Slurry Seal 2017 SB1, Project No. ST-18-07.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. Contract Price. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Five Hundred Thirty Six Thousand One Hundred Thirty Nine and 51/100 Dollars (\$536,139.51) subject to final determination of the work performed and materials furnished at unit prices per "Exhibit A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents. The sum includes base bid and accepted Additive Alternate(s) No. Number(s). All other Additive Alternate(s) are rejected by Owner, and are not included in this contract.

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

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

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

7. Time for Completion. All work under this contract shall be completed before the expiration sixty (60) working days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor

and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: Graham Contractors, Inc.
Attn: David Graham
860 Lonus Street
San Jose, CA 95126

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

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

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

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

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

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

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

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

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

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

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate

of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(h).

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

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

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

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

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

Commission of the State of California.

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

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of five hundred and no/100 (\$500.00), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Severability Clause. In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

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

25. Execution and Counterparts. This Agreement may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

City Attorney _____ Date _____

EXHIBIT A

No.	Description	QTY	Unit	Unit Cost
1	Traffic Control	1	LS	\$57,500.00
2	Install Slurry Seal Type III with 2-1/2% Latex	1,111,737	SF	\$0.23
3	Remove existing pavement striping, markings, legends and raised pavement markers.	1	LS	\$45,000.00
4	Install thermoplastic pavement striping, temporary pavement delineation, markings, legends, and raised pavement markers.	1	LS	\$96,240.00
5	Changeable Message Board (CMB) (Revocable)	6	EA	\$2,500.00
6	Crack Sealing Bernardo Avenue (Revocable)	1	LS	\$16,200.00
7	Crack Sealing Mathilda Avenue (Revocable)	1	LS	\$16,200.00
8	Crack Sealing Caribbean Drive (Revocable)	1	LS	\$24,300.00
9	Traffic Signal Modification by City's contractor (Allowance)	1	LS	\$10,000.00

EXHIBIT B

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

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



City of Sunnyvale

Agenda Item

18-0094

Agenda Date: 3/6/2018

REPORT TO COUNCIL

SUBJECT

Amend an Existing Contract for Construction Management for the Sunnyvale Cleanwater Program (F18-193)

REPORT IN BRIEF

Approval is requested to amend an existing contract with The Covello Group, Inc., to provide Construction Management services related to the Sunnyvale Cleanwater Program (SCWP) reconstruction of the Water Pollution Control Plant (WPCP). The additional contract cost of \$614,512 will increase the current contract value from \$8,051,120 to \$8,665,632. Approval is also requested for a 10% contingency in the amount of \$61,451 for the additional contract cost. Total expenses for the contract term, including contingencies, will not exceed \$9,532,195.

Overall services under this contract include oversight and coordination of new construction and contractors; biddability reviews; constructability reviews; construction management; commissioning coordination; construction schedule and budget controls; site safety plan and implementation; records management; public outreach support; regulatory and environmental construction compliance oversight; coordinating the integration of automation and controls systems for various projects included in the program; multi discipline inspection; and materials testing.

EXISTING POLICY

General Plan Policy Goal EM-7 Effective Wastewater Treatment: Continue to operate and maintain the WPCP, using cost effective methods, so that all sewage and industrial wastes generated within the City receive sufficient treatment to meet the effluent discharge and receiving water standards of regulatory agencies.

ENVIRONMENTAL REVIEW

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

BACKGROUND AND DISCUSSION

The existing WPCP was initially built in 1956. With additions over the subsequent 15-20 years it has grown to a tertiary treatment facility with an average dry weather flow rate of 12 million gallons per day (MGD) and a permitted average dry weather flow rate of 29.5 MGD. An asset condition assessment conducted in 2006 identified several critical WPCP structures as at-risk and in need of immediate rehabilitation. Based on this assessment, the City began implementing several rehabilitation projects and also developed a long-term Strategic Infrastructure Plan (SIP) to serve as a road map for the physical improvements and process enhancements needed to maintain a high

level of treatment and to meet current and expected regulatory requirements and stewardship objectives. In 2013, to help implement the SIP, the City secured the professional services of an engineering design team of consultants to develop a comprehensive Master Plan, which included the “basis of design” development for the various process areas to be rebuilt and a programmatic environmental impact report (PEIR). The Master Plan was adopted by Council in 2016.

Current projects active at the WPCP include the construction of new headworks and primary treatment facilities, removal and dewatering of sediment (biosolids) from the oxidation ponds and digesters, and a condition assessment of the existing secondary and tertiary treatment facilities. Future projects at the WPCP will include overall rehabilitation as well as new mechanical secondary processes and facilities (administration, laboratory, and maintenance). The WPCP will be constructed while maintaining plant operations at all times with the existing infrastructure to ensure fully compliant discharge of treated wastewater.

Due to the magnitude and complexity of the Sunnyvale Cleanwater Program (SCWP) reconstruction, the determination was made previously that a consultant team would be selected to provide the management services necessary to oversee the construction. A Request for Proposals (RFP) for construction management services was issued in 2014. As a result of the RFP process, Council awarded a contract to The Covello Group, Inc. (“Covello”) on May 5, 2015 (RTC No. 15-0431). The contract was awarded for an initial five-year period, with consultant performance to be assessed and a recommendation made that either Council approve a contract extension or a new competitive proposal process be conducted. Staff is satisfied with Covello’s performance over the past three years and is therefore requesting a contract extension and increase in scope of work.

Under the current contract, Covello has provided oversight of construction management efforts, oversight and coordination of multiple construction contracts, and coordination of the new construction with ongoing WPCP operations. The focus of Covello’s current construction management services has been for the SCWP Phase 1 activities, or the Primary Treatment Facility. This contract amendment is requested to support pre-construction services for Phase 2 SCWP activities in the Secondary Treatment and Dewatering (RTC No. 17-0728) and the Administration and Laboratory Building (RTC No. 17-0567) design contracts. It is anticipated that the City will be awarding multiple consulting contracts for the SCWP over the next several years that Covello would be responsible to assist with the pre-construction and construction management services. As such, Council approval of the recommended contract amendment to Covello will allow the SCWP to proceed seamlessly with the current consultant staff.

FISCAL IMPACT

Budgeted funding is available in capital project 831470, SCWP Construction Management.

Original contract costs are as follows:

Construction Management Services	\$8,051,120
Contract contingency (10%)	<u>\$ 805,112</u>
Total Cost	\$8,856,232

Total additional contract costs per this amendment are as follows:

Construction Management Services	\$614,512
Project Contingency (10%)	<u>\$ 61,451</u>
Total Additional Cost	\$675,963

Funding Source

The Wastewater Management Fund long-term financial plan includes several projects related to the renovation of the WPCP, including SCWP Construction Management.

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 an amendment to an existing contract, in substantially the same form as Attachment 1 to the report, with The Covello Group, Inc., amending the scope of work to include Phase 2 Sunnyvale Cleanwater Program activities for the Secondary Treatment and Dewatering Project, extending the term of the agreement and increasing the total not-to-exceed contract value from \$8,051,120 to \$8,665,632, and 2) Approve a 10% contract contingency in the amount of \$61,451.

Prepared by: Gregory S. Card, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: Jennifer Ng, Interim Director of Public Works

Reviewed by: Melody Tovar, Interim Director of Environmental Services Department

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENT

1. Draft First Amendment

**DRAFT FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN
CITY OF SUNNYVALE AND THE COVELLO GROUP, INC.,
FOR WATER POLLUTION CONTROL PLANT CONSTRUCTION MANAGEMENT
SERVICES**

This First Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and THE COVELLO GROUP, INC. ("CONSULTANT").

WHEREAS, on May 6, 2015, CITY and CONSULTANT entered into a Consultant Services Agreement to provide services necessary for investigation, analysis, contract specifications, consultation, services during construction and other services for a project known as Water Pollution Control Plant Construction Management Services; and

WHEREAS, the parties now agree that an 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 paragraph with the following:

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and Exhibit "A-1" entitled "Additional Scope of Work". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Bruce Presser, PE, to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

2. Notice to Proceed/Completion of Services

Replace paragraph (b) with the following:

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A" and Exhibit "A-1," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A") and Additional Scope of Work (Exhibit "A-1"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

Replace this section with the following:

The term of this Agreement will be from contract execution through the duration of the construction of the Primary Treatment Facility Project, through the completion of the pre-construction activities for the Administration and Laboratory Building, or through the completion of the pre-construction activities for the Secondary Treatment and Dewatering Project, whichever comes later, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as

specified in Exhibits "A" and "A-1".

4. Payment of Fees and Expenses

Replace the paragraph with the following:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule" and Exhibit "B-1" entitled "Additional Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B" and 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" and Exhibit "B-1" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Eight Million Six Hundred Sixty Five Thousand Six Hundred Thirty Two and No/100 Dollars (\$8,665,632.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

17. Notices

Replace the first paragraph with the following:

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

To CITY: Jennifer Ng, Interim City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: The Covello Group, Inc.
Attn: Bruce Presser, PE
1660 Olympic Boulevard, Suite 300
Walnut Creek, CA 94596

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

THE COVELLO GROUP, INC.
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

**EXHIBIT A-1
CITY OF SUNNYVALE
WATER POLLUTION CONTROL PLANT
SECONDARY TREATMENT AND DEWATERING
ADMINISTRATION AND LABORATORY BUILDING
THE COVELLO GROUP, INC. – PRECONSTRUCTION PHASE
ADDITIONAL SCOPE OF WORK**

I. GENERAL

This scope of work provides Preconstruction and Bid Period services for the Secondary Treatment and Dewatering Project (Secondary Treatment) and the Administration and Laboratory Building Project (Administration Building) at the Water Pollution Control Plant (WPCP) for the City of Sunnyvale, California. The Covello Group will serve as the City's Construction Management Consultant (CMC) for this work.

The City expects the CMC to be a focal point for construction oversight of the facility reconstruction process, including the coordination of contractors retained by the City to construct the WPCP projects over multiple years. The CMC shall be responsible for providing various services that include biddability reviews, constructability reviews, construction management, commissioning coordination, construction schedule and budget controls, site safety plan and implementation, records management, public outreach support, coordinating the integration of automation and controls systems for various projects included in the program, multi discipline inspection, and materials testing. The CMC's role is to help the City achieve its goals for construction projects through the following:

- Continuous compliance with the WPCP's water quality requirements throughout construction, commissioning, and start up
- Construction of state-of-the-art wastewater treatment facilities that are energy efficient, safe, environmentally friendly, low maintenance, and cost-effective
- Completion of construction contracts on time and within budget
- Effective management of construction services to ensure high quality, cost-effective, results-oriented services are provided to the City
- Production of high quality plans and specifications for construction projects that minimize the City's exposure to delays, claims and cost overruns
- Effective communication and decision making by the CMC, consultants, contractors, City staff and elected officials during construction
- Construction management services for all the projects included in the program
- Utilization of the program's Records Management System
- Planning, management and controls of the overall construction budgets and schedules
- Planning and management of regulatory and environmental compliance items during Construction
- Public outreach during construction
- Coordination of commissioning services during construction for all the projects included in the program
- Coordinating the integration of automation and controls systems during construction for all projects included in the program

This scope of work initially covers the Preconstruction and Bid Period services for the CMC's work for the Secondary Treatment and Administration Building Projects. As the designs have not been developed at this time, the Construction Management services during the Construction Phase will be negotiated under a separate contract amendment(s) when the designs are nearing completion.

II. PRECONSTRUCTION PERIOD

1. Design Information Memorandums (DIM)

- a. Covello will participate in the Workshops and review of the following DIMs. Covello will provide written comments following the review of each DIM.
- b. Secondary Treatment Project
 1. DIM No. 14 – Sequencing and Site Layout
 2. DIM No. 18 – Perimeter Wall (Optional): This task is optional and dependent on City's determination if the southern portion of the perimeter wall is constructed in this Project.
- c. Administration Building Project
 1. DIM No. 1 – Sequencing and Site Layout
 2. DIM No. 3 – Foundation Design and Landfill Gas Monitoring

2. Constructability Reviews

- a. Constructability reviews will be performed for the 30%, 60%, 90% and 100% design packages for each project.
- b. Secondary Treatment: The 30% and 60% design packages will be split up into three packages with separate submittals, reviews and review meetings; one for liquids facilities, one for solids facilities, and one for site support facilities.
- c. Constructability Review: Covello will conduct Constructability Reviews for each project and design level package identified above and provide comments on the Plans and Specifications for the following:
 1. Conflicts, omissions, and ambiguities between the plans and specifications.
 2. Completeness of the bidding documents.
 3. Coordination between the design disciplines.
 4. Constructability of the project's facilities.
 5. Potential claim areas based on Covello's experience with this type of work.
 6. Plant operations access and operational considerations during construction and after construction during normal operations.
 7. Contractor Qualifications: Covello will provide recommendation on Contractor's, I&C Integration Subcontractor's, and Electrical Subcontractor's experience for inclusion in the Bid Documents.
 8. Sequence & Constraints: Covello will review and provide comments on the construction sequencing, constraints and shutdowns initially developed by the City/Design Consultant (DC).
 9. Startup & Testing: Covello will review and provide comments on the project startup and testing requirements initially developed by the City/DC.
 10. Quality Control Testing: Covello will review and assist with developing the Contractors' Quality Control (QC) testing and inspection requirements and Covello's Quality Assurance (QA) role.
 11. Covello will confirm that site logistical issues have been addressed including Contractor parking, staging, laydown and storage areas, and ingress/egress for construction and plant operations.

12. Covello will review and provide comments on the Contractors' responsibilities relative to permit requirements including the Mitigation and Monitoring Reporting Program (MMRP).
13. Review of the electrical and instrumentation specifications and drawings will primarily be provided by Todd Beecher, Beecher Engineering.
14. Review of the geotechnical aspects of the project will primarily be provided by Dave Mathy, DCM Consulting.

The Constructability Review will not include a comprehensive review of all technical specifications or plans but will concentrate on the areas where our past experience has shown the greatest potential for value is generally found. The review will not include a review for building code compliance, design peer review, design plan check or value engineering. The main purpose of a constructability review is to mitigate potential costly problems and changes during construction. The review can reduce and minimize contractual disputes that often arise during the actual construction of the project.

- d. Review Comments: Four weeks are allotted for review of each design package/phase. Detailed written review comments will be provided electronically. Review comments will include plan number and specification number, comment and/or suggestion, Covello reviewer, space for designer's response, weighted system (critical, general or editorial), and space for including follow-up notes.
- e. City/Design Consultant Response: Covello requests that the City/DC provide written response to Covello's review comments. Covello will review responses to determine if the comments have been adequately incorporated in the documents.
- f. Review Meeting: Covello will meet with the City and DC to review the findings of each of our reviews. Covello will review all meeting record of discussions and confirm that comments/discussions have been accurately captured.

3. Geotechnical Report

- a. Covello will review the Draft and Final Geotechnical Reports.

4. Forecast Schedule

- a. Schedule: Covello will review and provide additional details if necessary to the forecast schedules prepared by the DC. Covello's forecast schedule review will assess whether the construction duration (Contract Period) is reasonable and with the incorporation of any possible milestones into the Construction Contract(s).
- b. Weather Days: Covello will provide recommendations for allowable weather days for the construction Contract(s).
- c. Liquidated Damages: Covello will provide recommendations for liquidated damages for Substantial Completion and milestones for the construction Contract(s).

5. Team and Design Meetings/Project Coordination

- a. Covello will attend design and team meetings as necessary.
- b. Covello will be available for project coordination, communication, and to provide technical expertise as necessary for construction decisions during design.

6. Site Safety Plan

- a. Covello will meet and coordinate with City, DC and PMC (Program Management Consultant) to review requirements for development of the Site Safety Plan. Covello will develop the Site Safety Plan that will be included in the Contract Documents for each Project Package. The Site Safety Plan is anticipated to summarize and familiarize the Contractors with the existing Site Safety Plan/Requirements and to define safety requirements that the Contractor must implement; including site access for all personnel entering the site through the duration of construction. This Safety Plan will also define safety-related interfaces between Contractors and the plant operations. This is not to be a detailed Cal/OSHA-level safety plan.

7. Front End Specifications

- a. Covello will update and tailor the front-end specifications using the base documents previously provided by Covello. The DC will complete the general formatting of the documents (margins, headers, footers, page numbers, etc) and manage the updates/revisions to be consistent with the overall project requirements for each submittal package.

8. Equipment Procurement

- a. Secondary Treatment Project - Upfront Equipment Procurement Assistance: Covello will review documentation and assist the City and PMC with upfront equipment procurement documents as necessary. The PMC will take the lead with developing the procurement documents and negotiating with the equipment vendors. It is anticipated that five such equipment packages may be developed by the DC/ PMC.

III. BID PERIOD

1. Bid Advertising

- a. The City will manage the advertisement and issuance of the bid packages to the Contractors.
- b. The City will manage the distribution of bid documents to plan holders and maintain the plan holders list.

2. Prebid Meeting

- a. Covello will attend the prebid meeting.
- b. City will facilitate the meeting.

3. Addendum

- a. DC will review Bidders' questions and prepare addenda.
- b. Covello will assist with review of addenda, prior to issuance, as requested by the City.
- c. DC and City will manage the fielding of questions from Bidders and issuance of addenda.

4. Bid Review: Covello will assist the City with evaluating and reviewing the bid proposals for completeness, alternate prices and unit prices (if applicable), and determining the lowest responsive, responsible bidder. DC will provide review assistance for technical considerations such as named equipment manufacturers.

5. **Insurance and Bond Coordination:** The City will review the Contractor's bonds and evidence of insurance and coordinate resolution of comments and/or non-compliance with the Contractor. Covello will assist with this effort as requested by the City.

6. **Notice to Proceed:** The City will prepare and issue the Notice to Proceed.

IV. SECONDARY TREATMENT PROJECT - SECOND BID PACKAGE (Optional)

1. **Design Determination:** The City will determine if a second bid package will be developed. If there is a second bid package, the DC will prepare separate design deliverables to include 30%, 60%, 90%, and 100% plans, specifications, construction schedules and cost estimates for each construction contract. The first bid package will consist of the following elements: Secondary Treatment Improvements – Split Flow CAS Stage 1, Maintenance Building, 12 kV Electrical Distribution System – Stage 2 (Optional), and ACS (SCADA System) Improvements – Stage 2 (Optional). The second bid package will include the Digester Supernatant PS and Drainage Piping and Thickening and Dewatering Facility – Stage 1 elements of the Project. Exhibit B.1 provides the staffing and budget estimate for a single bid package. Exhibit B.2 provides the staffing and budget estimate for two bid packages.
2. **CMC Scope:** If there is a second bid package, Covello will provide the above referenced II-Preconstruction Period and III-Bid Period scope of services for this additional Project.

EXHIBIT B-1

Additional Compensation Schedule

CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT

SECONDARY TREATMENT & DEWATERING

PRECONSTRUCTION PERIOD SERVICES

THE COVELLO GROUP, INC. - STAFF EFFORT AND BUDGET ESTIMATE

December 4, 2017

ACTIVITY DESCRIPTION	TOTAL
B.1 - Secondary Treatment and Dewatering Combined	\$ 353,339
OPTIONAL B.2A - Secondary Treatment Standalone	\$ 294,819
OPTIONAL B.2B - Thickening and Dewatering Standalone	\$ 150,251
B.3 - Administration and Laboratory Building	\$ 169,442
BASE Secondary Treatment and Dewatering Combined and Administration and Lab Building	\$ 522,781
Subtotal for 2 Separate Projects	\$ 445,070
B.2A and B.2B TOTAL OPTIONAL SERVICES ADD (Separate Projects - Combined)	\$ 91,731
TOTAL CONTRACT AMEDNMENT with OPTIONAL SERVICES	\$ 614,512

B.1
CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT
SECONDARY TREATMENT & DEWATERING
PRECONSTRUCTION PERIOD SERVICES
THE COVELLO GROUP, INC. - STAFF EFFORT AND BUDGET ESTIMATE
December 4, 2017

	B.Presser (PIC/PM)	M.Redig (CM)	D.Green (Asst CM)	Discipline Specialists	Subconsultants		TOTAL
					D. Mathy (Geotech)	T. Beecher (Elec)	
FY 17/18 Billing Rate	\$ 244	\$ 175	\$ 151	\$ 200	\$ 223	\$ 180	
FY 18/19 Billing Rate	\$ 251	\$ 180	\$ 156	\$ 206	\$ 230	\$ 185	
FY 19/20 Billing Rate	\$ 259	\$ 186	\$ 160	\$ 212	\$ 237	\$ 191	
FY 20/21 Billing Rate	\$ 267	\$ 191	\$ 165	\$ 219	\$ 244	\$ 197	
FY 21/22 Billing Rate	\$ 275	\$ 197	\$ 170	\$ 225	\$ 251	\$ 203	
ACTIVITY DESCRIPTION	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)
1. DIM No. 14 - Sequencing and Site Layout							
a. DIM No. 14 Review	8	12	8	0	0	0	28
b. Workshop 14	6	6	6	0	0	0	18
Subtotal Hours	14	18	14	0	0	0	46
Total Task 1 - FY18/19	\$ 3,518	\$ 3,245	\$ 2,177	\$ -			\$ 8,940
2. DIM No. 18 - Perimeter Wall (Optional)							
a. DIM No. 18 Review	6	8	8	0	0	0	22
b. Workshop 18	4	4	4	0	0	0	12
Subtotal Hours	10	12	12	0	0	0	34
Total Task 2 - FY 18/19	\$ 2,513	\$ 2,163	\$ 1,866	\$ -			\$ 6,543
3. 30% Project Review (3- Packages)							
a. 30% Project Review (12 hrs/ea)	24	36	36	0	0	16	112
b. Review Meetings (4 hrs/ea)	12	12	12	0	0	0	36
Subtotal Hours	36	48	48	0	0	16	148
Subtotal Covello Cost - FY18/19	\$ 9,048	\$ 8,652	\$ 7,465	\$ -			\$ 25,165
Subtotal Subconsultant					\$ -	\$ 2,966	\$ 2,966
5% Markup					\$ -	\$ 148	\$ 148
Total Task 3							\$ 28,280
4. 60% Constructability Review (3 - Packages)							
a. 60% Constructability Review (20 hrs/ea)	45	60	60	24	16	40	245
b. Review Meetings (6 hrs/ea)	18	18	18	0	2	4	60
Subtotal Hours	63	78	78	24	18	44	305
Subtotal Covello Cost - FY 18/19	\$ 15,833	\$ 14,060	\$ 12,131	\$ 4,944			\$ 46,968
Subtotal Subconsultant					\$ 4,134	\$ 8,158	\$ 12,292
5% Markup					\$ 207	\$ 408	\$ 615
Total Task 4							\$ 59,875
5. 90% Constructability Review							
a. 90% Constructability Review	60	80	80	80	24	64	388
b. Review Meetings	20	20	20	0	4	4	68
Subtotal Hours	80	100	100	80	28	68	456
Subtotal Covello Cost - FY 19/20	\$ 20,709	\$ 18,566	\$ 16,020	\$ 16,974			\$ 72,269
Subtotal Subconsultant					\$ 6,624	\$ 12,985	\$ 19,610
5% Markup					\$ 331	\$ 649	\$ 980
Total Task 5							\$ 92,859
6. 100% Constructability Review							
a. 100% Constructability Review	30	60	60	40	8	40	238
b. Review Meeting	12	12	12	0	0	4	40
Subtotal Hours	42	72	72	40	8	44	278
Subtotal Covello Cost - FY 19/20	\$ 10,872	\$ 13,367	\$ 11,534	\$ 8,487			\$ 44,261
Subtotal Subconsultant					\$ 1,893	\$ 8,402	\$ 10,295
5% Markup					\$ 95	\$ 420	\$ 515
Total Task 6							\$ 55,070
7. Geotechnical Report Review							
a. Draft Report Review	4	8	8	0	16	0	36
b. Final Report Review	4	8	8	0	16	0	36
Subtotal Hours	8	16	16	0	32	0	72
Subtotal Covello Cost - FY18/19	\$ 2,011	\$ 2,884	\$ 2,488	\$ -			\$ 7,383
Subtotal Subconsultant					\$ 7,350	\$ -	\$ 7,350
5% Markup					\$ 368	\$ -	\$ 368
Total Task 7							\$ 15,101
8. Forecast Schedule Review - LDs / WDs	4	20	20	0	0	0	44
Total Task 8 - FY19/20	\$ 1,035	\$ 3,713	\$ 3,204	\$ -	\$ -	\$ -	\$ 7,953
9. Team Meetings/Project Coordination	40	60	40	0	0	0	140
Total Task 9 - FY19/20	\$ 10,354	\$ 11,139	\$ 6,408	\$ -	\$ -	\$ -	\$ 27,902
10. Front-End Specification Review	8	20	40	0	0	0	68
Total Task 10 - FY19/20	\$ 2,071	\$ 3,713	\$ 6,408	\$ -	\$ -	\$ -	\$ 12,192
11. Equipment Procurement Assistance	4	60	4	0	0	0	68
Assume 5 packages (12 hrs/package)							
Total Task 11 - FY19/20	\$ 1,035	\$ 11,139	\$ 641	\$ -	\$ -	\$ -	\$ 12,816
12. Bid Period Assistance	30	50	50	0	0	0	130
Total Task 12 - FY20/21	\$ 7,999	\$ 9,561	\$ 8,250	\$ -	\$ -	\$ -	\$ 25,810
TOTAL - Precon Period Services (Hours)	339	554	494	144	86	172	1,789
SUBTOTAL - Precon Period Services (Budget)							\$ 353,339

1. Escalation estimate is based on an approximate 3% billing rate adjustment each fiscal year; starting on July 1, 2018
2. Fiscal year for each task is assumed based on Carollo schedule dated 10/9/17

B.2A
CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT
SECONDARY TREATMENT
PRECONSTRUCTION PERIOD SERVICES
THE COVELLO GROUP, INC. - STAFF EFFORT AND BUDGET ESTIMATE
12/0417

	B.Presser (PIC/PM)	M.Redig (CM)	D.Green (Asst CM)	Discipline Specialists	Subconsultants		TOTAL
					D. Mathy (Geotech)	T. Beecher (Elec)	
FY 17/18 Billing Rate	\$ 244	\$ 175	\$ 151	\$ 200	\$ 223	\$ 180	
FY 18/19 Billing Rate	\$ 251	\$ 180	\$ 156	\$ 206	\$ 230	\$ 185	
FY 19/20 Billing Rate	\$ 259	\$ 186	\$ 160	\$ 212	\$ 237	\$ 191	
FY 20/21 Billing Rate	\$ 267	\$ 191	\$ 165	\$ 219	\$ 244	\$ 197	
FY 21/22 Billing Rate	\$ 275	\$ 197	\$ 170	\$ 225	\$ 251	\$ 203	
ACTIVITY DESCRIPTION	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)
1. DIM No. 14 - Sequencing and Site Layout							
a. DIM No. 14 Review	8	12	8	0	0	0	28
b. Workshop 14	6	6	6	0	0	0	18
Subtotal Hours	14	18	14	0	0	0	46
Total Task 1 - FY18/19	\$ 3,518	\$ 3,245	\$ 2,177	\$ -			\$ 8,940
2. DIM No. 18 - Perimeter Wall (Optional)							
a. DIM No. 18 Review	6	8	8	0	0	0	22
b. Workshop 18	4	4	4	0	0	0	12
Subtotal Hours	10	12	12	0	0	0	34
Total Task 2 - FY 18/19	\$ 2,513	\$ 2,163	\$ 1,866	\$ -			\$ 6,543
3. 30% Project Review (3- Packages)							
a. 30% Project Review (10 hrs/ea)	21	30	30	0	0	12	93
b. Review Meetings (4 hrs/ea)	12	12	12	0	0	0	36
Subtotal Hours	33	42	42	0	0	12	129
Subtotal Covello Cost - FY18/19	\$ 8,294	\$ 7,571	\$ 6,532	\$ -			\$ 22,396
Subtotal Subconsultant					\$ -	\$ 2,225	\$ 2,225
5% Markup					\$ -	\$ 111	\$ 111
Total Task 3							\$ 24,732
4. 60% Constructability Review (3 - Packages)							
a. 60% Constructability Review (18 hrs/ea)	36	54	54	18	12	32	206
b. Review Meetings (5 hrs/ea)	12	15	15	0	2	4	48
Subtotal Hours	48	69	69	18	14	36	254
Subtotal Covello Cost - FY 18/19	\$ 12,063	\$ 12,437	\$ 10,732	\$ 3,708			\$ 38,940
Subtotal Subconsultant					\$ 3,216	\$ 6,674	\$ 9,890
5% Markup					\$ 161	\$ 334	\$ 495
Total Task 4							\$ 49,325
5. 90% Constructability Review							
a. 90% Constructability Review	48	64	64	64	16	50	306
b. Review Meetings	16	16	16	0	4	4	56
Subtotal Hours	64	80	80	64	20	54	362
Subtotal Covello Cost - FY 19/20	\$ 16,567	\$ 14,853	\$ 12,816	\$ 13,580			\$ 57,815
Subtotal Subconsultant					\$ 4,732	\$ 10,312	\$ 15,044
5% Markup					\$ 237	\$ 516	\$ 752
Total Task 5							\$ 73,611
6. 100% Constructability Review							
a. 100% Constructability Review	30	54	54	40	8	32	218
b. Review Meetings	8	8	8	0	0	4	28
Subtotal Hours	38	62	62	40	8	36	246
Subtotal Covello Cost - FY 19/20	\$ 9,837	\$ 11,511	\$ 9,932	\$ 8,487			\$ 39,767
Subtotal Subconsultant					\$ 1,893	\$ 6,875	\$ 8,767
5% Markup					\$ 95	\$ 344	\$ 438
Total Task 6							\$ 48,972
7. Geotechnical Report Review							
a. Draft Report Review	4	8	8	0	16	0	36
b. Final Report Review	4	8	8	0	16	0	36
Subtotal Hours	8	16	16	0	32	0	72
Subtotal Covello Cost - FY18/19	\$ 2,011	\$ 2,884	\$ 2,488	\$ -			\$ 7,383
Subtotal Subconsultant					\$ 7,350	\$ -	\$ 7,350
5% Markup					\$ 368	\$ -	\$ 368
Total Task 7							\$ 15,101
8. Forecast Schedule Review - LDs / WDs	4	16	16	0	0	0	36
Total Task 8 - FY19/20	\$ 1,035	\$ 2,971	\$ 2,563	\$ -	\$ -	\$ -	\$ 6,569
9. Team Meetings/Project Coordination	24	48	32	0	0	0	104
Total Task 9 - FY19/20	\$ 6,213	\$ 8,912	\$ 5,126	\$ -	\$ -	\$ -	\$ 20,250
10. Front-End Specification Review	8	16	32	0	0	0	56
Total Task 10 - FY19/20	\$ 2,071	\$ 2,971	\$ 5,126	\$ -	\$ -	\$ -	\$ 10,168
11. Equipment Procurement Assistance	4	36	4	0	0	0	44
Assume 3 packages (12 hrs/package)							
Total Task 11 - FY19/20	\$ 1,035	\$ 6,684	\$ 641	\$ -	\$ -	\$ -	\$ 8,360
12. Bid Period Assistance	30	40	40	0	0	0	110
Total Task 12 - FY20/21	\$ 7,999	\$ 7,649	\$ 6,600	\$ -	\$ -	\$ -	\$ 22,248
TOTAL - Precon Period Services (Hours)	285	455	419	122	74	138	1,493
TOTAL - Preconstruction Period Services (Budget)							\$ 294,819

1. Escalation estimate is based on an approximate 3% billing rate adjustment each fiscal year; starting on July 1, 2018
2. Fiscal year for each task is assumed based on Carollo schedule dated 10/9/17

B.2B
CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT
THICKENING & DEWATERING
PRECONSTRUCTION PERIOD SERVICES
THE COVELLO GROUP, INC. - STAFF EFFORT AND BUDGET ESTIMATE
December 4, 2017

	B.Presser (PIC/PM)	M.Redig (CM)	D.Green (Asst CM)	Discipline Specialists	Subconsultants		TOTAL
					D. Mathy (Geotech)	T. Beecher (Elec)	
FY 17/18 Billing Rate	\$ 244	\$ 175	\$ 151	\$ 200	\$ 223	\$ 180	
FY 18/19 Billing Rate	\$ 251	\$ 180	\$ 156	\$ 206	\$ 230	\$ 185	
FY 19/20 Billing Rate	\$ 259	\$ 186	\$ 160	\$ 212	\$ 237	\$ 191	
FY 20/21 Billing Rate	\$ 267	\$ 191	\$ 165	\$ 219	\$ 244	\$ 197	
FY 21/22 Billing Rate	\$ 275	\$ 197	\$ 170	\$ 225	\$ 251	\$ 203	
ACTIVITY DESCRIPTION	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)
1. DIM No. 14 - Sequencing and Site Layout							
a. DIM No. 14 Review	0	0	0	0	0	0	0
b. Workshop 14	0	0	0	0	0	0	0
Subtotal Hours	0	0	0	0	0	0	0
Total Task 1 - FY18/19	\$ -	\$ -	\$ -	\$ -			\$ -
2. DIM No. 18 - Perimeter Wall (Optional)							
a. DIM No. 18 Review	0	0	0	0	0	0	0
b. Workshop 18	0	0	0	0	0	0	0
Subtotal Hours	0	0	0	0	0	0	0
Total Task 2 - FY 18/19	\$ -	\$ -	\$ -	\$ -			\$ -
3. 30% Project Review (3- Packages)							
a. 30% Project Review (8 hrs/ea)	18	24	24	0	0	8	74
b. Review Meetings (3 hrs/ea)	9	9	9	0	0	0	27
Subtotal Hours	27	33	33	0	0	8	101
Subtotal Covello Cost - FY18/19	\$ 6,786	\$ 5,948	\$ 5,132	\$ -			\$ 17,866
Subtotal Subconsultant					\$ -	\$ 1,483	\$ 1,483
5% Markup					\$ -	\$ 74	\$ 74
Total Task 3							\$ 19,424
4. 60% Constructability Review (3 - Packages)							
a. 60% Constructability Review (12 hrs/ea)	24	36	36	0	8	16	120
b. Review Meetings (4 hrs/ea)	12	12	12	0	2	2	40
Subtotal Hours	36	48	48	0	10	18	160
Subtotal Covello Cost - FY18/19	\$ 9,048	\$ 8,652	\$ 7,465	\$ -			\$ 25,165
Subtotal Subconsultant					\$ 2,297	\$ 3,337	\$ 5,634
5% Markup					\$ 115	\$ 167	\$ 282
Total Task 4							\$ 31,081
5. 90% Constructability Review							
a. 90% Constructability Review	24	32	32	0	12	24	124
b. Review Meetings	8	8	8	0	2	2	28
Subtotal Hours	32	40	40	0	14	26	152
Subtotal Covello Cost - FY19/20	\$ 8,284	\$ 7,426	\$ 6,408	\$ -			\$ 22,118
Subtotal Subconsultant					\$ 3,312	\$ 4,965	\$ 8,277
5% Markup					\$ 166	\$ 248	\$ 414
Total Task 5							\$ 30,809
6. 100% Constructability Review							
a. 100% Constructability Review	16	24	24	0	4	16	84
b. Review Meeting	6	6	6	0	0	2	20
Subtotal Hours	22	30	30	0	4	18	104
Subtotal Covello Cost - FY20/21	\$ 5,866	\$ 5,737	\$ 4,950	\$ -			\$ 16,553
Subtotal Subconsultant					\$ 975	\$ 3,540	\$ 4,515
5% Markup					\$ 49	\$ 177	\$ 226
Total Task 6							\$ 21,294
7. Geotechnical Report Review							
a. Draft Report Review	0	0	0	0	0	0	0
b. Final Report Review	0	0	0	0	0	0	0
Subtotal Hours	0	0	0	0	0	0	0
Subtotal Covello Cost - FY18/19	\$ -	\$ -	\$ -	\$ -			\$ -
Subtotal Subconsultant					\$ -	\$ -	\$ -
5% Markup					\$ -	\$ -	\$ -
Total Task 7							\$ -
8. Forecast Schedule Review - LDs / WDs	2	12	12	0	0	0	26
Total Task 8 - FY20/21	\$ 533	\$ 2,295	\$ 1,980	\$ -	\$ -	\$ -	\$ 4,808
9. Team Meetings/Project Coordination	16	32	24	0	0	0	72
Total Task 9 - FY19/20	\$ 4,142	\$ 5,941	\$ 3,845	\$ -	\$ -	\$ -	\$ 13,927
10. Front-End Specification Review	4	12	24	0	0	0	40
Total Task 10 - FY20/21	\$ 1,067	\$ 2,295	\$ 3,960	\$ -	\$ -	\$ -	\$ 7,321
11. Equipment Procurement Assistance	2	24	2	0	0	0	28
Assume 2 packages (12 hrs/package)							
Total Task 11 - FY20/21	\$ 533	\$ 4,589	\$ 330	\$ -	\$ -	\$ -	\$ 5,453
12. Bid Period Assistance	16	32	32	0	0	0	80
Total Task 12 - FY21/22	\$ 4,394	\$ 6,303	\$ 5,438	\$ -	\$ -	\$ -	\$ 16,135
TOTAL - Precon Period Services (Hours)	157	263	245	0	28	70	763
TOTAL - Preconstruction Period Services (Budget)							\$ 150,251

1. Escalation estimate is based on an approximate 3% billing rate adjustment each fiscal year; starting on July 1, 2018
2. Fiscal year for each task is assumed based on Carollo schedule dated 10/9/17

B.3
CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT
ADMINISTRATION AND LABORATORY BUILDING
PRECONSTRUCTION PERIOD SERVICES
THE COVELLO GROUP, INC. - STAFF EFFORT AND BUDGET ESTIMATE
December 4, 2017

	B.Presser (PIC/PM)	M.Redig (CM)	D.Green (Asst CM)	Discipline Specialists	Subconsultants		TOTAL
					D. Mathy (Geotech)	T. Beecher (Elec)	
FY 17/18 Billing Rate	\$ 244	\$ 175	\$ 151	\$ 200	\$ 223	\$ 180	
FY 18/19 Billing Rate	\$ 251	\$ 180	\$ 156	\$ 206	\$ 230	\$ 185	
FY 19/20 Billing Rate	\$ 259	\$ 186	\$ 160	\$ 212	\$ 237	\$ 191	
ACTIVITY DESCRIPTION	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)
1. DIM No. 1 - Sequencing and Site Layout							
a. DIM No. 1 Review	8	16	12	0	0	0	36
b. Workshop 1	6	6	6	0	0	0	18
Subtotal Hours	14	22	18	0	0	0	54
Total Task 1 - FY17/18	\$ 3,416	\$ 3,850	\$ 2,718	\$ -			\$ 9,984
2. DIM No. 3 - Foundation Design							
a. DIM No. 3 Review	6	12	8	0	12	0	38
b. Workshop 3	4	4	4	0	4	0	16
Subtotal Hours	10	16	12	0	16	0	54
Subtotal Covello Cost - FY17/18	\$ 2,440	\$ 2,800	\$ 1,812	\$ -			\$ 7,052
Subtotal Subconsultant					\$ 3,568	\$ -	\$ 3,568
5% Markup					\$ 178	\$ -	\$ 178
Total Task 2							\$ 10,798
3. 30% Project Review							
a. 30% Project Review	12	16	16	0	6	8	58
b. Review Meeting	6	6	6	0	0	0	18
Subtotal Hours	18	22	22	0	6	8	76
Subtotal Covello Cost - FY18/19	\$ 4,524	\$ 3,966	\$ 3,422	\$ -			\$ 11,911
Subtotal Subconsultant					\$ 1,378	\$ 1,483	\$ 2,861
5% Markup					\$ 69	\$ 74	\$ 143
Total Task 3							\$ 14,915
4. 60% Constructability Review							
a. 60% Constructability Review	16	28	28	20	12	20	124
b. Review Meetings	6	6	6	0	0	2	20
Subtotal Hours	22	34	34	20	12	22	144
Subtotal Covello Cost - FY 18/19	\$ 5,529	\$ 6,129	\$ 5,288	\$ 4,120			\$ 21,066
Subtotal Subconsultant					\$ 2,756	\$ 4,079	\$ 6,835
5% Markup					\$ 138	\$ 204	\$ 342
Total Task 4							\$ 28,242
5. 90% Constructability Review							
a. 90% Constructability Review	24	40	40	20	12	32	168
b. Review Meetings	8	8	8	0	2	2	28
Subtotal Hours	32	48	48	20	14	34	196
Subtotal Covello Cost - FY18/19	\$ 8,042	\$ 8,652	\$ 7,465	\$ 4,120			\$ 28,280
Subtotal Subconsultant					\$ 3,216	\$ 6,304	\$ 9,519
5% Markup					\$ 161	\$ 315	\$ 476
Total Task 5							\$ 38,275
6. 100% Constructability Review							
a. 100% Constructability Review	12	20	20	0	6	16	74
b. Review Meeting	6	6	6	0	0	2	20
Subtotal Hours	18	26	26	0	6	18	94
Subtotal Covello Cost - FY 18/19	\$ 4,524	\$ 4,687	\$ 4,044	\$ -			\$ 13,254
Subtotal Subconsultant					\$ 1,378	\$ 3,337	\$ 4,715
5% Markup					\$ 69	\$ 167	\$ 236
Total Task 6							\$ 18,205
7. Geotechnical Report Review							
a. Draft Report Review	4	8	4	0	12	0	28
b. Final Report Review	4	8	4	0	12	0	28
Subtotal Hours	8	16	8	0	24	0	56
Subtotal Covello Cost - FY18/19	\$ 2,011	\$ 2,884	\$ 1,244	\$ -			\$ 6,139
Subtotal Subconsultant					\$ 5,513	\$ -	\$ 5,513
5% Markup					\$ 276	\$ -	\$ 276
Total Task 7							\$ 11,927
8. Forecast Schedule Review - LDs / WDs	2	12	8	0	0	0	22
Total Task 8 - FY18/19	\$ 503	\$ 2,163	\$ 1,244	\$ -	\$ -	\$ -	\$ 3,910
9. Team Meetings/Project Coordination	12	24	24	0	0	0	60
Total Task 9 - FY18/19	\$ 3,016	\$ 4,326	\$ 3,733	\$ -	\$ -	\$ -	\$ 11,075
10. Front-End Specification Review	4	12	24	0	0	0	40
Total Task 10 - FY18/19	\$ 1,005	\$ 2,163	\$ 3,733	\$ -	\$ -	\$ -	\$ 6,901
11. Equipment Procurement Assistance	0	0	0	0	0	0	0
Total Task 11 - FY19/20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Bid Period Assistance	16	32	32	0	0	0	80
Total Task 12 - FY19/20	\$ 4,142	\$ 5,941	\$ 5,126	\$ -	\$ -	\$ -	\$ 15,209
TOTAL - Pre-con Period Services (Hours)	156	264	256	40	78	82	876
SUBTOTAL - Precon Period Services (Budget)							\$ 169,442

1. Escalation estimate is based on an approximate 3% billing rate adjustment each fiscal year; starting on July 1, 2018
2. Fiscal year for each task is assumed based on MWA schedule dated 11/27/17



City of Sunnyvale

Agenda Item

18-0106

Agenda Date: 3/6/2018

REPORT TO COUNCIL

SUBJECT

Approve Budget Modification No. 43 in the Amount of \$1,200,000 to Advance Funding for the Early Replacement of Two Fire Engines, and Find that the Action is Exempt from CEQA

BACKGROUND

The City plans and budgets for the replacement of fleet equipment over a twenty-year horizon. Replacements are funded by annual contributions made by each department based on the fleet inventory used. Equipment is assigned a life and evaluated for replacement once the useful life has expired. It is common for equipment to either fail before the end of its useful life, or to be extended as it is still in working condition and providing the level of service needed.

The budget for fleet replacement resides in the Fleet Services Sub-Fund (an internal service fund). The fund carries a modest reserve to absorb cost volatility where equipment comes above planned cost, or needs to be replaced early.

Currently, there are two fire engines on the schedule for replacement for FY 2017/18. Staff is recommending to advance replacement of two additional fire engines as the manufacturer has gone out of business and fleet maintenance staff are having difficulty obtaining parts to maintain the fire engines requested for replacement.

EXISTING POLICY

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.

ENVIRONMENTAL REVIEW

The action being considered does not require environmental review because it can be seen with certainty that there is no possibility that the action will have a significant effect on the environment. (CEQA Guidelines §15061(b)(3).)

DISCUSSION

The Department of Public Safety operates numerous fire apparatus throughout the City, including both fire engines and fire trucks. Fire equipment is procured through a formal bid process based on a detailed specification that meets the current needs of the department. As such, equipment from various manufacturers has been procured over the years. Five of the City's fire engines and one rescue unit were purchased from a manufacturer that subsequently went out of business. The City is currently having difficulty finding replacement parts for these vehicles.

Two fire engines originally purchased in 1998 were already budgeted for replacement in the current year. Staff is recommending accelerating the replacement of another two purchased in 2002. Fleet staff will retain one engine to use for parts, and surplus the others. The remaining engine and rescue unit will be rescheduled for replacement within the regular budget process.

FISCAL IMPACT

Replacement of Public Safety fleet equipment is funded by the General Fund. Advancing the funding for replacement will require a transfer from the General Fund to the Fleet Services Sub-Fund as the Fleet Fund Equipment Reserve does not have a large enough balance to fund this replacement and remain balanced in the short term. The impact over the twenty-year plan can be absorbed as the replacement funding that was scheduled for future years will be removed, but there is a fiscal impact in the short- term from transferring monies early. Staff is recommending approval of Budget Modification 43 to transfer funds from the General Fund to the Fleet Services Sub-Fund to advance the replacement of an additional two fire engines.

Budget Modification No. 43 FY 2017/18

	Original	Increase/(Decrease)	Revised
General Fund			
<u>Transfers Out</u>			
Transfer to the General Services Fund, Fleet Services Sub-Fund	\$0	\$1,200,000	\$1,200,000
<u>Reserves</u>			
Budget Stabilization Fund	\$33,232,331	(\$1,200,000)	\$32,032,331
General Services Fund, Fleet Services Sub-Fund			
<u>Transfers In</u>			
Transfer from the General Fund	\$0	\$1,200,000	\$1,200,000
<u>Expenditures</u>			
020700 - Fleet Equipment	\$4,233,589	\$1,200,000	\$5,433,589

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

Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15061(b)(3)) and approve Budget Modification No. 43 in the amount of \$1,200,000 to advance funding for the early replacement of two fire engines.

Prepared by: Timothy J. Kirby, Director of Finance
Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager



City of Sunnyvale

Agenda Item

18-0220

Agenda Date: 3/6/2018

SUBJECT

Approve the First Amendment to Outside Counsel Agreement with Bertrand, Fox & Elliot for Litigation Services in the Matter of Bagley v. Santa Clara County, et al.

REPORT IN BRIEF

Approval is requested for a First Amendment to the Outside Counsel Agreement with the law firm of Bertrand, Fox & Elliot for legal services and representation of the City in the matter of *Bagley v. Santa Clara County, et al.*, Case No. 16-CV-02250-PSG, currently pending in the United States District Court Northern District of California. The First Amendment to the Agreement is needed to cover the costs associated with proceeding to trial on this case, which are estimated to be \$100,000.

BACKGROUND

Gregory Fox, a trial attorney who specializes in the areas of municipal tort defense and constitutional and civil rights law, and partner in the law firm of Bertrand Fox & Elliot, was retained by the City Attorney under Section 908 of the City Charter to represent the City and provide legal services and representation in tort cases and police liability and civil rights matters. Mr. Fox has extensive litigation experience and has aggressively litigated cases on behalf of the City, with a significant number of claims dismissed or adjudicated in favor of the City. The Agreement was entered in May 2016, and the not to exceed amount was \$100,000. The term of the Agreement expires in May 2019.

DISCUSSION

Mr. Fox is providing advice and representation on a number of matters, and provides on-call advice related to claims and litigation. This current case involves Plaintiff alleging civil rights violations relating to his arrest on December 22, 2012, by Sunnyvale Public Safety Officers. Plaintiff further alleges that the public safety officers somehow falsely procured a warrant and arrested him, and that he was subjected to excessive force by an unnamed public safety officer and K-9 public safety dog during his arrest and suffered injuries during the arrest. Plaintiff also alleges that persons from the offices of the Public Defender and District Attorney have conspired to violate his rights. The only cause of action left against the City is the excessive force claim. The trial is set for December 2018, and the court has ordered an Early Neutral Evaluation for April 19, 2018, in attempt to provide an assessment of the merits of the case by a neutral expert, which can possibly lead to an early resolution by settlement. Therefore, it is necessary to amend the Agreement to allow for an additional \$100,000 in potential legal expenses, including costs associated with the Early Neutral Evaluation and other costs associated with proceeding to trial, for a new not-to-exceed amount of \$200,000.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Funds are available in the FY 2017/18 Liability and Property Insurance Fund for this First Amendment.

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Attorney to execute a First Amendment, in substantially the same form as Attachment 1 to the report, to the Outside Counsel Agreement with the law firm of Bertrand, Fox & Elliot to increase the not-to-exceed amount by \$100,000, for a new not-to-exceed contract amount of \$200,000.

Prepared by: Nichole G. Anglin, Paralegal

Reviewed and Approved by: John A. Nagel, City Attorney

ATTACHMENT

1. Draft First Amendment to Outside Counsel Agreement

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
BERTRAND, FOX, ELLIOT, OSMAN & WENZEL,
A PROFESSIONAL CORPORATION
(Bagley vs. City of Sunnyvale)**

THIS FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT is entered into this ____ day of _____, 2018, by the CITY OF SUNNYVALE (“City”), a municipal corporation and BERTRAND, FOX, ELLIOT, OSMAN & WENZEL, a California professional corporation (“Outside Counsel”).

RECITALS

WHEREAS, on June 20, 2016, City and Outside Counsel entered into an agreement entitled, “Legal Services Agreement between the City of Sunnyvale and Bertrand, Fox, Elliot, Osman & Wenzel, a professional corporation (Bagley vs. City of Sunnyvale)” (“Agreement”); and

WHEREAS, City and Outside Counsel desire to amend the Agreement to increase the amount of total compensation allowed by \$100,000;

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

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

3.0 COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENTS.

3.1 Compensation. Fees for all legal services provided hereunder shall be charged in accordance with First Revised Exhibit “A” which is attached and incorporated by reference. First Revised Exhibit “A” may be amended, from time to time, to alter fees and charges applicable hereto provided that a letter agreement is duly signed and approved by the City Attorney. The total amount of fees and expenses shall not exceed \$200,000.00. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

3. Exhibit A, “Fee Schedule” is amended to read as shown in First Revised Exhibit A, attached and incorporated into this First Amendment.

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

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

CITY OF SUNNYVALE, a municipal
corporation

BERTRAND, FOX, ELLIOT, OSMAN &
WENZEL, a California professional
corporation

JOHN A. NAGEL
City Attorney

By _____
GREGORY M. FOX
Vice President

Dated: _____

Dated: _____

FIRST REVISED EXHIBIT A

FEE SCHEDULE

RATE SCHEDULE

Partners (litigation matter)	\$185
Partners (non-litigation matter)	\$185
Associates	\$170



City of Sunnyvale

Agenda Item

18-0105

Agenda Date: 3/6/2018

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to Negotiate a Formal Memorandum of Understanding with the Sunnyvale School District and Fremont Union High School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site

REPORT IN BRIEF

On February 7, 2017, the City Council authorized the City Manager to conduct a feasibility study (Attachment 2) to explore a joint-use Lakewood Branch Library and Learning Center in partnership with the Sunnyvale School District (SSD). In the initial meetings with the School District, the District indicated that proximity to the existing elementary school site would be a determining factor as to whether a partnership would be viable. As a result, the study team (comprised of City and School District staff working together with Anderson Brulé Architects), evaluated four sites on School District property (Attachment 3 - Site Options).

The study team developed a program space plan (Attachment 4) and evaluated the sites using the following criteria: 1) whether there would be adequate square footage to meet programming needs now and in the future; 2) proximity and pathway connections to/from Lakewood School and Park for convenient and safe access; 3) a parking standard of 2.6 spaces per 1,000 square feet of program in accordance with standards for libraries set by the Institute of Transportation Engineers (ITE); 4) impact to existing park infrastructure, program elements and plantings; and 5) the project's ability to creating a positive relationship and presence in the neighborhood.

Options 1 and 2 would result in a two-story, 21,000 square foot facility located on the existing pool site. They differ in that Option 2 provides a different building footprint to create a more public entry/plaza space. The number of parking spaces needed to support this size facility is 55 spaces. When added together with the District's existing parking lot of 52 spaces, a total of 107 spaces is needed to meet both the District's and Branch Library and Learning Center's requirements. Option 1 can only accommodate a total of 55 spaces and Option 2 a total of 64 spaces. As such, neither of these Options were deemed of mutual interest and were dropped from further evaluation of cost.

Option 3 explores a single-story facility of approximately 19,200 square feet (21,600 square feet with two partners) on a larger site area to create ample off-street parking (112 spaces). This is achieved by utilizing the existing pool site for parking and a portion of an existing softball field to site the facility. Should this Option be pursued, reconstruction of the softball field would be referred to the Lakewood Park Renovation and Enhancement Project. Because the City would consider the construction of the field as part of that project, costs for constructing a new softball field are not included within the Lakewood Branch Library and Learning Center project budget.

Option 4 utilizes the same siting concept as Option 3, but utilizes an "L" shape configuration to allow

for a greater plaza/entry space. Option 4 would be a two-story facility of approximately 21,000 square feet (23,400 with two partners). The increase in square footage is required to account for vertical circulation and not an increase in assigned program space.

While final project costs will vary depending on future design decisions, it is estimated that the cost for Option 3 would be in the range of \$25 - \$31 million and Option 4 in the range of \$26 - \$32 million. Please note these numbers have been adjusted since the presentation to the joint meeting of the Board of Library Trustees and the Parks and Recreation Commission. The previous cost estimates were based on 20% for soft costs. The new cost estimates are based on 35% for soft costs in line with the City's recent experience with other projects. In addition, while square footage for a third partner was included in both Options, this was considered optional at the time cost estimates were developed; and therefore, would be in addition to the cost ranges noted above.

The Sunnyvale School District has agreed in concept to the following terms and conditions: 1) Consideration of Option 3 or 4; 2) a 50-year lease with one, 25 year option at a cost of \$1 for the entire term; 3) \$3 million towards the cost of design and construction and a pro-rata share of on-going operations, maintenance and utilities; 4) expansion of the CNC governance model to include the Lakewood Branch Library and Learning Center partnership; 5) the City as the ultimate decision-maker subject to Division of State Architect requirements; 6) construction of shared off-street parking; 7) City access to Lakewood Elementary facilities after hours as mutually agreed upon; 8) existing softball field converted to open space for school-related activities; and the 9) allocation of space for a third partner with a corresponding contribution of financial resources and adherence to the other terms and conditions of the partnership. Utilizing the highest cost scenario of Option 4 of \$32 million dollars, there is an anticipated funding gap of \$8 million dollars for design and construction. Staff costs and on-going expenses are not included in this amount and will also need to be addressed

A joint meeting of the Board of Library Trustees and the Parks and Recreation Commission was held on January 17, 2017. At that meeting, the Fremont Union High School District (FUHSD) expressed interest in becoming the third partner in the project. Both Commissions approved motions to recommend that the City Council authorize the City Manager to proceed with negotiations for the development of a formal Memorandum of Understanding with both SSD and FUHSD. (Attachment 5) A presentation was made to the SSD Board of Education on February 15 with unanimous consensus given to the Superintendent to proceed with negotiations with the City and Fremont High School District.

It is the finding of the study team that a partnership is both viable and mutually-beneficial with benefits of shared investments, expanded programming and public spaces in an underserved area of the City, preservation of City-owned park space and minimal parking impacts to the adjacent neighborhood. The Options identified in this report will, however, result in the need to adhere to Division of State Architect requirements for school construction that may extend the timeline for the project as well as result in construction of a building on School District property. While it is anticipated that these considerations will be mitigated through effective, on-going communication using the CNC governance model that has proven to be so successful over the past 25 years, it is conceivable that at the end of the 75-year term, the City would no longer have use of the Branch Library and Learning Center.

Should the Council authorize staff to proceed, staff would continue working with both the Sunnyvale School District and the Fremont High School District to further evaluate Options 3 and 4. Next steps

include: 1) a community engagement process to solicit feedback on the two options; 2) development of a staffing and operations plan to refine project costs; 3) the identification and evaluation of alternative funding strategies to support the project and/or “right-sizing” of the project to meet available resources and 4) the drafting of a formal Memorandum of Understanding between the parties for review and approval by the School Districts and the City Council.

BACKGROUND

In July, 2012, the Council held a special joint session with the Board of Library Trustees to study future options for the Library and Civic Center. Staff was directed to explore the construction of a branch library at Lakewood Park. The following are a few of the elements that contributed to that decision:

1. Lakewood is the only area in the City where residents must travel more than two miles to access a public library. (Attachment 6)
2. Highway 101 serves as a distinct barrier between this neighborhood and adjacent neighborhoods.
3. Lakewood has the second lowest percentage of library card holders of any city neighborhood.
4. Significant growth in residential units in the Morse/Tasman Industrial area was anticipated.
5. The Lakewood neighborhood has diverse demographics that reflect inequities in income, educational attainment and access to services. Moreover, Lakewood Elementary School is a Title 1 school which means that at least 40% of the student population qualifies for free or reduced lunch.

In the initial 2012 discussion of a branch library, it was anticipated that proceeds from the sale of Raynor Activity Center would be available to fund the project. However, the sale of Raynor Activity Center was delayed due to a lawsuit and funding was not available.

Transitioning to a “Lakewood Branch Library and Learning Center” Concept

In June 2016, the Raynor Activity Center lawsuit was resolved and funding became available for the Branch Library project. In July 2016, staff provided an informational memo to Council (RTC No. 16-0605) with an update on the branch library project and a recommendation to defer the Fair Oaks Park Project to prioritize and align multiple projects scheduled for Lakewood Park. These projects included the Branch Library, the Lakewood Park Renovation and Enhancement Project, the Demolition of Lakewood Pool Project and Renovation of the Lakewood Park Building. In taking this action to consolidate projects, the vision for a stand-alone Branch Library was redefined to become a Lakewood Branch Library and Learning Center that would serve as a primary resource for literacy, learning and wellness activities for the residents of north Sunnyvale.

The assumptions for the original branch library project in 2012 included:

1. A ten to twelve thousand square foot facility; (the building size was increased to seventeen thousand square feet during the FY 16/17 capital project cycle);
2. A level of service equal to 42 hours a week with no services on Friday or Saturday;
3. Limited staff with support from the Main Library on a rotational basis;
4. Construction of a branch library within the existing City-owned park property; and,
5. A single source of funding (proceeds from the sale of Raynor Activity Center).

In December 2016, staff initiated a discussion with SSD to determine whether the joint investment

and decision-making process that is part of the City's and SSD's successful collaboration at the Columbia Neighborhood Center could be replicated in the Lakewood Branch Library and Learning Center project in order to leverage resources and enhance the project scope. These discussions proved to be fruitful and resulted in a commitment from the SSD to work with the City in the completion of a feasibility study.

Feasibility Study

The Council approved the concept of a feasibility study at its meeting of February 7, 2017. (RTC No. 17-0072)

The desired outcomes of the feasibility study were to:

1. Determine if a partnership was viable by:
 - a. Defining the value and benefit for each partner's constituencies
 - b. Defining the framework for governance and operational model (including the contributions of each partner)
 - c. Confirming that a proposed project site could successfully accommodate the partnership model for a Lakewood Branch Library and Learning Center through evaluation against the following established criteria list:
 - i. Maintains safety and security for the school students, faculty and surrounding community;
 - ii. Provides proximity and pathway connections to Lakewood School for convenient and safe access;
 - iii. Provides adequate additional parking for the new services without impacting existing parking counts;
 - iv. Maintains existing pedestrian access points into the park and school;
 - v. Minimizes impact to existing park infrastructure, program elements and plantings;
 - vi. Provides positive relationship and presence in the neighborhood;
 - vii. Provides easy access to the library for loading/delivery;
 - viii. Provides exterior library program space opportunities;
 - ix. Maintains recreational space for school-based programming
2. Understand conceptual total project costs;
3. Identify remaining decision points that are of mutual interest and require discussion as the project progresses;
4. Gather data to inform subsequent public outreach processes; and
5. Gather data to inform the Lakewood Park Renovation and Enhancement Project scope and budget.

It is important to note that the feasibility study was intended to determine whether a partnership between the City and the School District was feasible. As such, community input into the development of potential options did not occur until after options of mutual interest had been identified. Should the Council authorize staff to proceed, a community input process will be initiated to solicit feedback from the broader community as to the benefits and considerations of the two site options that have been identified to be of mutual interest through the feasibility study.

EXISTING POLICY

CC-7.2a: Study the space needs of the Library as the population grows and diversifies and

recommend the most appropriate configuration for services and facilities.

CC-10.6: Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities and services, in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

CC-12: Maximum access to recreation services, facilities and amenities. The City strives to maximize access to all of its services, facilities and amenities.

LT-8.7: Conduct a cost/benefit analysis to determine whether the general community would be well-served during no-school hours by capital improvements to school-owned open space and/or recreational facilities. The cost/benefit analysis should take into account ongoing maintenance costs and responsibilities. When it is determined that the community would be well-served by the capital improvement, the City will consider funding a share of the costs of those improvements proportionate to the City's use.

LT-8.8: Support the acquisition or joint use through agreements with partners of suitable sites to enhance Sunnyvale's open spaces and recreational facilities based on community need and through such strategies as development of easements and right-of-ways for open space use, conversion of sites to open space from developed use of land and landbanking.

ENVIRONMENTAL REVIEW

The actions being considered at this time do not rise to the level of a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) because they have no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. While the feasibility study narrows the range of issues under consideration for the Lakewood Branch Library and Learning Center project, neither the study nor the actions proposed in this report commit the City to any definite course of action with respect to the Lakewood Branch. Further, under CEQA guidelines section 15262, feasibility or planning studies for a possible future action that the City Council has not approved, adopted, or funded are exempt from CEQA; accepting the findings of the feasibility study is an action that has no legally binding effect. Appropriate environmental review for the Lakewood Branch Library and Learning Center will be completed as part of project design if, and when, the Council decides to move forward with the project.

DISCUSSION

Philosophy, Approach and Space Programming

The Sunnyvale Public Library is a service-driven organization that operates in a continually evolving and increasingly diverse 21st century environment where critical thinking, collaboration, creativity, cross-cultural understanding and technology are hallmarks of a learning environment.

The proposed Lakewood Branch Library and Learning Center at Lakewood Elementary is intended to serve as modern library - a place for the community to gather, to learn, to experience and to share in the development of lifelong learning and capacity-building activities.

As noted above, four site options were explored. Each option was evaluated within the context of a space program of approximately 21,000 square feet with the following program elements:

Program	Net SF	Program	Net SF
Lobby Area	98	Technology	1200
Market Place	875	Children's	2791
Checkout Area	576	Teens	623
Staff Area	1557	Adults	2240
Community Collaboration	5007-6899*	Languages	380

*Additional square footage has been included to account for non-assignable square footage as well as vertical circulation. A more detailed breakdown is included as Attachment 7.

Parking

Depending on the site option, parking requirements for the Lakewood Branch Library and Learning Center range from 55 to 61. As the City does not have a parking standard for libraries, the study team utilized the standard established by the Institute of Transportation Engineers of 2.6 spaces/1000 square feet.

There is an existing parking lot adjacent to the project site that has 52 spaces. In evaluating shared parking opportunities, the study team noted that there would be times when the District would need full use of its parking lot; however, there would also be times when there would be the ability to allow use of the School site parking to support the Branch Library and Learning Center. As such, the study team set a target of 107 spaces to meet the needs of both the District and the City (52 spaces from the District and 55 for the Branch Library and Learning Center) in order to not negatively impact the neighborhood or existing level of services at the school site. Option 4 with three partners would result in a 23,400 square foot facility. Utilizing the 2.6 per 1,000 square foot standard, the required spaces would be 112. Given the other potential benefits of Option 4 and the likelihood that 5 spaces in the school site parking lot would be available a significant portion of the time, this small variance is considered by the study team to be acceptable; and therefore, Option 4 is recommended for further study.

Site Options

Attachment 2 provides visual representations of each of the four original site options evaluated by the feasibility study project team:

Option 1 condenses the building footprint, creating a two-story Library and Learning Center. The parking area is contained within the existing pool site area only, minimizing the impact to the existing softball field. While this option minimizes the building footprint and maintains the existing softball field, this option fails to meet the parking standard by 52 spaces.

Option 2 is similar to Option 1 and explores a different building footprint which creates a more public entry/plaza space at the front of the building. Again, while this option minimizes the building footprint and maintains the existing softball field, this option fails to meet the parking standard by 43 spaces.

Option 3 explores a single-story solution on a larger site area to create ample off-street parking. However, relocation of the existing softball field is required to maintain adequate outdoor field space for school-time activities.

Option 4 like Option 3 explores a larger site area that extends into the existing softball field and a two-story solution to create ample parking and additional useable exterior space. This Option also requires relocation of the existing softball field. The increase in square footage is required to account for vertical circulation and not an increase in assigned program space.

As noted in the previous section, the targeted minimum number of spaces is 107 parking spaces. Option 1 can accommodate a total of 55 spaces and Option 2 a total of 64 spaces. As such, neither of these Options was deemed to be of mutual interest and were dropped from further evaluation of cost.

Options 3 and 4 allow for the targeted number of parking spaces for the facility and consequently, preliminary cost estimates were prepared. While final project costs will vary depending on future design decisions, it is estimated that the cost for Option 3 would be in the range of \$25 - \$31 million and Option 4 in the range of \$26 - \$32 million. Please note these numbers have been adjusted since the presentation to the joint meeting of the Board of Library Trustees and the Parks and Recreation Commission. The previous cost estimates were based on 20% for soft costs. The new cost estimates are based on 35% for soft costs in line with the City's recent experience with other projects.

Both Options 3 and 4 allocate space for future growth and/or the participation of a third partner. At the time of the feasibility study, a third partner had not yet been identified. Consequently, while the allocation of space was made for study purposes, the associated expense was considered to be option and therefore, not included in the projected costs for Options 3 and 4. The project costs will be adjusted to reflect the participation and contribution of FUHSD if appropriate.

Options 3 and 4 provide key benefits and value to the community as follows:

1. Adequate parking in both options, minimizing potential for overflow of parking into the adjacent neighborhood;
2. Use of school property instead of park property that results in reduced displacement of park elements and preservation of City parkland;
3. Greater exterior programming opportunities to support students, parents and residents of Lakewood Village;
4. Maintains green space at the southern edge of the Lakewood Branch Library and Learning Center and along the Lakewood School site edge; and
5. Ensures access to eastern edge of school campus to facilitate outdoor activities during the school day.

The most significant constraint of both Options 3 and 4 is that this siting would require the relocation of an existing softball field. Both Options 3 and 4 recommend that the question of rebuilding a softball field on adjacent City-owned park land be referred to the larger Lakewood Park Renovation and Enhancement project. Should the decision be made to incorporate inclusion of a new softball field into the Lakewood Park Renovation and Enhancement project, additional funds for this element

would be required for project number 831830. For these reasons, those costs are not included within the current Library and Learning Center project budget.

Both recommended options would be subject to Division of State Architect requirements for school construction that may extend the timeline for the project as well as result in the construction of a building on School District property. While it is anticipated that these considerations will be mitigated through effective, on-going communication using the CNC governance model that has proven to be successful over the past 25 years, it is conceivable that at the end of the 75-year term, the City would no longer have use of the Branch Library and Learning Center.

Preliminary Terms and Conditions

The Sunnyvale School District has agreed in concept to:

- Lease the project site to the City for a period of 50 years with an option of an additional 25 years for a total cost of \$1 over the term of the lease;
- Contribute approximately \$3 million towards the cost of construction of the facility;
- Share in a pro-rata share of ongoing operations, staffing and maintenance of the facility; and
- Make facilities and amenities at Lakewood Elementary School available to the City for use after school hours consistent with the City's current arrangement at the Columbia Neighborhood Center and Columbia Middle School.

In return, the District would receive priority use of approximately 2,400 square feet of partner space at the Lakewood Branch Library and Learning Center (program room, program room storage, hoteling space, etc.).

A joint meeting of the Board of Library Trustees and the Parks and Recreation Commission was held on January 17, 2017. At that meeting, the Fremont Union High School District (FUHSD) expressed interest in becoming the third partner in the project. Both Commissions approved motions to recommend that the City Council authorize the City Manager to proceed with negotiations for the development of a formal Memorandum of Understanding with both SSD and FUHSD. (Attachment 3) A presentation was made to the SSD Board of Education on February 15, 2017 with unanimous consensus given to the Superintendent to proceed with negotiations with the City and Fremont High School District.

Should Council authorize staff to proceed with negotiations with FUHSD, the expectation would be that the District would contribute financial resources commensurate with their allocation of space and agree with the other preliminary terms and conditions identified by the study team with respect to the term of the agreement, shared investments for on-going operations, staffing and maintenance as well as the adoption of the CNC governance model.

Findings

It is the finding of the study team that a partnership is both viable and mutually-beneficial. Benefits of a partnership include:

1. **Community benefit** - A jointly-operated facility would enable the Sunnyvale School District to add capacity for staff training, community meetings and after-hours services for families. Moreover, the feasibility study identified many programs that were currently offered individually

by the City or the SSD that could be leveraged for efficiencies (literacy programs, after-school activities, parent education programs, cultural activities, inter-generational activities etc.). In this way, there would be greater community benefit associated with a joint facility than a stand-alone, City-operated facility.

2. **Shared Facilities Costs** - A joint project would allow for shared facilities costs. Much like the operations at the Columbia Neighborhood Center, a joint facility would allow for the priority allocation of space for SSD personnel, staff trainings and third-party service providers that would otherwise not be available to the SSD.
3. **Shared Operational Costs** - A joint project would allow for shared operational costs whereby the City and SSD could share in the cost of on-site staff to supervise both the facility and implementation of the partnership agreement. At Columbia Neighborhood Center, this staff also serves as the point of contact for community engagement at the facility and manages after-hour operations of school-site facilities on behalf of the SSD.
4. **Land Use** - A joint project allows for additional land use alternatives. By leveraging Sunnyvale School District land, a joint project ensures the proximity of the facility to the elementary school; thereby affording convenient access for students and their families.

Next Steps

Should the Council authorize staff to proceed, staff would continue working with the Sunnyvale School District and the Fremont High School District to further evaluate Options 3 and 4. This work would include:

- 1) a community engagement process to solicit feedback on the two options;
- 2) development of a staffing and operations plan to refine project costs;
- 3) the identification and evaluation of alternative funding strategies to support the project and/or “right-sizing” of the project to meet available resources; and
- 4) the drafting of a formal Memorandum of Understanding between the parties for review and approval by the School Districts and the City Council.

FISCAL IMPACT

The current City budget for design and construction of the project includes funding in the amount of \$20,915,000. With the anticipated contribution from SSD, the amount of funding available would increase to \$23,915,000 for construction of the project. Depending on the final site option selection, construction materials and design decisions, there will be a need for additional funding. Utilizing the highest cost scenario of Option 4 of \$32 million dollars total project costs, the expected funding gap is approximately \$8 million. It is important to note that at the time of the feasibility study, a third partner had not yet been identified. Consequently, while the allocation of space was made for study purposes, the associated expense was considered to be optional and therefore, not included in the projected costs for Options 3 and 4. The project costs will be adjusted to reflect the participation and contribution of FUHSD as appropriate.

As the current budget also does not contain sufficient funding for ongoing operating costs of a joint use facility, the next phase of site option evaluation will include the identification of additional funding sources to fill the expected funding gap including funding for staffing, operations and project costs associated with the participation of FUSHD. The contribution of FUSHD, community benefit funds (yet to be identified) or additional park dedication fee revenue are all sources of potential funding to fill the gap.

Should the Council wish to utilize these sources of funding, it would be necessary to re-prioritize or defund existing projects which may prove challenging in both the General Fund and Park Dedication Fund.

The final MOU will include a preferred site option, a refined staffing and operations plan, funding strategy as well as the final terms and conditions relative to project management and decision-making processes when it is brought back to Council for final approval.

PUBLIC CONTACT

Public contact was made through 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 negotiate a formal Memorandum of Understanding with the Sunnyvale School District and Fremont Union High School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site.
2. Recommend that the City proceed with a stand-alone Lakewood Branch Library and Learning Center project.
3. Consider other alternatives as directed by the City Council.

RECOMMENDATION

Alternative 1: Authorize the City Manager to negotiate a formal Memorandum of Understanding with the Sunnyvale School District and the Fremont Union High School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site.

Prepared by: Cynthia E. Bojorquez, Director, Library and Community Services

Reviewed by: Wayne Tanda, Interim Director, Public Works

Reviewed by: Timothy J. Kirby, Director, Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Report to Board of Library Trustees [17-0992, January 17, 2018] (without attachments)
2. Feasibility Report
3. Site Options
4. Space Program
5. Excerpt of Draft Minutes of the Board of Library Trustees and Parks and Recreation Commission Joint Meeting of January 17, 2018
6. Map of 2-Mile Service Radius to Local Libraries
7. Square Footage Program Comparison



City of Sunnyvale

Agenda Item

17-0992

Agenda Date: 1/17/2018

REPORT TO BOARD OF LIBRARY TRUSTEES AND PARKS & RECREATION COMMISSION

SUBJECT

Authorize the City Manager to Negotiate a Formal Memorandum of Understanding with the Sunnyvale School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site

REPORT IN BRIEF

On February 7, 2017, the City Council authorized the City Manager to conduct a feasibility study to determine the viability of joint-use Lakewood Branch Library and Learning Center in partnership with the Sunnyvale School District (SSD). A project team consisting of City and School District staff, working together with Anderson Brulé Architects, evaluated four site options (Attachment 5) and identified two viable alternatives of mutual interest (Options 3 and 4). One of the original key questions was whether the Lakewood Branch Library and Learning Center could be sited on the existing Lakewood Pool site. Options 1 and 2 explored this opportunity; however, neither met the desired site requirements and fall severely short in providing adequate parking. Consequently, those options were dropped from further evaluation.

Options 3 and 4 would be constructed on School District property with off-street parking achieved through the re-design of the District's existing parking lot augmented by parking on the adjacent Lakewood pool site.

At this point, there is not a design upon which to base a cost estimate as the cost will vary depending on future design decisions. However, for planning purposes, a range of low and high cost estimates has been developed as follows:

Option 3 would be a single-story facility with a projected cost ranging from \$23 million to \$28 million. Option 4 would be a two-story facility with an escalated total project cost in the range of \$24 million to \$29 million.

Both Options 3 and 4 allocate space for future growth and/or the contribution of a third partner such as the high school district and/or community college. The Fremont Union High School District (FUHSD) has expressed interest in the project. Approximately 2,384 square feet of community collaboration space has been identified for this purpose and would be subject to funding availability. Options 3 and 4 provide key benefits and value to the community as follows:

1. Adequate parking in both options, minimizing potential for overflow of parking into the adjacent neighborhood;
2. Use of school property instead of park property that results in reduced displacement of park elements and preservation of City park space;

3. Greater exterior programming opportunities to support students, parents and residents of Lakewood Village;
4. Maintains green space at the southern edge of the Lakewood Branch Library and Learning Center and along the District-owned Lakewood School site edge; and
5. Ensures access to eastern edge of school campus to facilitate outdoor activities during the school day.

The most significant constraint of both Options 3 and 4 is that this siting would require the utilization of an existing softball field on District property. Both Options 3 and 4 recommend that should the City wish to retain access to a softball field, it should be built on adjacent City-owned park land and be referred to the larger Lakewood Park Renovation and Enhancement project for discussion. For these reasons, those costs are not included within the current project budget.

The School District has agreed in concept to:

- Lease the project site to the City for a period of 50 years with an option of an additional 25 years for a total cost of \$1 over the term of the lease;
- Contribute approximately \$3 million towards the cost of construction of the facility;
- Share in a pro-rata share of ongoing operations, staffing and maintenance of the facility; and
- Make facilities and amenities at Lakewood Elementary School available to the City for use after school hours consistent with the City's current arrangement at the Columbia Neighborhood Center and Columbia Middle School.

In return, the District would receive priority use of approximately 2,384 square feet of partner space at the Lakewood Branch Library and Learning Center (program room, program room storage, hoteling space, etc.).

During the feasibility study process, FUHSD indicated an interest in becoming a partner in the project. While a meeting was held with FUHSD and the inclusion of FUHSD in terms of programming makes sense; to date, FUHSD is still studying the feasibility of a financial contribution. Because of this interest and in consideration of the unique opportunity for expansion of services to residents in north Sunnyvale that the Lakewood Branch Library and Learning Center represents, both Options 3 and 4 have footprints that would allow for the inclusion of an additional partner or future use by the City or School District.

Depending on the final site option selection, construction materials and design decisions, there may be a need for additional funding. Utilizing the highest cost scenario of Option 4 of \$29.1 million dollars, the expected funding gap is \$5.185 million dollars. In addition, the current 20-year financial plan does not contain sufficient funding for ongoing operating costs of a joint-use facility. The 20-year financial plan includes approximately \$300,000 annually for operating, with an additional \$200,000 to be re-directed from current library operations. Additional ongoing funding for a joint-use facility would need to be identified and funded.

Consequently, in developing a final MOU for Council consideration, the evaluation must include the identification of additional funding sources to fill the expected funding gap. This could include contributions from a third partner (Fremont Union High School District), community benefit funds (yet to be identified) or additional park dedication fee revenue. Should the Council wish to utilize these sources of funding, it may be necessary to re-prioritize or defund existing projects which may prove

challenging in both the General Fund and Park Dedication Fund.

Through the feasibility study process, it has been determined that a partnership is viable. The partnership to create a Lakewood Branch Library and Learning Center will provide increased value to the community as follows:

- Brings service delivery goals between Lakewood School and the City together to provide a greater community benefit than if the City were to build an independent facility;
- Allows for shared facility construction costs;
- Allows for shared ongoing operational costs;
- Allows open space in Lakewood Park to be preserved.

The study team recommends the partnership be presented to Council and the Sunnyvale Elementary School District with the following next steps:

1. Conduct community outreach to further evaluate Option 3 (one-story facility) versus Option 4 (two story facility) including:
 - a. The development of a staffing and operations plan to identify total ongoing costs for the City and SSD.
 - b. Review of alternative funding sources (for example, the percentage of the project that might be eligible for park dedication funds or community benefit dollars as well contributions for additional third parties) and a subsequent right-sizing of the project in alignment with available funding.
2. Develop a Memorandum of Understanding (MOU) between the City and the SSD that finalizes terms and conditions for the project.
3. That the findings of the feasibility study be used to inform the park renovation and enhancement park project with respect to the goals and objectives of the Lakewood Branch Library and Learning Center to ensure coordination and alignment with the park renovation and enhancement park project.

Upon completion of the community engagement process and preparation of a draft MOU, staff would return to Council for approval before starting any design work on the project.

BACKGROUND

On February 2, 2017, the City Council authorized staff to explore a partnership with the SSD for the joint development and operations of the Lakewood Branch Library and Learning Center. The purpose of the feasibility study was to determine whether the School District would have an interest in contributing to the project and if so, under what terms and conditions.

A project team, consisting of both City and SSD personnel, have been working together with Anderson Brulé Architects to review the original City stand-alone project, to identify opportunities of mutual interest for shared programming and facilities operations as well as to develop responses to the key questions and considerations outlined in Attachment 2 of the February 2, 2017 staff report (RTC No. 17-0072).

The purpose of this report is to share the findings of the project team and request approval to proceed with the development of a formal Memorandum of Understanding with the SSD for a Joint

Use Project on the Lakewood Elementary School site.

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

EXISTING POLICY

CC-7.2a: Study the space needs of the Library as the population grows and diversifies and recommend the most appropriate configuration for services and facilities.

CC-10.6: Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities and services, in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

CC-12: Maximum access to recreation services, facilities and amenities. The City strives to maximize access to all of its services, facilities and amenities.

LT-8.7: Conduct a cost/benefit analysis to determine whether the general community would be well-served during no-school hours by capital improvements to school-owned open space and/or recreational facilities. The cost/benefit analysis should take into account ongoing maintenance costs and responsibilities. When it is determined that the community would be well-served by the capital improvement, the City will consider funding a share of the costs of those improvements proportionate to the City's use.

LT-8.8: Support the acquisition or joint use through agreements with partners of suitable sites to enhance Sunnyvale's open spaces and recreational facilities based on community need and through such strategies as development of easements and right-of-ways for open space use, conversion of sites to open space from developed use of land and landbanking.

ENVIRONMENTAL REVIEW

The actions being considered at this time do not rise to the level of a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (a) because they have no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. While the feasibility study narrows the range of issues under consideration for the Lakewood Branch Library and Learning Center project, neither the study nor the actions proposed in this report commit the City to any definite course of action with respect to the Lakewood Branch. Further, under CEQA guidelines section 15262, feasibility or planning studies for a possible future action that the City Council has not approved, adopted, or funded are exempt from CEQA; accepting the findings of the feasibility study is an action that has no legally binding effect. Appropriate environmental review for the Lakewood Branch Library and Learning Center will be completed as part of project design if, and when, the Council decides to move forward with the project.

DISCUSSION

In July, 2012, the Council held a special joint session with the Board of Library Trustees to study future options for the Library and Civic Center. Staff was directed to explore the construction of a branch library in the area of Lakewood Park and the adjacent Lakewood Elementary School. The

following are a few of the elements that contributed to that decision:

1. Lakewood is the only area in the City where residents must travel more than two miles to access a public library. (Attachment 3)
2. Highway 101 serves as a distinct barrier between this neighborhood and adjacent neighborhoods.
3. Lakewood has the second lowest percentage of library card holders of any city neighborhood.
4. Significant growth in residential units in the Morse/Tasman Industrial area was anticipated.
5. The Lakewood neighborhood has diverse demographics that reflect inequities in income, educational attainment and access to services. Moreover, Lakewood Elementary School is a Title 1 school which means that at least 40% of the student population qualifies for free or reduced lunch.

In the initial 2012 discussion of a branch library, it was anticipated that proceeds from the sale of Raynor Activity Center would be available to fund the project. However, the sale of Raynor Activity Center was delayed due to a lawsuit and funding was not available.

Transitioning to a “Lakewood Branch Library and Learning Center” Concept

In June 2016, the Raynor Activity Center lawsuit was resolved and funding became available for the Branch Library project. In July 2016, staff provided an informational memo to Council (RTC No. 16-0605) with an update on the branch library project and a recommendation to defer the Fair Oaks Park Project to prioritize and align multiple projects scheduled for Lakewood Park. These projects included the Branch Library, the Lakewood Park Renovation and Enhancement Project, the Demolition of Lakewood Pool Project and Renovation of the Lakewood Park Building. In taking this action to consolidate projects, the vision for a stand-alone Branch Library was redefined to become a Lakewood Branch Library and Learning Center that would serve as a primary resource for literacy, learning and wellness activities for the residents of north Sunnyvale.

The assumptions for the original branch library project in 2012 included:

1. A ten to twelve thousand square foot facility; (the building size was increased to seventeen thousand square feet during the FY 16/17 capital project cycle);
2. A level of service equal to 42 hours a week with no services on Friday or Saturday;
3. Limited staff with support from the Main Library on a rotational basis;
4. Construction of a branch library within the existing City-owned park property; and,
5. A single source of funding (proceeds from the sale of Raynor Activity Center).

As staff revisited these assumptions, it wanted to explore additional opportunities to leverage outside resources to expand both the scope and hours of operation for the facility. With this in mind, a discussion with the SSD was initiated. Preliminary conversations with District representatives indicated an interest in a Lakewood Branch Library and Learning Center concept that would replicate the type of joint investment and decision-making process that is part of the City's and School District's successful collaboration at Columbia Middle School whereby the parties jointly contribute to the construction and on-going operation and maintenance of the Columbia Neighborhood Center.

Feasibility Study

To determine how a partnership for a Lakewood Branch Library and Learning Center could be accomplished, City and SSD staff recommended that a feasibility study be conducted. The Council

approved the concept of a feasibility study at its meeting of February 7, 2017. (RTC No. 17-0072)

The desired outcomes of the feasibility study were to:

1. Determine if a partnership was viable by:
 - a. Defining the value and benefit for each partner's constituencies
 - b. Defining the framework for governance and operational model (including the contributions of each partner)
 - c. Confirming that a proposed project site could successfully accommodate the partnership model for a Lakewood Branch Library and Learning Center through evaluation against the following established criteria list:
 - i. Maintains safety and security for the school students, faculty and surrounding community;
 - ii. Provides proximity and pathway connections to Lakewood School for convenient and safe access;
 - iii. Provides adequate additional parking for the new services without impacting existing parking counts;
 - iv. Maintains existing pedestrian access points into the park and school;
 - v. Minimizes impact to existing park infrastructure, program elements and plantings;
 - vi. Provides positive relationship and presence in the neighborhood;
 - vii. Provides easy access to the library for loading/delivery;
 - viii. Provides exterior library program space opportunities;
 - ix. Maintains recreational space for school-based programming
2. Understand conceptual total project costs;
3. Identify remaining decision points that are of mutual interest and require discussion as the project progresses;
4. Gather data to inform subsequent public outreach processes; and
5. Gather data to inform the Lakewood Park Renovation and Enhancement Project scope and budget

It is important to note that the feasibility study was intended to inform the subsequent design and community engagement process of a City capital project, not replace it. Because the nature of a City-only project might vary greatly from a possible joint project, it was determined early on that the City's project would be deferred until the completion of the feasibility study at which time community input would be sought on preferred alternatives of mutual interest to the City and School District.

Findings

In addition to the desired outcomes and answers to key questions identified in Attachment 2 (Responses to Key Questions), the Feasibility Study evaluated the value propositions of partnership and identified the following benefits:

1. **Community benefit** - A jointly-operated facility would enable the District to add capacity for staff training, community meetings and after-hours services for families. Moreover, the feasibility study identified many programs that were currently offered individually by the City or the School District that could be leveraged for efficiencies (literacy programs, after-school activities, parent education programs, cultural activities, inter-generational activities etc.). In this way, there would be greater community benefit associated with a joint facility than a stand-

alone, City-operated facility.

2. **Shared Facilities Costs** - A joint project would allow for shared facilities costs. Much like the operations at the Columbia Neighborhood Center, a joint facility would allow for the priority allocation of space for School District personnel, staff trainings and third-party service providers that would otherwise not be available to the School District.
3. **Shared Operational Costs** - A joint project would allow for shared operational costs whereby the City and District could share in the cost of on-site staff to supervise both the facility and implementation of the partnership agreement. At Columbia Neighborhood Center, this staff also serves as the point of contact for community engagement at the facility and manages after-hour operations of school-site facilities on behalf of the School District.
4. **Land Use** - A joint project allows for additional land use alternatives. By leveraging School District land, a joint project ensures the proximity of the facility to the Elementary School; thereby affording safe access for students and their families.

Philosophy, Approach and Space Programming

The Sunnyvale Public Library is a service-driven organization that operates in a continually evolving and increasingly diverse 21st century environment where critical thinking, collaboration, creativity, cross-cultural understanding and technology help create the fabric of a learning environment.

The proposed Lakewood Branch Library and Learning Center at Lakewood Elementary has been named intentionally as an embodiment of the City's commitment to the development of 21st century skills vital to the development of lifelong learning throughout the Sunnyvale community. It is the concept of critical thinking, collaboration, creativity and cross-cultural understanding that are fundamental to the approach taken in the feasibility study - not just in the discussion of a potential design of the facility but in the nature of the partnership between the school district and the City as the development of 21st century skills is also a priority for the School District.

As noted above, four site options were explored. Each option was evaluated within the context of a space program that would include approximately 21,000 square feet for the following program elements: 1) Lobby/Entrance; 2) Market Place; 3) Checkout Area; 4) Community Collaboration Space (programming, meeting and hoteling space for service providers); 5) Technology Spaces; 6) Children's Area; 7) Teen Area; 8) Adult Area; 9) Language Collection; 10) Staff Area; 11) Non-Assignable Square Footage (26% of Gross) as well as 61 parking spaces. (Attachment 4) It should be noted that the proposed site plan incorporates spaces for both Library and Community Services as well as School District activities. This is different than the original stand-alone project which envisioned only library and community services.

Site Options

Attachment 5 provides visual representations of each of the following four identified site options evaluated by the feasibility study project team:

Option 1 condenses the building footprint, creating a two-story Library and Learning Center. The parking area is contained within the existing pool site area only, minimizing the impact to the existing softball field. While this option minimizes the building footprint and maintains the existing softball field, this option fails to meet the parking standard by 52 spaces.

Option 2 is similar to Option 1 and explores a different building footprint which creates a more public

entry/plaza space at the front of the building. Again, while this option minimizes the building footprint and maintains the existing softball field, this option fails to meet the parking standard by 43 spaces.

Option 3 explores a single-story solution on a larger site area to create ample off-street parking. However, relocation of the existing softball field is required to maintain adequate outdoor field space for school-time activities.

Option 4 like Option 3 explores a larger site area that extends into the existing softball field and a two-story solution to create ample parking and additional useable exterior space. This Option also requires relocation of the existing softball field.

Because Options 1 and 2 could not meet off-site parking requirements, a decision was made that they would not be of mutual interest and cost estimates were not prepared for those options. Options 3 and 4 did meet the parking requirements for the facility and consequently, preliminary cost estimates were prepared. The projected range for Option 3 is \$23 million to \$28 million depending on the type of materials and other decisions made during the design process. The range for Option 4 is \$24 million to \$29 million.

Both Options 3 and 4 allocate space for future growth and/or the contribution of a third partner such as the high school district and/or community college. Options 3 and 4 provide key benefits and value to the community as follows:

1. Adequate parking in both options, minimizing potential for overflow of parking into the adjacent neighborhood
2. Use of school property instead of park property that results in reduced displacement of park elements and preservation of City parkland;
3. Greater exterior programming opportunities to support students, parents and residents of Lakewood Village;
4. Maintains green space at the southern edge of the Lakewood Branch Library and Learning Center and along the Lakewood School site edge; and
5. Ensures access to eastern edge of school campus to facilitate outdoor activities during the school day;

The most significant constraint of both Options 3 and 4 is that this siting would require the relocation of an existing softball field. Both Options 3 and 4 recommend that the question of rebuilding a softball field on adjacent City-owned park land be referred to the larger Lakewood Park Renovation and Enhancement project. For these reasons, those costs are not included within the current project budget.

The School District has agreed in concept to:

- Lease the project site to the City for a period of 50 years with an option of an additional 25 years for a total cost of \$1 over the term of the lease;
- Contribute approximately \$3 million towards the cost of construction of the facility;
- Share in a pro-rata share of ongoing operations, staffing and maintenance of the facility; and
- Make facilities and amenities at Lakewood Elementary School available to the City for use after school hours consistent with the City's current arrangement at the Columbia Neighborhood Center and Columbia Middle School.

In return, the District would receive priority use of approximately 2,384 square feet of partner space at the Lakewood Branch Library and Learning Center (program room, program room storage, hoteling space, etc.).

During the feasibility study process, the Fremont Union High School District (FUHSD) indicated an interest in becoming a partner in the project. While a meeting was held with FUHSD and the inclusion of FUHSD in terms of programming makes sense; to date, FUHSD is still studying the feasibility of a financial contribution. Because of this interest and in consideration of the unique opportunity for expansion of services to residents in north Sunnyvale that the Lakewood Branch Library and Learning Center represents, both Options 3 and 4 have footprints that would allow for the inclusion of an additional partner or future use by the City or School District.

Parking

Depending on the partnership scenario, parking requirements for the Lakewood Branch Library and Learning Center range from 54 to 61, based on City metrics for parking. Through discussions with the District, the desire and intent of any proposed solution would be utilize a shared parking model that maintains off-street parking to support parking needs for both the School as well as the Lakewood Branch Library and Learning Center.

Conclusion & Next Steps

Through the Feasibility Study Process, it has been determined that partnership is viable. The partnership to create a Lakewood Branch Library and Learning Center will provide increased value to the community as follows:

- Brings service delivery goals between Lakewood School and the City together to provide a greater community benefit than if the City were to build an independent facility.
- Allows for shared facilities costs.
- Allows for shared ongoing operational costs.
- Allows for different land use strategies by leveraging the school district's land.

FISCAL IMPACT

The current budget for the project includes funding in the amount of \$20,915,000. With the anticipated contribution from the School District, the amount of funding available would increase to \$23,915,000 for construction of the project. Depending on the final site option selection, construction materials and design decisions, there may be a need for additional funding. Utilizing the highest cost scenario of Option 4 of \$29 million dollars, the expected funding gap is approximately \$5 million. In addition, the current budget does not contain sufficient funding for ongoing operating costs of a joint use facility. The budget includes approximately \$300,000 annually for operating, with an additional \$200,000 to be re-directed from current library operations. Additional ongoing funding for a joint use facility would need to be identified and funded.

Consequently, the next phase of site option evaluation must include the identification of additional funding sources to fill the expected funding gap. This could include contributions from a third partner (Fremont Union High School District), community benefit funds (yet to be identified) or additional park

dedication fee revenue.

Should the Council wish to utilize these sources of funding, it may be necessary to re-prioritize or defund existing projects which may prove challenging in both the General Fund and Park Dedication Fund.

Staff will present a revised funding strategy for approval with a draft MOU for Council consideration.

PUBLIC CONTACT

Public contact was made through posting of the joint meeting of the Board of Library Trustees and Parks and Recreation Commission agenda on the City's official-notice bulletin board, on the City's website, and the availability of the agenda and report in the Office of the City Clerk.

ALTERNATIVES

Recommend to City Council:

1. Authorize the City Manager to negotiate a formal Memorandum of Understanding with the Sunnyvale School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site
2. Recommend that the City proceed with a stand-alone Lakewood Branch Library and Learning Center project.

RECOMMENDATION

Board of Library Trustee:

Recommend to City Council: Alternative 1: Authorize the City Manager to negotiate a formal Memorandum of Understanding with the Sunnyvale School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site

Parks and Recreation Commission:

Recommend to City Council: Alternative 1: Authorize the City Manager to negotiate a formal Memorandum of Understanding with the Sunnyvale School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site

Prepared by: Cynthia E. Bojorquez, Director, Library and Community Services

Reviewed by: Wayne Tanda, Director, Public Works

Reviewed by: Timothy J. Kirby, Director, Finance

Reviewed by: Teri Silva, Interim Assistant City Manager

Approved by: Kent Steffens, City Manager

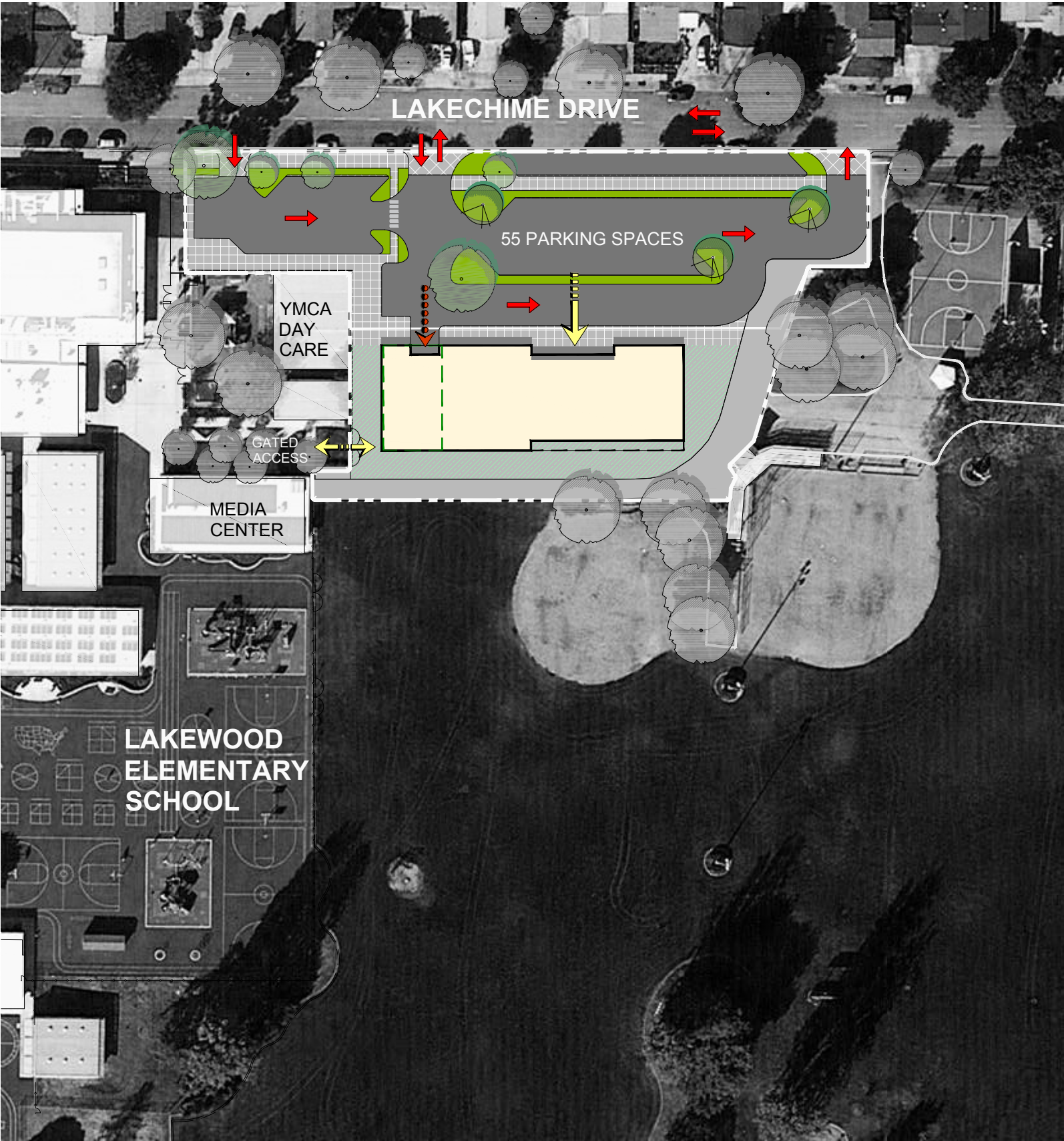
ATTACHMENTS

1. Reserved for Report to Council [Upload a blank page labeled Attachment 1 with the notation: This page intentionally left blank. Reserved for Report to Council.]
2. Responses to Key Questions

- 3. Map of 2-Mile Service Radius to Local Libraries
- 4. Space Program
- 5. Site Options

ATTACHMENT 2

Attachment 2 Feasibility Report is available for download at
<https://aba.filetransfers.net/downloadPublic/tymqppnsxd0hv12>



Study Scenario 1

2 stories (single partner)

Floor 1 : 11,400 SF
Floor 2 : 9,600 SF
Total : 21,000 SF

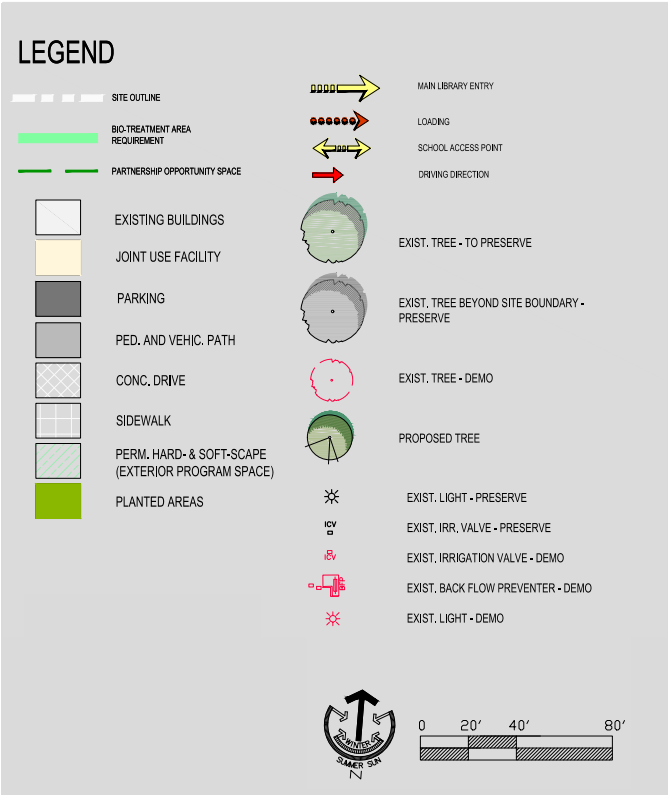
Parking Summary

Existing	52 spaces
Req. for New Building	55 spaces
Provided	55 spaces
Parking Shortfall	52 spaces

Optional 2nd partner:

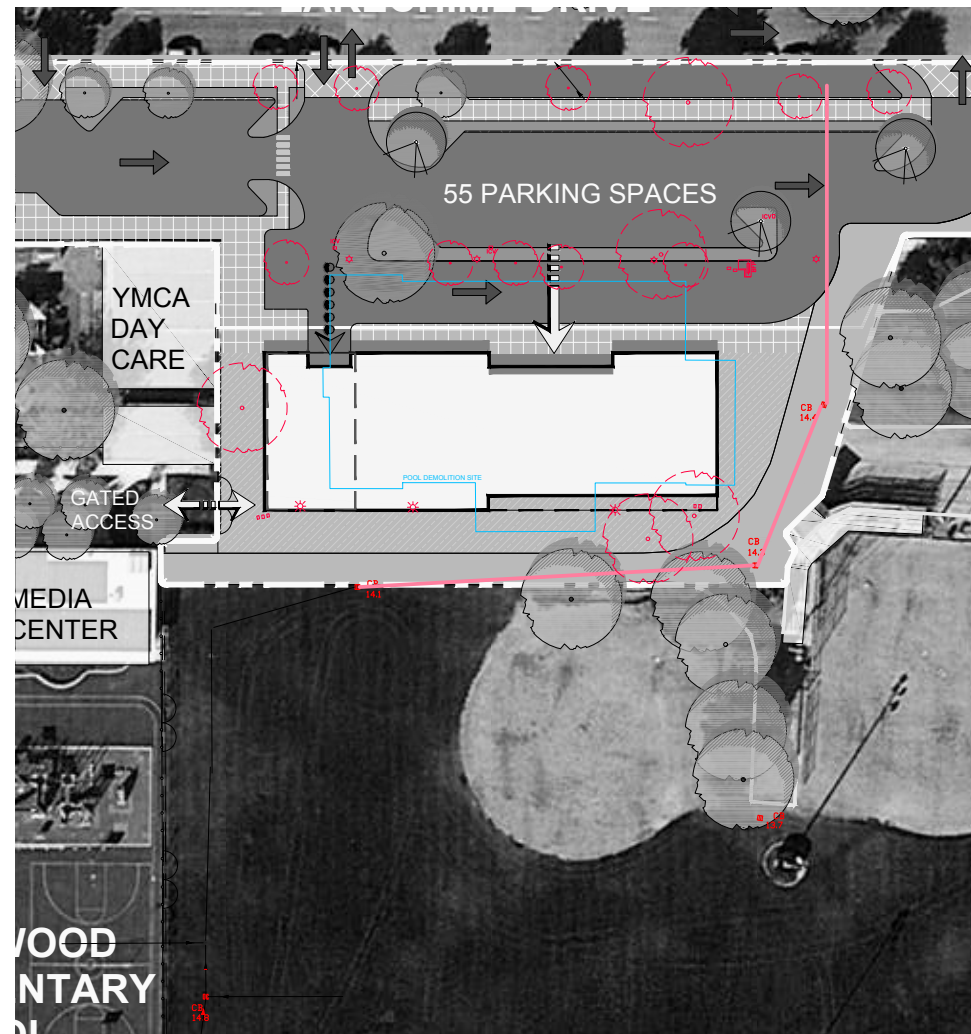
- additional 2,400 sf
- 6 more parking spaces

THESE STUDIES ARE THE RESULTS OF CAREFUL SPATIAL ANALYSIS.
THEY ARE FEASIBILITY SITE PLAN STUDIES, NOT ARCHITECTURAL OR
LANDSCAPE ARCHITECTURAL PLANS.



BIO-RETENTION REQUIREMENTS

PARKING FOOTPRINT	27,670 SQ. FT.
PED & VEHIC PATH	7,346 SQ. FT.
CONC DRIVE	1,524 SQ. FT.
CONC PATH	7,346 SQ. FT.
BLDG FOOTPRINT	11,393 SQ. FT.
TOTAL IMPERVIOUS	55,279 SQ. FT.
BIO RETENTION REQ.	2,211 SQ. FT.



Site Impact



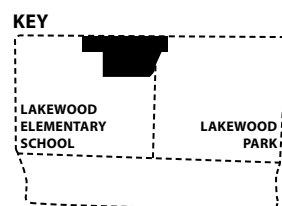
Emergency Vehicle Access



Bio-treatment

1 SCENARIO 1

Site Study Scenario #1 condenses the building footprint, creating a two-story Library and Learning Center. The parking area is contained within the existing pool site area only, minimizing impact to the existing softball field.



OPPORTUNITIES AND CONSTRAINTS

- / Maintains location of existing softball field
- / Requires 69,700 sf (including public sidewalk and sidewalk planting) of site area, of which, 60,900 sf* is the existing pool and parking lot and sidewalk,
- / Underparked by 52 spaces
- / Requires a two story solution to minimize footprint and maintain existing softball field
- / Building location more proximate/visible to Lakechime Dr.
- / Provides a narrow building footprint allowing for strong

natural daylighting opportunities, but slightly more challenging interior spatial adjacencies
Provides opportunity for drop-off or plaza that ties into existing park circulation and for back entry to connect to media center plaza.



Study Scenario 2

2 stories (single partner)

Floor 1 : 11,400 SF
Floor 2 : 9,600 SF
Total : 21,000 SF

Parking Summary

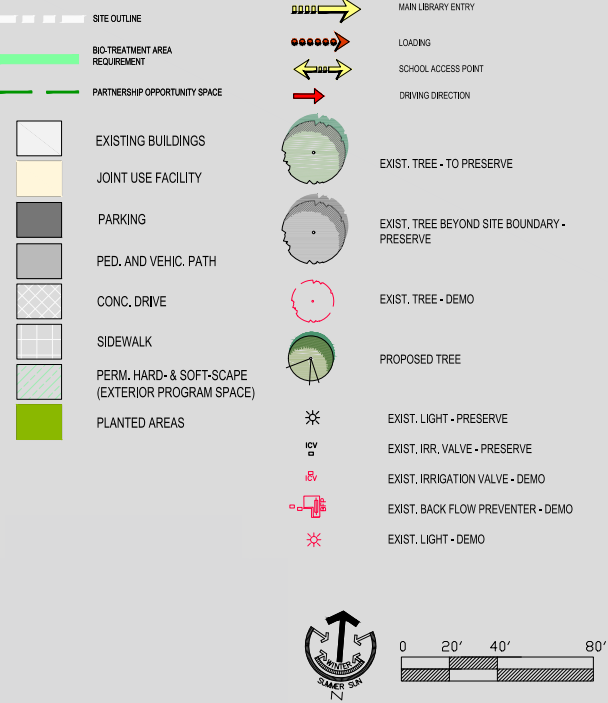
Existing	52 spaces
Req. for New Building	55 spaces
Provided	64 spaces
Parking Shortfall	43 spaces

Optional 2nd partner:

- additional 2,400 sf
- 6 more parking spaces

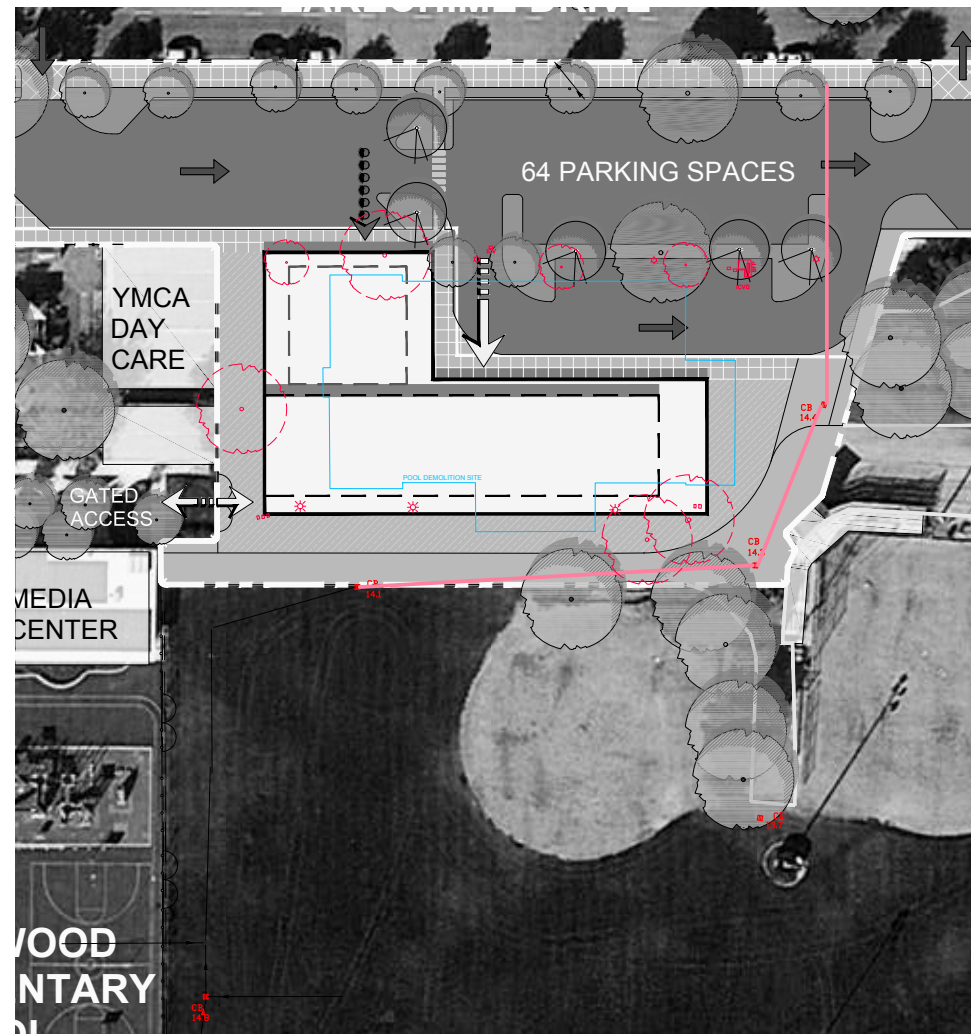
THESE STUDIES ARE THE RESULTS OF CAREFUL SPATIAL ANALYSIS.
THEY ARE FEASIBILITY SITE PLAN STUDIES, NOT ARCHITECTURAL OR
LANDSCAPE ARCHITECTURAL PLANS.

LEGEND



BIO-RETENTION REQUIREMENTS

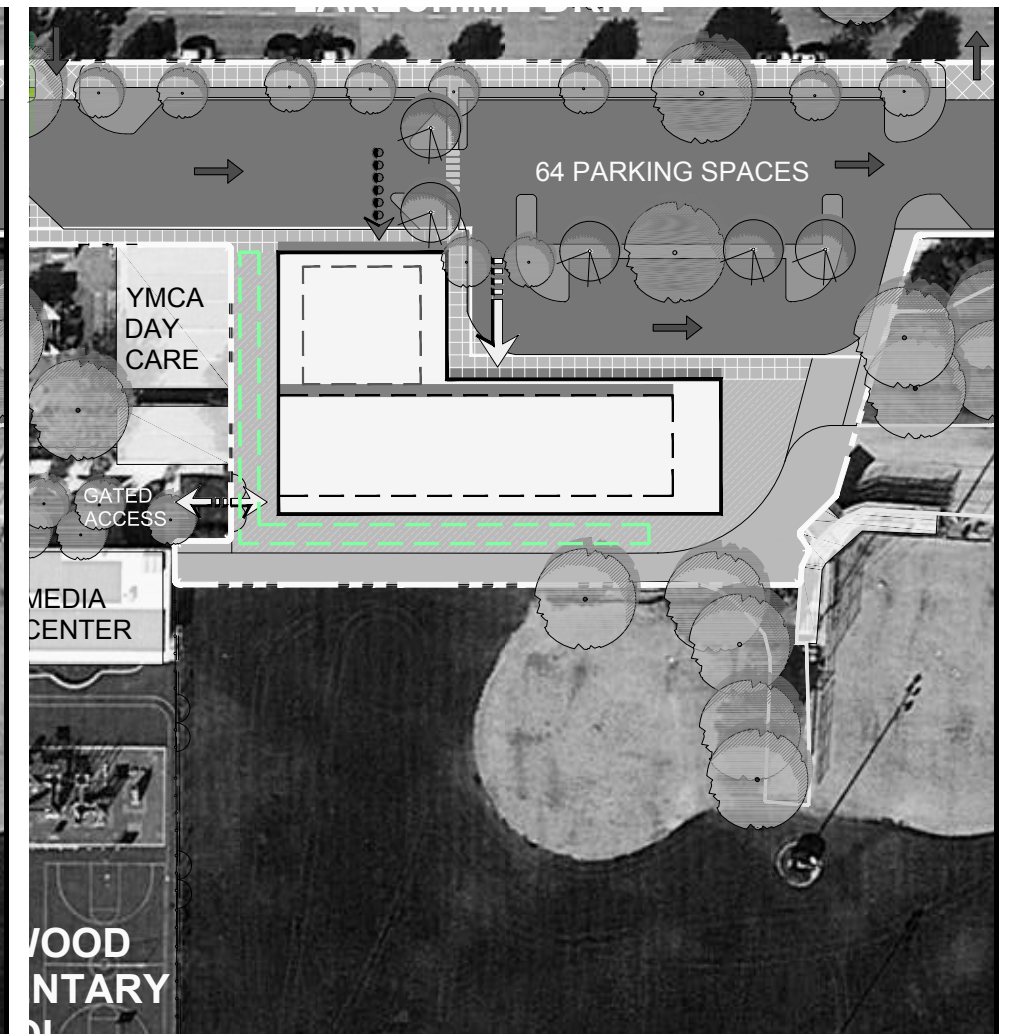
PARKING FOOTPRINT	27,618 SQ. FT.
PED & VEHIC PATH	5,582 SQ. FT.
CONC DRIVE	1,139 SQ. FT.
CONC PATH	8,420 SQ. FT.
BLDG FOOTPRINT	14,063 SQ. FT.
TOTAL IMPERVIOUS	56,821 SQ. FT.
BIO RETENTION REQ.	2,273 SQ. FT.



Site Impact



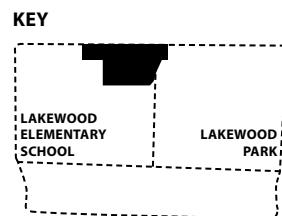
Emergency Vehicle Access



Bio-treatment

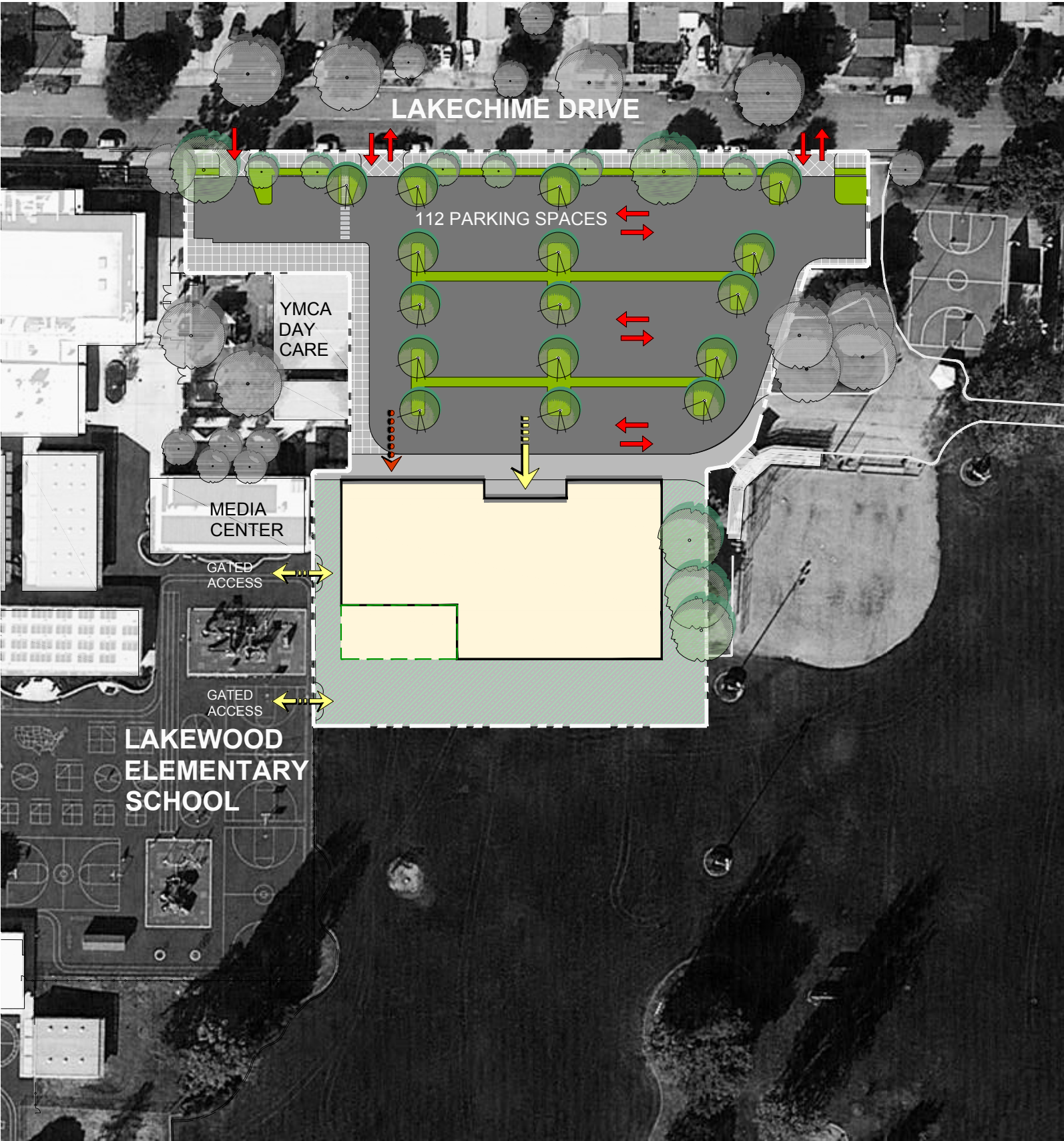
2 SCENARIO 2

Site Study Scenario #2 is similar to Option #1 and explores a different building footprint which creates more public entry/plaza space at the front of building.



OPPORTUNITIES AND CONSTRAINTS

- / Maintains location of existing softball field
- / Requires 69,700 sf (including public sidewalk and sidewalk planting) of site area, of which, 60,900 sf is the existing pool and parking lot and sidewalk
- / Underparked by 43 spaces
- / Requires a two story solution to minimize footprint and maintain existing softball field
- / Building location more proximate/visible to Lakechime Dr.
- / Provides a narrow building footprint allowing for strong natural daylighting opportunities, with somewhat challenging interior adjacencies but more variations in adjacency and access due to L-shape.
- / Provides opportunity for drop-off or plaza that ties into existing park circulation and for back entry to connect to media center plaza.



Study Scenario 3

1 story (single partner)

Floor 1 : 19,200 SF
Total : 19,200 SF*

* Single story study results in less gross square footage since vertical circulation is not required.

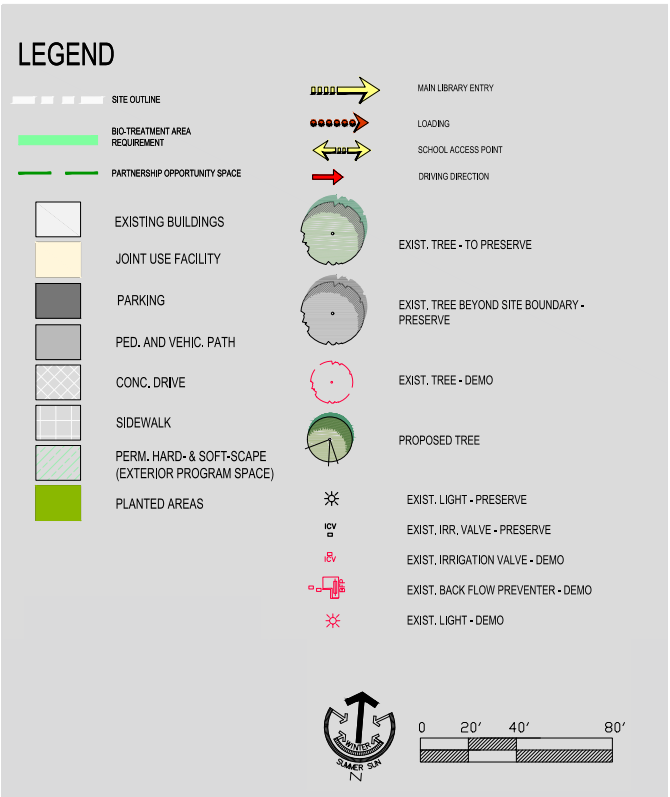
Parking Summary

Existing	52 spaces
Req. for New Building	55 spaces
Provided	112 spaces
Parking Overage	5 spaces

Optional 2nd partner:

- additional 2,400 sf
- 6 more parking spaces

THESE STUDIES ARE THE RESULTS OF CAREFUL SPATIAL ANALYSIS. THEY ARE FEASIBILITY SITE PLAN STUDIES, NOT ARCHITECTURAL OR LANDSCAPE ARCHITECTURAL PLANS.



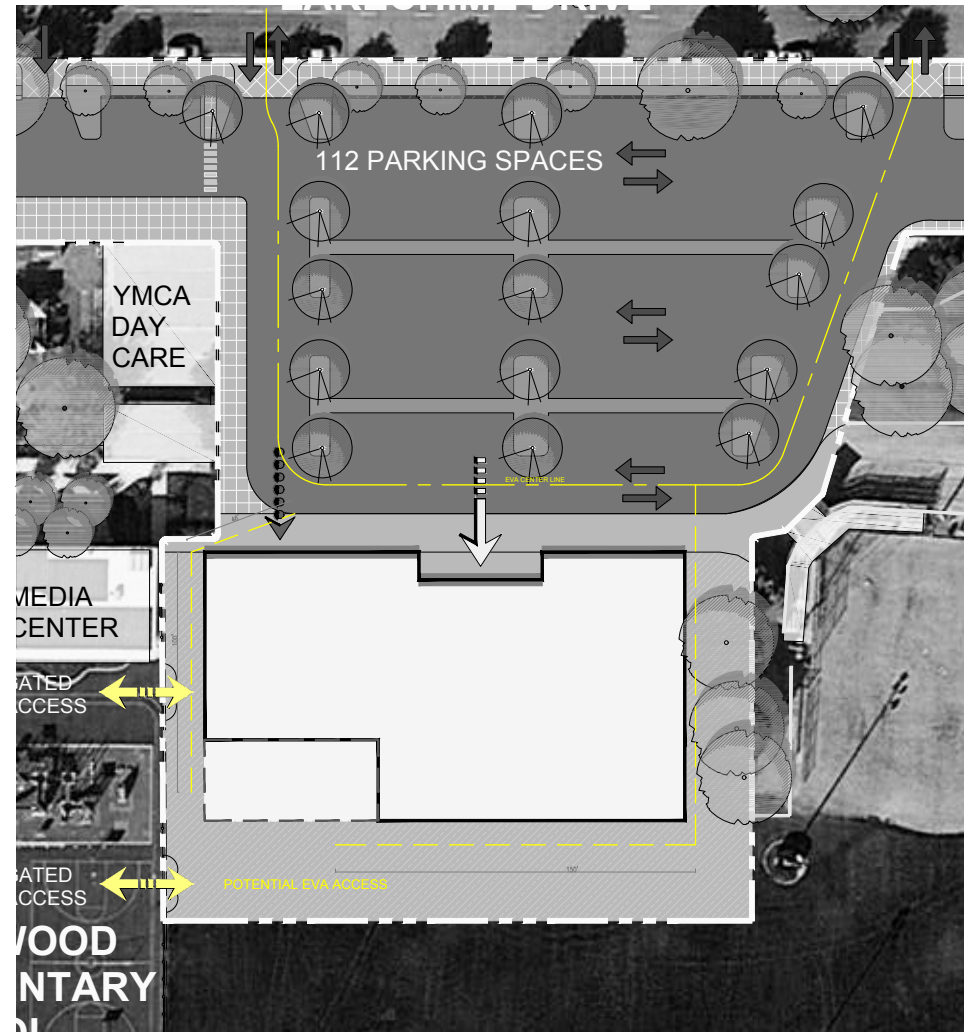
BIO-RETENTION REQUIREMENTS

PARKING FOOTPRINT	44,327 SQ. FT.
PED & VEHIC PATH	4,904 SQ. FT.
CONC DRIVE	1,654 SQ. FT.
CONC PATH	8,394 SQ. FT.
BLDG FOOTPRINT	21,807 SQ. FT.
TOTAL IMPERVIOUS	81,087 SQ. FT.
BIO RETENTION REQ.	3,243 SQ. FT.

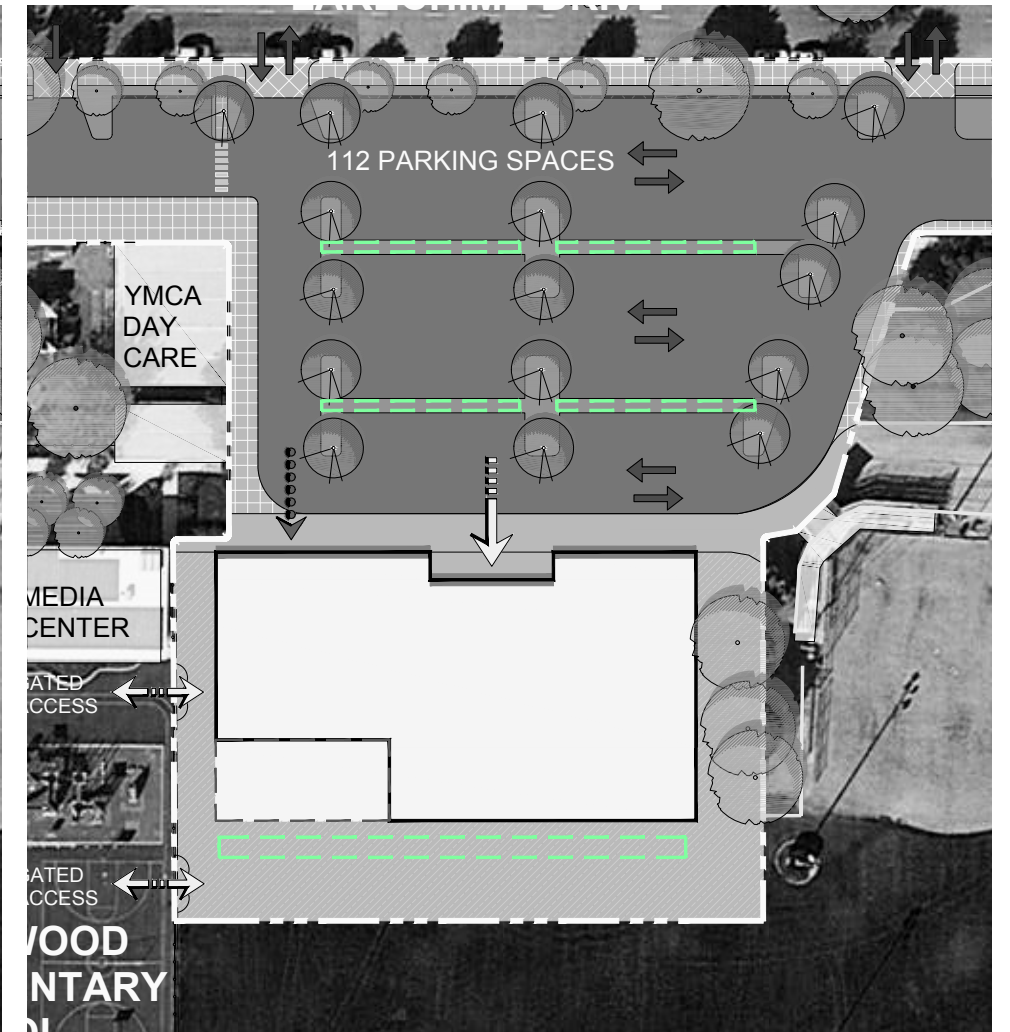
* POTENTIAL RELOCATION OF EXISTING SOFTBALL FIELD TO BE STUDIED IN PARK MASTER PLAN PROCESS



Site Impact



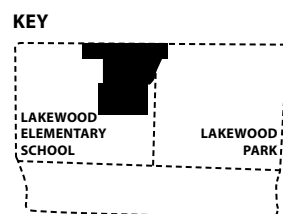
Emergency Vehicle Access



Bio-treatment

3 SCENARIO 3

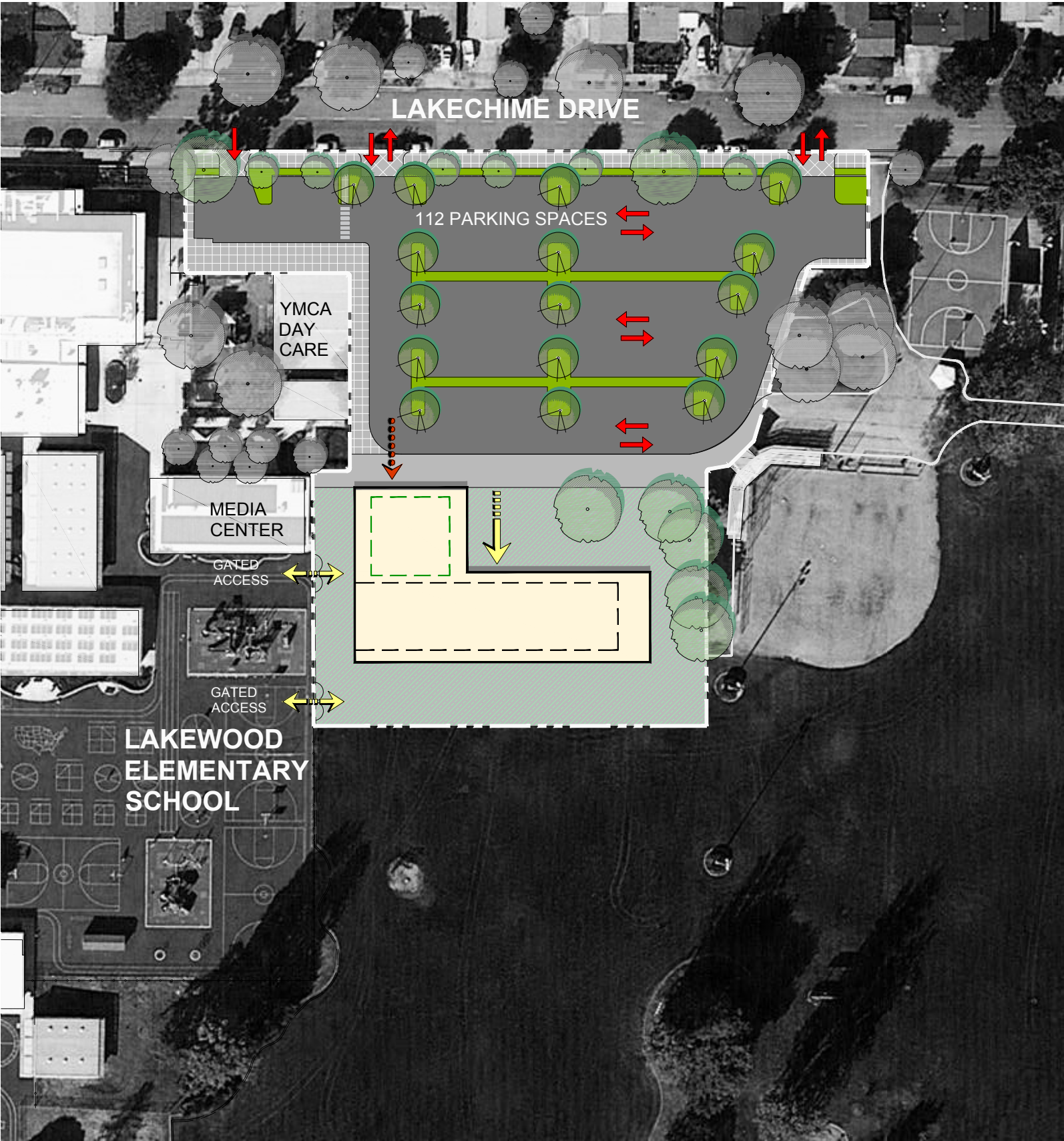
Site Study Scenario #3 explores a single-story solution on a larger site area to create ample parking.



OPPORTUNITIES AND CONSTRAINTS

- / Requires relocation of the existing softball field
- / Requires 103,900 sf (including public sidewalk and sidewalk planting) of site area, of which 39,050 sf is existing field area
- / Meets parking requirements
- / Provides a single story solution saving initial costs in ver-

- tical circulation and possible operational costs in staff oversight
- / Building location is less proximate/visible to Lakechime Dr.
- / Single story offers great flexibility in agencies.
- / Provides opportunity to connect to school playground and possibly connected Emergency Vehicle Access.



Study Scenario 4

2 stories (single partner)

Floor 1 : 14,100 SF
Floor 2 : 6,900 SF
Total : 21,000 SF

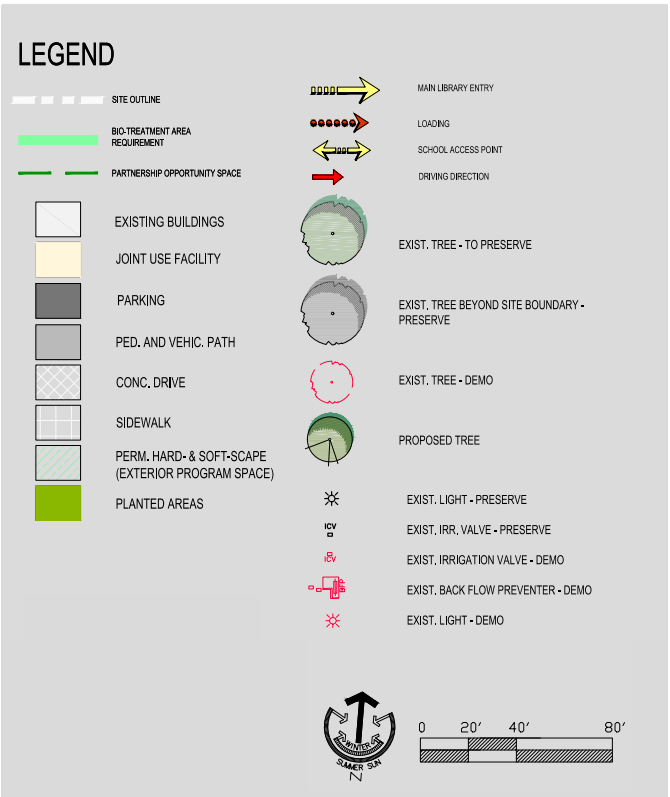
Parking Summary

Existing 52 spaces
Req. for New Building 55 spaces
Provided 112 spaces
Parking Overage 5 spaces

Optional 2nd partner:

- additional 2,400 sf
- 6 more parking spaces

THESE STUDIES ARE THE RESULTS OF CAREFUL SPATIAL ANALYSIS.
THEY ARE FEASIBILITY SITE PLAN STUDIES, NOT ARCHITECTURAL OR
LANDSCAPE ARCHITECTURAL PLANS.



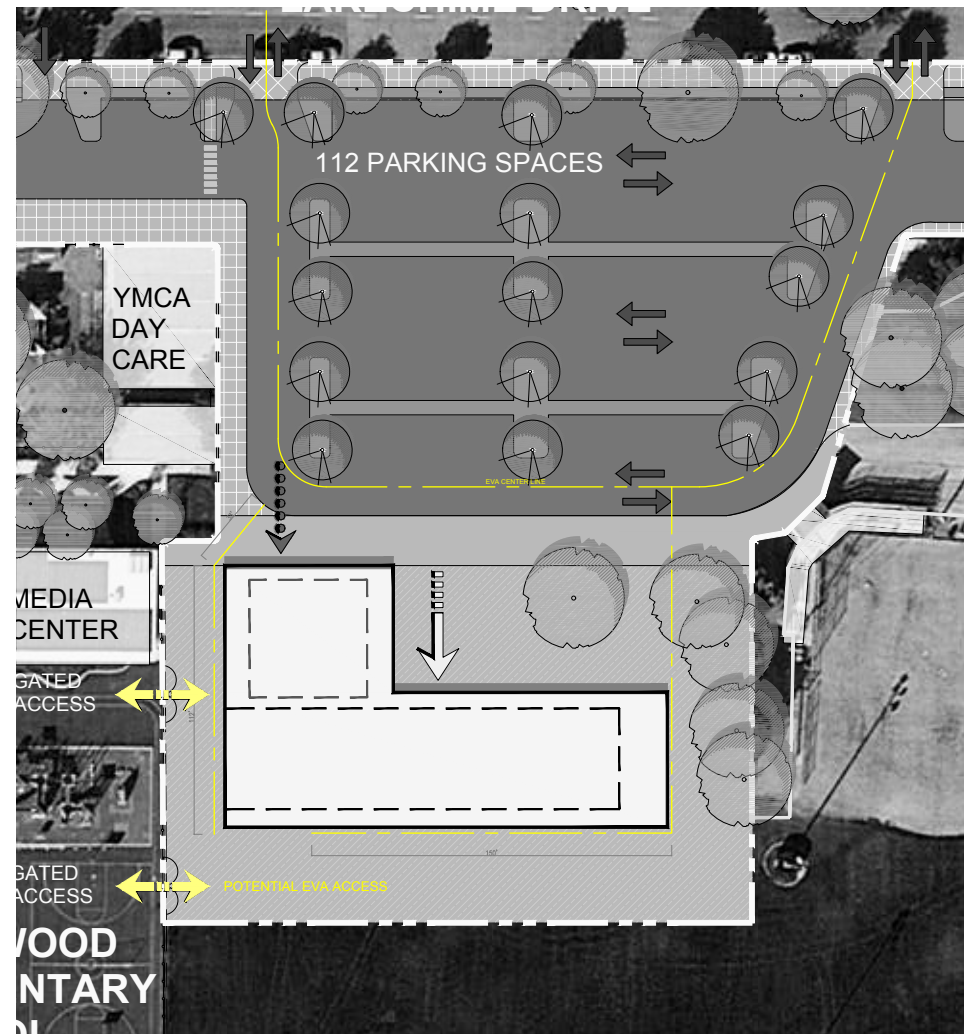
BIO-RETENTION REQUIREMENTS

PARKING FOOTPRINT	44,327 SQ. FT.
PED & VEHIC PATH	5,439 SQ. FT.
CONC DRIVE	1,654 SQ. FT.
CONC PATH	8,394 SQ. FT.
BLDG FOOTPRINT	14,063 SQ. FT.
TOTAL IMPERVIOUS	73,878 SQ. FT.
BIO RETENTION REQ.	2,955 SQ. FT.

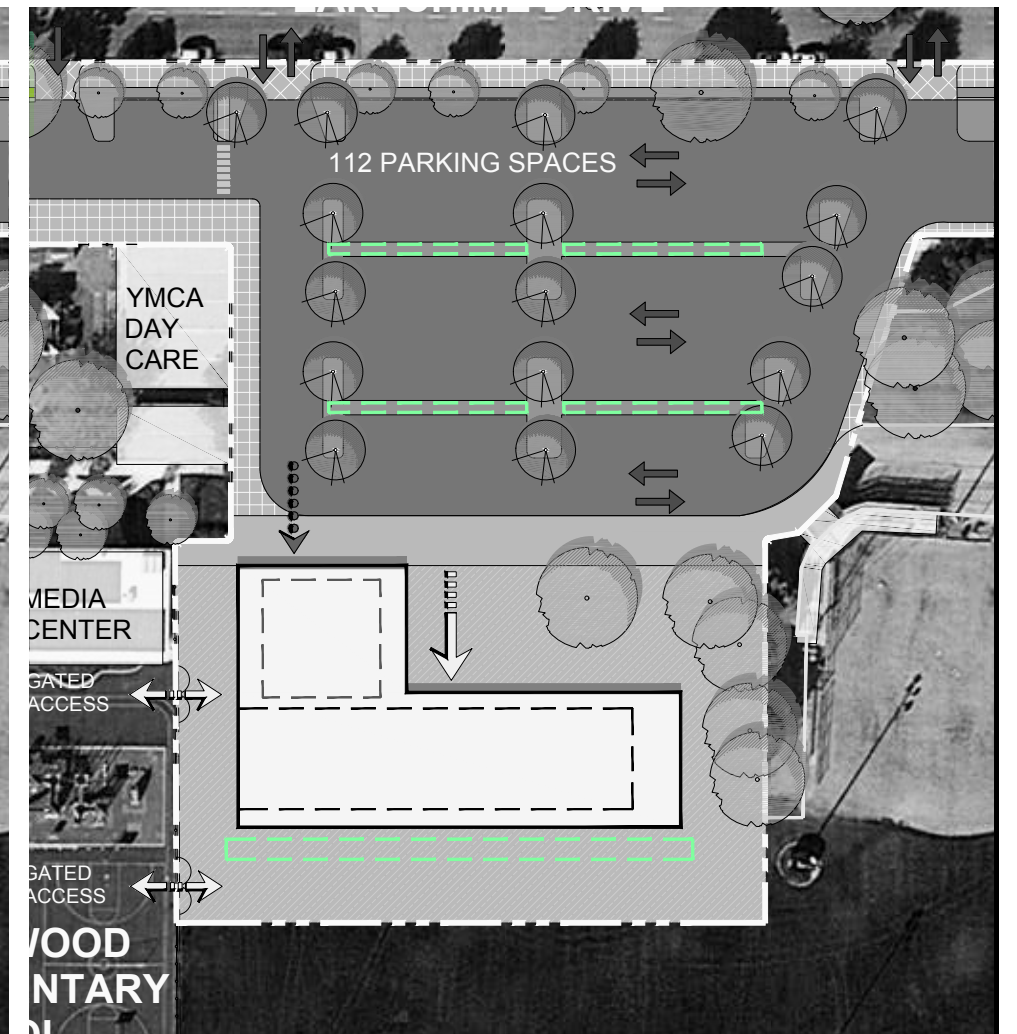
* POTENTIAL RELOCATION OF EXISTING SOFTBALL
FIELD TO BE STUDIED IN PARK MASTER PLAN
PROCESS



Site Impact



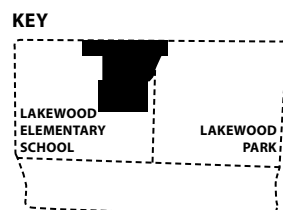
Emergency Vehicle Access



Bio-treatment

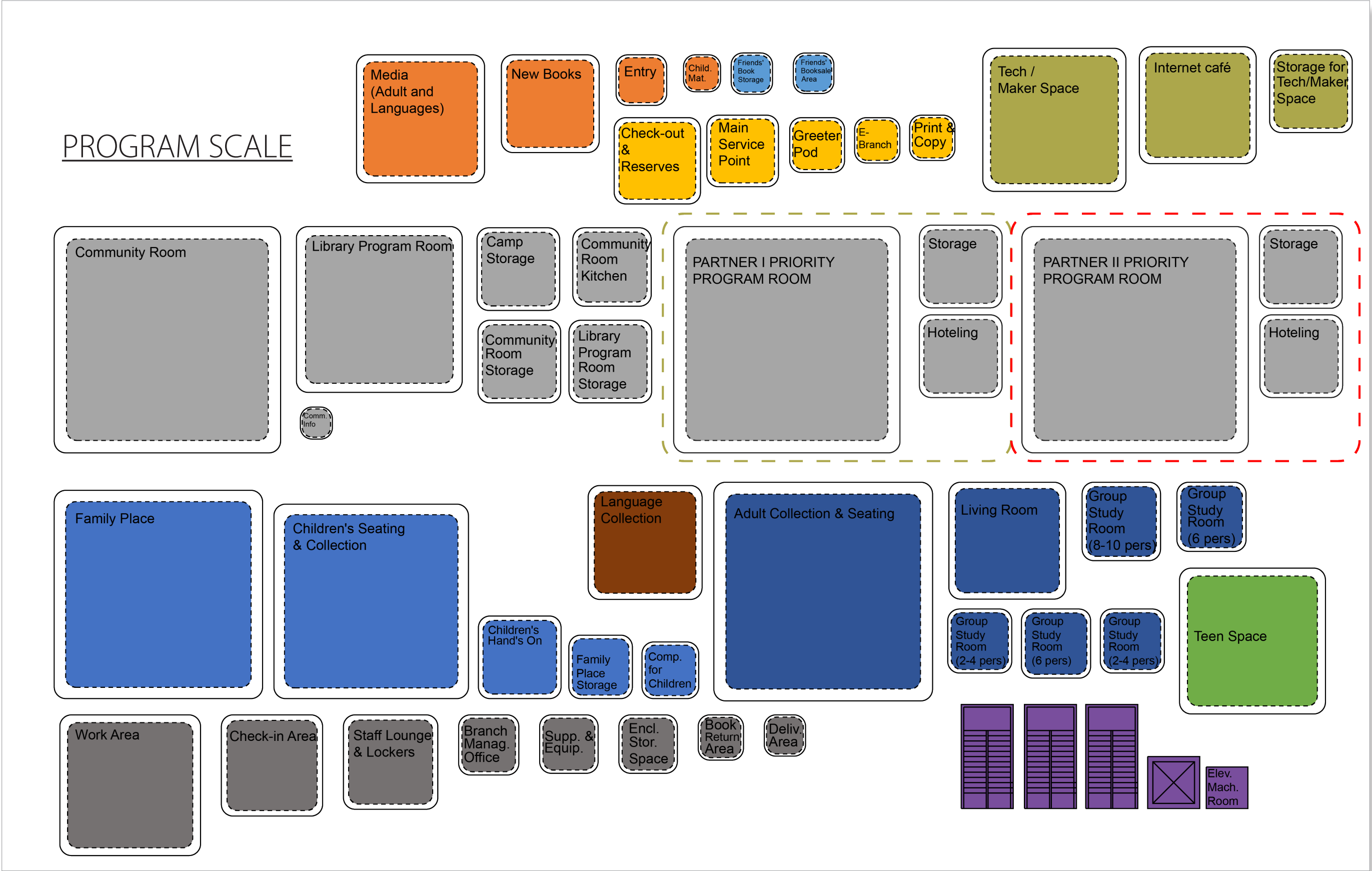
4 SCENARIO 4

Site Study Scenario #4, like Scenario #3, explores a larger site area that extends into the existing softball field and a two-story solution to create ample parking and additional useable exterior space.



OPPORTUNITIES AND CONSTRAINTS

- / Requires relocation of the existing softball field
- / Requires 103,900 sf (including public sidewalk and sidewalk planting) of site area, of which 39,050 sf is existing field area
- / Meets parking requirements
- / Provides a two story solution with more exterior open space for outside library activities and programming
- / Building location is less proximate/visible to Lakechime Dr.
- / Provides a narrow building footprint allowing for strong natural daylighting opportunities, with somewhat challenging interior adjacencies but more variations in adjacency and access due to L-shape.
- / Provides opportunity to connect to school playground and possibly connected Emergency Vehicle Access.



- 1 [17-0992](#) Authorize the City Manager to Negotiate a Formal Memorandum of Understanding with the Sunnyvale School District for a Joint Use Lakewood Branch Library and Learning Center on the Lakewood Elementary School Site

Director Bojorquez announced that Fremont Union High School District (FUHSD) notified City staff of their potential interest in becoming a third partner in the Lakewood Branch Library Project and introduced Graham Clark from FUHSD who reiterated the District's interest. Director Bojorquez provided a presentation on the Branch Library and Learning Center Project and Feasibility Study Findings. Director Bojorquez stated that the purpose of the feasibility study was to identify the terms and conditions of a potential partnership with Sunnyvale School District (SSD) including contributions of the parties, space and program needs, governance issues, the identification of site options and preliminary cost estimates. A total of four sites were identified. Director Bojorquez provided an overview of the two site options that were identified as mutually-acceptable, viable site options.

Board Members and Commissioners asked:

- 1) Would filtering of content be implemented due to partnership with school(s)?
- 2) Which hiring process would be used and would personnel be City staff or School staff?
- 3) How much open space will be lost with the site options identified?
- 4) Will the project include research in creating a green building?
- 5) What guarantee does the City have that SSD and FUHSD will provide the programs and/or services needed for the community?
- 6) Does the City have plans for where to relocate the softball/baseball field?
- 7) How will the operating cost be handled?

Director Bojorquez noted:

- 1) The policies and procedures currently utilized at the Main Library would be practiced at the Branch with respect to filtering of content.
- 2) The Branch Library is a City project; therefore, personnel would be City staff and hiring procedures would be administered by the City.
- 3) It is estimated that approximately 39,000 square feet of open space on School-District property would be impacted. However, this would be less impact than if the project were built on the original City-owned property in Lakewood Park and could be mitigated through the Lakewood Park Renovation Enhancement Project.
- 4) Director Bojorquez clarified that the feasibility study was focused on the viability

of a partnership and that design issues such as green building elements would be addressed later in the design process of the project. Director Bojorquez also state that the City is committed to green building sustainability and assured the Commissioners that the issues of green buildings would be addressed.

5) Director Bojorquez indicated that the MOU will outline the type of services to be provided in the facility and that by using the Columbia Neighborhood Center governance model there will be ongoing opportunities to make adjustments to ensure programs are responsive to community need.

6) As part of the Lakewood Park Renovation Enhancement Project, staff could study and identify potential sites for the softball/baseball field.

7) The MOU will include both a funding strategy to support the construction of a preferred site option as well as a budget that will address on-going operation and maintenance costs.

Director Bojorquez provided an overview of the project outline and next steps. Council will consider this item at their March 6, 2018 meeting.

Chair Kenton expressed concern of Park Dedication Fund monies being used for the Branch Library Project. Director Bojorquez indicated that any use of Park Dedication Fund (PDF) monies would be in alignment with PDF policies and only expended for eligible uses such as landscaping.

Chair Kenton opened the public hearing, and there being no public testimonies, closed the public hearing.

Board Member Fong moved, and Vice Chair Bremond seconded, to amend Alternative 1 to include a formal agreement with Fremont Union High School District in addition to Sunnyvale School District. The motion carried by the following vote:

Yes: 3 - Vice Chair Bremond
Board Member Fong
Board Member Isaak

No: 0

Absent: 2 - Chair Lai
Board Member Hwang

Board Member Isaak moved, and Board Member Fong seconded, to recommend to Council Alternative 1: Authorize the City Manager to negotiate a formal Memorandum of Understanding with the Sunnyvale School District and Fremont Union High School District for a Joint Use Branch Library and Learning Center project. The motion carried by the following vote:

Yes: 3 - Vice Chair Bremond
Board Member Fong
Board Member Isaak

No: 0

Absent: 2 - Chair Lai
Board Member Hwang

Commissioner McCune moved, and Vice Chair Alexander III seconded, to amend Alternative 1 to include a formal agreement with Fremont Union High School District in addition to Sunnyvale School District. The motion carried by the following vote:

Yes: 4 - Chair Kenton
Vice Chair Alexander III
Commissioner Gabashvili
Commissioner McCune

No: 1 - Commissioner Pasqua

Commissioner Pasqua spoke towards his vote. He expressed concern that FUHSD did not have a track record in serving the needs of low income residents in North Sunnyvale.

Commissioner Gabashvili moved, and Commissioner McCune seconded, to recommend to Council Alternative 1: Authorize the City Manager to negotiate a formal Memorandum of Understanding with the Sunnyvale School District and Fremont Union High School District for a Joint Use Branch Library and Learning Center project. The motion carried by the following vote:

Yes: 3 - Chair Kenton
Commissioner Gabashvili
Commissioner McCune

No: 2 - Vice Chair Alexander III
Commissioner Pasqua

Commissioner Pasqua reiterated his concern about FUHSD's ability to serve residents of North Sunnyvale.

Vice Chair Alexander spoke towards his vote. He expressed concern regarding park space and lack of consideration towards a green building.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

None.

-Staff Comments

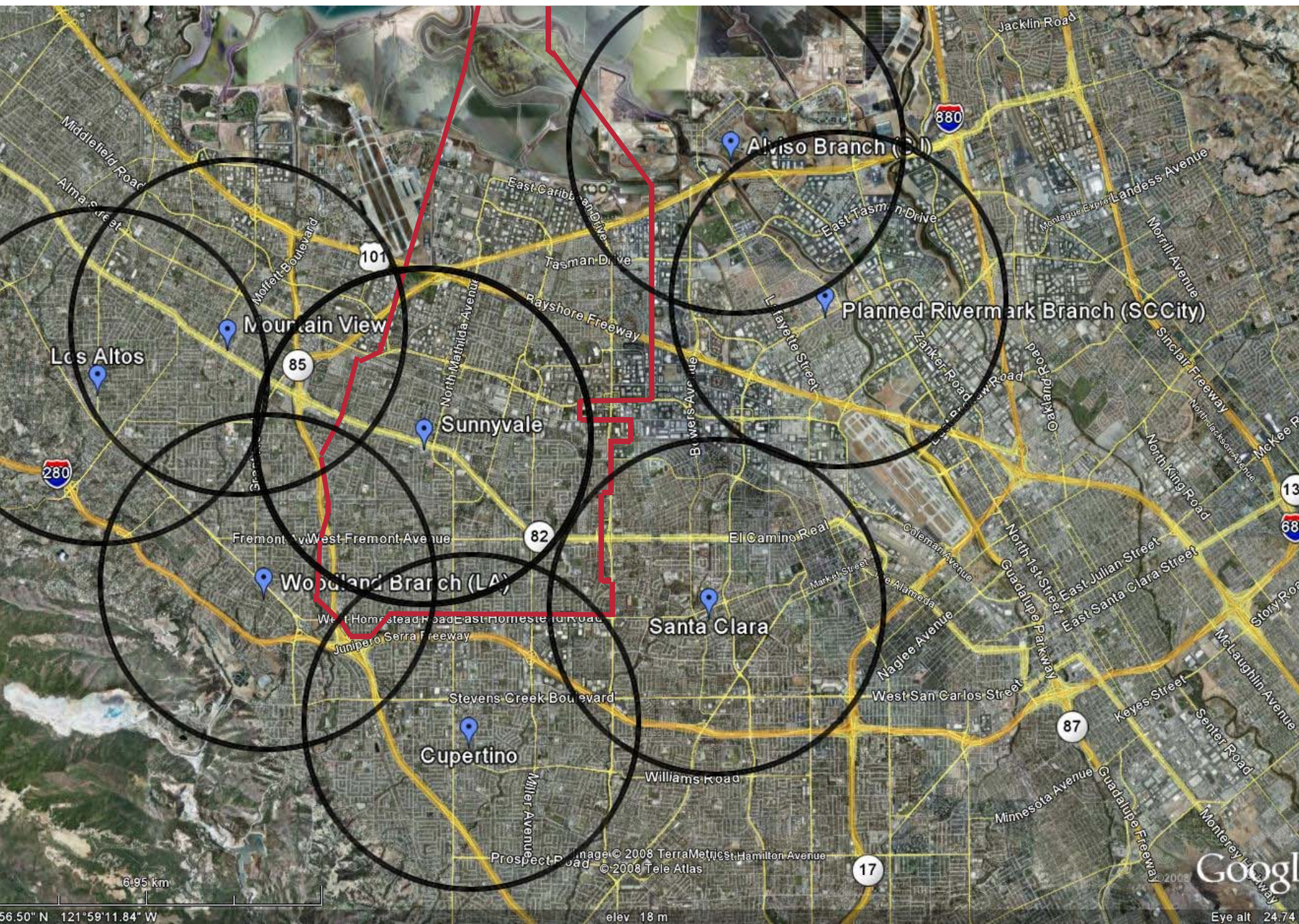
None.

INFORMATION ONLY ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 8:21 p.m.



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What If...

What if a third partner enters?

What if City/School District needs to expand in the future?

Could the site accommodate those needs?

If so, what type of space might be needed and how do we factor that into the total project cost?

Program Comparison

PROPOSED PROGRAM		BASE 17,000 SF	1 PARTNER FL 1 FL2		2 PARTNERS FL 1 FL2	
A	LIBRARY ENTRANCE / LOBBY	98	98	0	98	0
B	MARKET PLACE	875	875	0	875	0
E	CHECKOUT AREA	576	576	0	576	0
C	COMMUNITY COLLABORATION	3,115	5,007	0	6,899	0
	Community Room	✓	✓		✓	
	Community Room Storage	✓	✓		✓	
	Library Program Room	✓	✓		✓	
	Library Program Room Storage	✓	✓		✓	
	Community Room Kitchen	✓	✓		✓	
	Camp Storage	✓	✓		✓	
	Community Info	✓	✓		✓	
	Partner 1 Program Room		✓		✓	
	Partner 1 Program Room Storage		✓		✓	
	Partner 1 Hoteling (four 48 sf open office spaces)		✓		✓	
	Partner 1 Office/Small Conference Room (10x10)				✓	
	Partner 2 Program Room				✓	
	Partner 2 Program Room Storage				✓	
	Partner 2 Hoteling (four 48 sf open office spaces)				✓	
D	TECHNOLOGY SPACES	1,200	0	1,200	0	1,200
F	CHILDREN'S AREA	2,791	2,791	0	2,791	0
G	TEEN AREA	623	0	623	0	623
H	ADULT AREA	2,240	0	2,240	0	2,240
I	LANGUAGES	380	0	380	0	380
J	STAFF AREA	1,557	1,557	0	1,557	0
	NET ASSIGNABLE SQUARE FOOTAGE	13,455	FL 1 10,904	FL2 4,443	FL 1 12,796	FL2 4,443
	Subtotal	17,000	FL 1 13,795	FL2 5,621	FL 1 16,193	FL2 5,623
	Vertical Circulation	0	824	760	824	760
	Gross Square Footage:	0	FL 1 14,619	FL2 6,381	FL 1 17,017	FL2 6,383
			TOTAL 21,000		TOTAL 23,400	
P	PARKING	44	55		61	
	Parking Space Factor					



City of Sunnyvale

Agenda Item

18-0234

Agenda Date: 3/6/2018

REPORT TO COUNCIL

SUBJECT

Direct the Office of the City Attorney to Research and Return to City Council with an Ordinance Restricting the Purchase of Semi-Automatic Centerfire Rifles by Persons under 21, with Exemptions for Active-Duty Military and Law Enforcement Personnel

EXISTING POLICY

General Plan Goal SN-3: Ensure a safe and secure environment for people and property in the community by providing effective public safety response and prevention and education services.

General Plan Police SN-3.2: Control conduct recognized as threatening to life and property.

ENVIRONMENTAL REVIEW

The action being considered does not require review under the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that it may have an impact on the environment. (CEQA Guidelines Section 15061(b)(3))

DISCUSSION

Semi-automatic centerfire rifles, such as the AR-15, are a popular type of sporting rifle that can be legally used for hunting and target shooting. Unlike military rifles, semi-automatic rifles do not have a fully automatic or "burst" mode. That is, the rifle can only fire one round per trigger pull. Nevertheless, AR-15 style rifles can be fired rapidly and have large magazines that are easy to swap out, potentially releasing over a hundred rounds within a few minutes. These types of rifles have been used in a number of recent mass-shooting incidents including Parkland, Florida; Las Vegas; San Bernardino; Newtown, Connecticut; and Aurora, Colorado. The incident at Stoneman Douglas High School in Parkland, Florida, which killed 17 people, was perpetrated by a 19-year-old former student who had legally purchased the AR-15 style rifle used in the attack.

The recent shooting at Stoneman Douglas High School has called attention to the differing legal treatment of handguns and long guns (rifles and shotguns). Both state and federal law prohibit sale or transfer of firearms to minors under age 18, with certain exceptions. Persons under 21 are also restricted from purchasing handguns. However, adults over 18 are generally allowed to obtain long guns, including powerful AR-15 style rifles, unless they have a prior felony conviction, involuntary mental health commitment, or other disqualifying event in their background. Raising the age limit for purchase of semi-automatic centerfire rifles may potentially help prevent or reduce the number of casualties in future mass shooting incidents.

Summary of Firearms Age Restrictions

	FEDERAL LAW (18 U.S.C. §922)			CALIFORNIA LAW (Penal Code §§27505, 29610-29615)	
	Sale/Transfer by FFLs*	Sale/Transfer by non-FFLs	Possession	Sale/ Transfer	Possession
Handguns	21	18	18**	21	18**
Long Guns	18	--	--	18	--

*FFL = federally licensed firearms dealer.

**With exceptions for certain activities such as farming, ranching, hunting, or target practice with parental permission or consent.

Article XI, Section 7 of the California Constitution provides that “[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. Under this constitutional provision, the City’s police power is as broad of the state Legislature’s power, and the City may act to protect the welfare of its residents. The City’s police power includes the power to regulate firearms (Galvan v. Superior Court of City & County. of San Francisco, (1969) 70 Cal. 2d 851.), unless the ordinance conflicts with state law. The California Legislature has expressly preempted certain areas of gun regulation. Local agencies may adopt an ordinance with more restrictive regulations if those regulations have not been expressly or implicitly preempted by state law. If directed by City Council, the City Attorney will research the City’s ability to impose greater age restrictions on the purchase of semi-automatic centerfire rifle by persons under the age of 21, and if such an ordinance is not preempted by state law, return with an appropriate ordinance. The proposed ordinance will contain exemptions for active-duty military and law enforcement personnel. Though law enforcement personnel was not specifically included in the Mayor’s statement, as the minimum age for appointment as a peace officer is 18, it is recommended that such an exemption be included in the proposed Ordinance. If the City Attorney determines that such an ordinance is preempted by state law, then he will return with options available to the City Council in light of that determination.

FISCAL IMPACT

The fiscal impact associated with the necessary research to draft the proposed ordinance will depend upon many factors. City Attorney staff time will be absorbed into the current City Attorney’s budget. If the need for outside consultants or outside counsel arises, then if these costs cannot be absorbed into the current City Attorney’s budget, then staff will return to City Council to request approval of the necessary budget modification to fund these expenses.

PUBLIC CONTACT

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

ALTERNATIVES

1. Direct the Office of the City Attorney to Research and Return to City Council with a

- Recommendations for Restricting the Purchase of Semi-Automatic Centerfire Rifles by Persons under 21, with Exemptions for Active-Duty Military and Law Enforcement Personnel.
2. Do Not Direct the Office of the City Attorney to Research and Return to City Council with a Recommendations for Restricting the Purchase of Semi-Automatic Centerfire Rifles by Persons under 21, with Exemptions for Active-Duty Military and Law Enforcement Personnel.

STAFF RECOMMENDATION

Staff makes no recommendation.

Prepared by: John A. Nagel, City Attorney



City of Sunnyvale

Agenda Item

18-0101

Agenda Date: 3/6/2018

REPORT TO COUNCIL

SUBJECT

Approve the 2017 Annual Progress Report on Implementation of the General Plan Housing Element

BACKGROUND

California Government Code Section 65400 ("Section 65400") requires cities and counties to submit an Annual Progress Report (APR) to the State by April 1 of each year. APRs must be submitted to two State agencies: the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The APRs describe each jurisdiction's progress in implementing the housing elements of their General Plans. Until 2018, charter cities such as Sunnyvale were not required to comply with the APR reporting requirements. However, Sunnyvale submitted APRs voluntarily in prior years to qualify for State grants, such as the Housing Related Parks (HRP) program. The City received two HRP grants in recent years, amounting to a total of more than \$2 million in grant funds. These grants were used to make capital improvements to Fair Oaks Park.

Two new laws which took effect on January 1, 2018 (SB 35 and AB 879) now require all jurisdictions, including charter cities, to submit an APR every year, beginning with the 2017 APRs, due by April 1, 2018. These laws also expanded the types of data that must be reported in the APRs. However, HCD will not have new reporting forms available in time for the 2017 APR deadline. HCD has instructed jurisdictions to use the current reporting form for 2017, and plans to update the reporting forms in time for the 2018 APR deadline of April 1, 2019.

The draft 2017 APR (Attachment 1) provides an update on the City's progress in implementing the 2015-2023 Housing Element. The APR describes the City's accomplishments through the end of calendar year 2017 that contribute toward meeting its Regional Housing Needs Allocation (RHNA), as described further in the Discussion section below. Appendix A of the APR is the City of Sunnyvale Housing Successor Agency Annual Report on the Low-Moderate Income Housing Asset Report (LMIHAF) for fiscal year 2016/17, as required by Health and Safety Code Section 34176.1 (f).

EXISTING POLICY

Sunnyvale General Plan

Community Vision, Policy CV-1.2: Provide accurate and thorough information in a timely manner to ensure that community members have an opportunity to respond effectively.

Housing Element, Goal A: Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale's households of all income levels.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California

Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

DISCUSSION

The APR is a tool for tracking and monitoring the City's progress in meeting local housing needs and compliance with State housing element law. There are three components to the APR:

- 1) a quantitative report on housing unit permitting;
- 2) a narrative update on implementation of housing objectives (Table C); and
- 3) the annual Housing Successor Agency Report on Low and Moderate Income Housing Funds.

These components are described further below and provided in Attachment 1.

Part 1 of the APR shows the number of housing units for which the City issued building permits in calendar year 2017, in total and by State-defined affordability levels. These affordability levels range from extremely low through above-moderate income. Most of the tables reflect permits issued for new dwelling units, while Table A2 provides the number of affordable housing units rehabilitated, acquired and/or preserved, only if such projects were included as objectives in the Housing Element.

Part 2 of the APR (Table C) provides an update on the City's progress toward achieving the housing objectives listed in the Implementation Plan of the Housing Element. A summary of those objectives is provided in Table 48 of the Housing Element (pages 123-128), available on the City's website.

Part 3 of the report (Appendix A) is required by California Health and Safety Code Section 34176.1 for a city that has assumed the housing function of a former redevelopment agency ("housing successor agency") and responsible for the administering housing set-aside funds, now known as Low-Moderate Income Housing Funds or LMIHAF. The City is the housing successor agency for the former Redevelopment Agency of the City of Sunnyvale. Appendix A provides data on the Sunnyvale Housing Successor Agency's activities and finances in fiscal year 2016/17.

FISCAL IMPACT

Approval and submittal of the APR is required by State law, and may assist the City in qualifying for future State grant opportunities. Otherwise, as the report is primarily for informational purposes, this action does not have any fiscal impact.

PUBLIC CONTACT

Section 65400 requires Council to consider the APR "at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments" (on the City's reported progress in implementing its Housing Element). In addition, email notifications were sent to interested parties and housing advocacy organizations.

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

ALTERNATIVES

1. Approve the 2017 Annual Progress Report (Attachment 1) on implementation of the Housing

- Element and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.
2. Approve the 2017 Annual Progress Report on implementation of the Housing Element with modifications, and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

STAFF RECOMMENDATION

Alternative 1: Approve the 2017 Annual Progress Report (Attachment 1 of the report) on implementation of the Housing Element and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

Staff recommends Alternative 1 in order to maintain the City's compliance with State law (i.e., Health and Safety Code section 34176.1 and Government Code section 65400). All local jurisdictions, including charter cities, are now required to submit the APR to the Governor's Office of Planning and Research and the California Department of Housing and Community Development by April 1 of each year.

Prepared by: Shila Behzadiaria, Assistant Planner
Reviewed by: Suzanne Isé, Housing Officer
Reviewed by: Trudi Ryan, Director, Community Development
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENT

1. Draft 2017 Annual Progress Report

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Sunnyvale
Reporting Period 1/1/2017 - 12/31/2017

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	
Edwina Benner Plaza	5+	R	46	19	1		66	66	LTF, HOME, 9% TCAC	Regulatory Agreement	1 (Mgr's Unit)
Prunelle Ct	SF	O				4	4	4	NA	NA	0
Maria Ln	5+	O				5	5	5	NA	NA	0
Madison Tr	SF	O				7	7	7	NA	NA	0
Classics @ Lawrence St.	5+	O			4	30	34	34	NA	Inc	0
The Vale	5+	O			18	212	230	230	NA	Inc	0
Sandalwood	5+	O		1	10	78	89	89	NA	Inc	0
Taylor Place	5+	O			2	18	20	20	NA	Inc	0
Found8tions	5+	O			1	5	6	6	NA	Inc	0
(9) Total of Moderate and Above Moderate from Table A3 ▶▶			4	22	26	26					
(10) Total by income Table A/A3 ▶▶			46	20	40	381	487	487			
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Sunnyvale
Reporting Period 1/1/2017 - 12/31/2017

Table A2**Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity		20	27	47	Crescent Terrace, 130 Crescent Ave, Sunnyvale: Rehabilitation of existing 48-unit affordable rental property, funded with CDBG, HOME in 2016. See Table C for details.
(2) Preservation of Units At-Risk		42	153	195	Life's Garden, 450 Old San Francisco Rd., Sunnyvale. Substantial rehabilitation and preservation of 150 at-risk units in 209-unit property. Property's affordability restrictions were due to expire in 2017 if not preserved. See Table C for details.
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	62	180	242	

* Note: This field is voluntary

Table A3

Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. Units 5+	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	0	0	0	4	0	4	4
No. of Units Permitted for Above Moderate	22	0	0	0	0	22	22

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Sunnyvale
Reporting Period 1/1/2017 - 12/31/2017

* Note: This field is voluntary

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.													
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1,640	43	0	46							89	1,551
	Non-deed restricted		0	0	0								
Low	Deed Restricted	906	0	1	20							21	885
	Non-deed restricted		0	0	0								
Moderate	Deed Restricted	932	18	25	35							78	847
	Non-deed restricted		0	2	5							7	
Above Moderate		1,974	796	224	381							1,401	573
Total RHNA by COG. Enter allocation number:		5,452											3,856
Total Units ► ► ►			857	252	487							1,596	
Remaining Need for RHNA Period ► ► ► ► ►													

City of Sunnyvale 2017 APR
Table C Program Implementation Status

Housing Programs Progress Report (Government Code Section 65583): Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

Program Description <i>(By Housing Element Program Name)</i>	Objective	Timeframe in H.E.	Status of Program Implementation <i>Data for calendar year 2017 unless otherwise noted.</i>
BMR Housing Program	Continue to implement BMR Home Ownership Program. Review and refine BMR program guidelines and codes periodically as needed to accommodate changing market conditions and improve overall program effectiveness.	Ongoing: 2015-2023	Ongoing program. In 2017, 27 BMR homes were sold (escrow closed), including 22 new and 5 resale BMR homes.
First Time Home Buyer Program	Continue to implement FTHB Program; aim to assist 5-10 homebuyers per year, or as demand warrants.	Ongoing: 2015-2023	Ongoing program. In 2017, the City provided FTHB loans to 6 BMR home buyers. The remaining 21 BMR buyers did not need a FTHB loan.
Affordable Housing Development Assistance	Provide financial and regulatory assistance for new affordable housing development, using available funds.	Ongoing: 2015-2023 (Annual NoFA issuance)	<ul style="list-style-type: none"> In April 2017, the City closed on a \$7.43 million permanent loan to fund construction of 66 new affordable units (Benner Plaza), at 460 Persian Dr., Sunnyvale. Project is under construction. In March 2017, the City signed an Exclusive Negotiating Agreement with a developer regarding an opportunity to lease a City-owned affordable housing site (Block 15) with potential for 75-100 units. City approved new "80/20" project with 22 very low income units, and prepared materials for project's TEFRA hearing (held in Jan 2018).
Density Bonus Provisions	Educate developers about density bonus incentives using outreach materials provided online and/or at the One-Stop Center. Promote use of density bonus in discussions with applicants and share the City's density bonus calculator tool with interested developers.	Ongoing: 2015-2023	Ongoing. Density bonus calculator developed to help developers and staff analyze various options for sites. All density bonus units (Affordable Rental Units or ARUs) completed to date are very low income units. Between 2016 and 2017, 62 ARUs were completed in four projects: Ironworks (14), 481 Mathilda (5), EnCasa (27), and 6Ten Weddell (18).

City of Sunnyvale 2017 APR
Table C Program Implementation Status

Housing Programs Progress Report (Government Code Section 65583): Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

Home Improvement Program	Continue to operate the Home Improvement Program to assist lower-income households with funding for housing rehabilitation and minor improvements. Assist a total of 15-20 households per year, or as demand warrants.	Ongoing: 2015-2023	Ongoing program. In FY 2016/17, 1 home improvement loan and 4 grants were provided (total of 5 units). Another 7 units (6 grants and 1 mobile home loan) were assisted between July 1 and Dec.31, 2017.
Multi-Family Rental Property Rehabilitation	Continue to offer below-market rate financing for rehabilitation of affordable rental units, using funding sources available for this purpose. Provide rehabilitation financing to one or more properties during the planning period.	Ongoing: 2015-2023	<ul style="list-style-type: none"> • Crescent Terrace, a 48-unit affordable senior rental project, was completed (City loan of \$1.15M in HOME and CDBG funds); • Stoney Pine Apartments, a 21-unit special needs project, \$403,000 BIF loan provided, work is in progress; • New \$3.3M loan approved in Nov. 2017 for Phase 2 rehabilitation of Eight Trees Apartments (see below).
Multi-family Rental Property Acquisition and/or Preservation	Assist in acquisition and/or preservation, alone or in combination with rehabilitation assistance, of at least one multi-family rental property during the planning period.	Enter into first funding agreement by 2017; other thereafter as feasible	Eight Trees Apartments, a 24-unit acquisition/rehab/preservation project begun in 2016: \$3.3M loan for Phase 2 project approved in Nov. 2017, escrow closed in Feb. 2018. Rehab work to begin in late 2018.
Neighborhood Preservation Program	Continue to implement the Neighborhood Preservation Program, with affordable housing support from the Housing Division.	Ongoing: 2015-2023	Housing staff provides ongoing support to the Neighborhood Preservation Program as needed.
Preservation of Assisted Rental Housing	Maintain contact with owner of Life's Garden and offer financial and other assistance to maintain the affordability of the at-risk units.	Completed by 2017	Preservation/rehabilitation of Life's Garden was completed in 2017. The City held a "TEFRA" hearing in March 2016 to support the project's application for 4% tax credits, and submitted the Local Reviewing Agency form for the project.

City of Sunnyvale 2017 APR
Table C Program Implementation Status

Housing Programs Progress Report (Government Code Section 65583): Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

Section 8 Rental Assistance	Support the Housing Authority in its efforts to maintain adequate federal funding for Section 8. Refer residents to the Housing Authority for Section 8 and related information. Encourage landlords to participate in the program.	Ongoing: 2015-2023	Ongoing. Staff coordinated with HA on several projects in 2017, including Benner Plaza and other mutual efforts.
Anti-Displacement Provisions	Consider developing an anti-displacement policy applicable to redevelopment or major renovation of larger rental properties. Conduct outreach on the topic with interested stakeholders before developing proposed provisions.	Begin program by 2016	Background research completed in 2016. Outreach process to begin in 2018 as part of 2017 Housing Strategy.
Mobile Home Park Preservation	Continue to implement current mobile home park protections and maintain mobile home park zones. In the event of mobile home park closure, enforce the Mobile Home Park Conversion requirements to provide relocation assistance to park residents.	Ongoing: 2015-2023	Ongoing. The owners of Blue Bonnet MHP submitted a conversion impact report which was approved in early 2017. Park residents received relocation assistance, and several were able to purchase or rent Sunnyvale BMR homes. This park was not subject to City's park preservation policies (zoned for other uses). Other mobile home parks continue to be protected by MHP-exclusive zoning and related city policies.
Foreclosure Prevention	Provide information and referrals about available foreclosure services and related information through City public outreach channels.	Ongoing: 2015-2023	Ongoing. No cases in 2017.
Condominium Conversion Regulations	Continue to provide tenant protections through implementation of the City's condominium conversion regulations.	Ongoing: 2015-2023	Ongoing. No condo conversion applications were received in 2017.

City of Sunnyvale 2017 APR
Table C Program Implementation Status

Housing Programs Progress Report (Government Code Section 65583): Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

Consider Modifications to Development Standards for Accessory Dwelling Units (ADU's)	Conduct outreach, complete analysis of ADU standards and possible modifications, and provide recommendations for public, stakeholder, and Council consideration.	Begin program by 2017	This project was completed in 2017 after significant outreach and hearings. Along with several other minor ADU code amendments, the City further reduced the minimum lot sizes for newly built ADUs from 8,500 SF to 8,000 SF in R-1 and to 6,000 SF in R-0. The minimum remains at 5,000 SF for DSP and R-2 zones. Conversion ADUs are exempt from these minimum lot sizes, consistent with State law. The City also amended its ADU codes several times between late 2016 and early 2018 to comply with recent State legislation.
Retooling the Zoning Code	Complete the Retooling project by providing a final draft of the Zoning Code for Council consideration by the end of 2015.	Complete project by 2016	While several zoning amendments have been made in recent years, and a new Land Use and Transportation Element (LUTE) and several specific plans or plan updates have been adopted, portions of the retooling project remain in progress. Historically high development review workloads since 2015 have prevented staff from completing this project by the original target date.
Residential Sites Inventory	Maintain current inventory of potential residential and mixed use sites; provide to developers with information on incentives.	Ongoing: 2015-2023	Ongoing; sites inventory is in online in the Housing Element; further assistance is available at the One-Stop Permit Center and by phone or email to Planning and Housing staff. Many of the major housing sites included in the inventory have been developed since 2015 or are in the pipeline.
Minimum Densities	Inform developers of policy to develop to at least 75% of General Plan density.	Ongoing: 2015-2023	Ongoing. Planning staff reviews development applications to ensure that proposed projects meet this standard; this information is also highlighted in reports to Planning Commission.

City of Sunnyvale 2017 APR
Table C Program Implementation Status

Housing Programs Progress Report (Government Code Section 65583): Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

Downtown Specific Plan	Encourage provision of affordable housing by requiring BMR units to be provided on-site or within the boundaries of the Specific Plan, and by promoting density bonus incentives.	Ongoing: 2015-2023	Ongoing. Projects in DSP with BMRs and/or ARUs: Completed: Mathilda Villas (3 BMRs), Ironworks (14 ARUs), 481 Mathilda (5 ARUs), 481 Mathilda (5 ARUs); Approved projects in pipeline in 2017: Sunnyvale Town Center (36 BMRs)
Accessory Living Units	Facilitate the development of new accessory living units by making information about how to obtain permits for them available to the public.	Ongoing: 2015-2023	Ongoing. Information is available online and at One-Stop Permit Center and shared via various City channels and meetings.
Housing Policies for Priority Development Areas	Consider developing specific housing policies for designated PDAs in the City through preparation of specific plans or station area plans.	Begin program by 2017	2 PDAs: Lawrence Station Area Plan (LSAP) adopted in 2017 includes housing incentives; El Camino Real Specific Plan (update in process) will include new housing policies.
Fair Housing Program	Contract with qualified fair housing agencies to provide fair housing services to the extent funding is available. Provide fair housing brochures at City facilities and fair housing information on the City's website, with links to HUD fair housing page. Participate in the Santa Clara County Fair Housing Task Force.	Ongoing: 2015-2023	Ongoing. <ul style="list-style-type: none"> City provided CDBG grants to Law Foundation for fair housing services in 2017 Housing staff coordinated two Fair Housing presentations with the Law Foundation in 2017: one in April for tenants and one in May for property managers. Housing staff maintains webpage with current fair housing information and resources; Brochures and posters provided at City and partner agency facilities.
Accessible Housing	Maintain procedures for reasonable accommodations in codes and permitting. Adopt accessibility updates to codes as needed. Provide grants for accessibility improvements for eligible households, and provide CDBG funds for accessibility improvements to pedestrian facilities as needed in residential neighborhoods.	Ongoing: 2015-2023	<ul style="list-style-type: none"> City codes are updated; reasonable accommodation procedures are available to Planning/Building permit applicants. City operates Home Access Grant program. City committed CDBG funding for a sidewalk project which will provide ADA-compliant access along Persian Drive, where no sidewalk currently exists.

City of Sunnyvale 2017 APR
Table C Program Implementation Status

Housing Programs Progress Report (Government Code Section 65583): Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

Programs to Address Homelessness	Provide funding for programs that seek to prevent and end homelessness and provide supportive services, such as the TBRA and WorkFirst Sunnyvale programs. Offer financing for permanent supportive housing and projects that reserve units for homeless applicants.	Ongoing: 2015-2023	City continues to provide significant annual funding for these programs for homeless and at-risk households: <ul style="list-style-type: none"> • WorkFirst Sunnyvale • Tenant-Based Rental Assistance (TBRA) • Homelessness Prevention and Rapid Re-housing (HPRR) • Supportive Human Services Project funded in 2017 (Benner Plaza) includes 13 permanent supportive housing units for homeless clients and 10 vouchered units for at-risk households.
Special Needs Housing Development Assistance	Include priority for special needs units in all City notices of funding availability for new housing construction, rehabilitation, and/or preservation projects. Aim to assist in the development of one new project with some units reserved for special needs tenants. Encourage developers to include advocacy groups in marketing and leasing efforts related to newly available units.	Begin program by 2016	<ul style="list-style-type: none"> • This priority is noted in City Housing RFPs. • Orchard Gardens (pending project) includes 43 units for special needs tenants. • Benner Plaza include 13 units for special needs tenants. • Block 15 project proposal/ENA includes goal of ~25% of units for special needs tenants • City assisted non-profit owner of local group home for special needs tenants in obtaining County CDBG funding for rehabilitation of the home (City funding was available but County had more).
Housing for Large Families and Single-Parent Households	Encourage rental developers to include units with three or more bedrooms, and to provide family-friendly common areas, open space and amenities such as on-site child care. Inform developers of the density bonus incentives for qualifying projects with child care facilities.	Ongoing: 2015-2023	Ongoing. Recent rental developments include a range of unit sizes.
Sustainability and Green Building	Continue the City's comprehensive sustainability and green building programs.	Ongoing: 2015-2023	Ongoing. City offers a 5% density bonus for projects meeting green building standards. City's Green Building program to be updated in 2018.

Appendix A:
City of Sunnyvale Housing Successor Agency
Annual Report on the
Low-Moderate Income Housing Asset Fund (LMIHAF)
FY 2016-17

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f), covering the fiscal year that ended on June 30, 2017. This Report sets forth certain details of the City of Sunnyvale Housing Successor Agency's activities during Fiscal Year 2016-17 (Fiscal Year).

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund, which is a part of the City of Sunnyvale Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2016-17, prepared by Tim Kirby, Finance Director, which includes the Independent Auditor's Report (Audit) prepared by MGO Certified Public Accountants, which Audit is separate from this annual summary Report. This Report conforms with and is organized into sections I through XI, inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

- I. The amount the city, county, or city and county received pursuant to subparagraph (A) of paragraph (3) of subdivision (b) of Section 34191.4.
- II. **Amount Deposited into LMIHAF:** This section provides the amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.
- III. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.
- IV. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- V. **Statutory Value of Assets Owned by Housing Successor:** This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- VI. **Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

City of Sunnyvale Housing Successor Agency

Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF)

FY 2016/17

- VII. **Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VIII. **Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.
- IX. **Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- X. **Income Test:** This section provides the information required by Section 34176.1 (a)(3)(B), or a description of expenditures by income restriction for five year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.
- XI. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report, the ten-year period reviewed is January 1, 2007 through December 31, 2016.
- XII. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

This Report is to be provided annually to the Housing Successor's governing body within six months of the end of each fiscal year, and to the State Department of Housing and Community Development no later than April 1 of the year following the close of the fiscal year. In addition, this Report and the former redevelopment agency's pre-dissolution Implementation Plans are made available to the public on the City's website: Sunnyvale.ca.gov.

I. AMOUNT RECEIVED PURSUANT TO SECTION 34191.4(3)(A)

In FY 16/17, a total of **\$1,149,558** was deposited pursuant to the ROPS.

II. AMOUNT DEPOSITED INTO LMIHAF

In FY 16/17, a total of **\$12,936.78** was deposited into the LMIHAF during the Fiscal Year, consisting of interest income on funds deposited previously.

III. ENDING BALANCE OF LMIHAF

City of Sunnyvale Housing Successor Agency

Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF)

FY 2016/17

At the end of FY 16/17, on June 30, 2017, the balance in the LMIHAF was **\$1,210,919.44**. Some of this amount is encumbered but not yet expended.

IV. DESCRIPTION OF EXPENDITURES FROM LMIHAF

In FY 2016/17 the HSA spent a total of \$196,078.12 from the LMIHAF, including \$193,224.43 on the Homeless Prevention and Rapid Re-housing (HPRR) Program, and \$2,853.69 on HSA administrative expenses. The HPRR Program was implemented through a contract with Sunnyvale Community Services (SCS), a local non-profit agency.

V. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The Housing Successor Agency has no assets according to the above definition. For details, please see the Low and Moderate Income Housing Fund Due Diligence [Review](#) available on the Successor Agency website.

VI. DESCRIPTION OF TRANSFERS

The Housing Successor Agency did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year. The Housing Successor Agency has no assets according to the above definition. For details, please see the Low and Moderate Income Housing Fund Due Diligence [Review](#) available on the Successor Agency website.

VII. PROJECT DESCRIPTIONS

The Housing Successor Agency had no capital projects in FY 16/17, due to insufficient funds to fund a major housing project. However, a new affordable housing project (833600: Block 15 Affordable Housing Site) is included in the FY 2017/18 Projects budget, funded by \$1 million in LMIHAF and the balance in other local Housing funds. The amount of LMIHAF for this project may be increased by the time a formal funding commitment to the project is made, if additional LMIHAF funds are available at that time.

VIII. STATUS OF COMPLIANCE WITH SECTION 33334.16

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, if any the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

City of Sunnyvale Housing Successor Agency

Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF)

FY 2016/17

The Housing Successor does not own any real property.

IX. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

Replacement Housing: The former RDA did not incur any Section 33413(a) replacement housing obligations nor transfer any such obligations to the Housing Successor. Various plans and reports of the former Redevelopment Agency are posted on the Redevelopment Successor Agency Oversight Board's website at Sunnyvale.ca.gov.

Inclusionary/Production Housing: The former RDA did not incur any Section 33413(a) inclusionary/production housing obligations nor transfer any such obligations to the Housing Successor. Various plans and reports of the former Redevelopment Agency are posted on the Redevelopment Successor Agency Oversight Board's website at Sunnyvale.ca.gov.

The Housing Successor has no outstanding or unmet obligations pursuant to Section 33413.

X. EXTREMELY LOW INCOME TEST

Section 34176.1(a)(3)(B) requires that the Housing Successor spend at least 30% of the LMIHAF to assist in development of rental housing affordable to and occupied by extremely low income (ELI) households, which are households with incomes that do not exceed 30% of the AMI. If the Housing Successor fails to comply with this ELI requirement in any five-year reporting period, then it must annually spend at least 50% of the funds remaining in the LMIHAF following that reporting period on rental housing affordable to ELI households, until it demonstrates compliance with the ELI requirement. This information is not required to be reported until 2019 for the 2014 – 2019 period.

The Housing Successor did not assist the development of any affordable rental housing projects due to the relatively low fund balance in FY 2016/17, which is not typically enough to assist a new development project. Once a project is funded, the agency will prioritize ELI housing as required.

XI. SENIOR HOUSING TEST

The senior housing test is based on the percentage of deed-restricted affordable rental units assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years that are restricted to seniors. If the senior units' percentage exceeds 50% of the total number of deed-restricted affordable units assisted during this time period, the Housing Successor cannot spend LMIHAF funds on assisting additional senior rental units until the Housing Successor or City assists, and construction has commenced, on enough all-age deed-restricted rental units to bring the all-age units share up to at least 50% of the total deed-restricted rental units assisted by the Housing Successor during that ten-year period.

The table on the following page provides the results of the Housing Successor's Senior Housing Test for the 10-year period of 2007-2016:

City-Assisted Rental Units, 2007-2016 (Calendar Years)

City of Sunnyvale Housing Successor Agency

Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF)

FY 2016/17

Total Assisted Senior Units	124
Total Assisted Units	327
Senior Housing Percentage	37.9%

Note: "Total assisted units" counts deed-restricted, standard rental dwelling units only; does not count single-family homes assisted with rehabilitation loans or grants, inclusionary housing units that did not receive City subsidies, or City-assisted homeless shelters or transitional housing units, pursuant to guidance of Successor Agency legal counsel.

XII. EXCESS SURPLUS TEST

Excess Surplus is defined in Health and Safety Code Section 34176.1(d) as an unencumbered amount in the LMIHAF account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

The following table displays the Excess Surplus test:

	Preceding Four Fiscal Years				Reporting Year
	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17
Beginning Balance *	\$0	\$0	\$0	\$ 440,070	\$244,503
Add: Deposits	\$0	\$0	\$440,070	\$ 3,316	\$1,162,495
(Less) Expenditures	\$0	\$0	\$0	\$ (198,883)	(\$196,078)
(Less) Net Encumbrances **	\$0	\$0	\$0	\$ -	(\$116,645)
Unencumbered Balance, year end	\$0	\$0	\$440,070	\$ 244,503	\$1,094,275

* Includes funds carried forward for outstanding prior year encumbrances, if any

** Net encumbrances equal total encumbrances at beginning of year minus expenditures on that encumbrance during the fiscal year.

Excess Surplus equals greater of \$1 million or sum of preceding four fiscal years of deposits to the fund:

Deposits to LMIHAF, FYs 2012-2015:

FY 2012/13	\$ -
FY 2013/14	\$ -
FY 2014/15	\$ 440,070
FY 2015/16	\$ 3,316
Total Deposits	\$ 443,386

As shown above, the sum of the past four years deposits is well under \$1 million, so \$1 million is the operable amount for measuring excess surplus for FY 2016/17. As shown in the first table above, at the end of FY 2016/17 the LMIHAF had an unencumbered balance of approximately \$1,094,000, which creates an excess surplus of \$94,275.

Excess Surplus Expenditure Plan

The City budget for FY 2017/18 included an encumbrance of \$1 million in LMIHAF for the affordable housing project located on Charles Street known as the Block 15 project (Project # 833600), as well as an encumbrance of \$250,000 for the City's Homeless

City of Sunnyvale Housing Successor Agency

Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF)

FY 2016/17

Prevention and Rapid Rehousing (HPRR) program, for a total of \$1.25 million in encumbrances as of July 1, 2017. These projects are more than sufficient to expend the \$94,275 in excess surplus funds. In March of 2017, the City entered into an exclusive negotiating agreement with an affordable housing developer for the development of the Block 15 project. While those negotiations have not yet concluded, the City continues to make diligent efforts to plan and ultimately finance this project, with a tentative completion date of 2021. The total City budget for this project is \$10 million, so the City may increase the amount of LMIHAF to be used to fund this project next fiscal year (2018/19), and decrease the amount of other funds (housing mitigation) in order to avoid any excess surplus in future years.



City of Sunnyvale

Agenda Item

18-0145

Agenda Date: 3/6/2018

Tentative Council Meeting Agenda Calendar



City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, March 27, 2018 - City Council

Special Order of the Day

18-0191 SPECIAL ORDER OF THE DAY - Youth Arts Month

18-0211 SPECIAL ORDER OF THE DAY - National Library Week

Public Hearings/General Business

18-0166 Appoint Applicants to City Boards and Commissions

18-0098 Approve a Pension Trust Fund and 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

18-0050 Introduce an Ordinance Designating Lori Avenue and Shirley Avenue as Preferential Parking Zones

18-0139 Approve Study Issue Presentation Dates for Studies Recommended for Study in 2018 and Approve the Recommended Actions as Identified in the Fiscal Impact of this Report

18-0215 Introduce an Ordinance to Amend Several Chapters of Title 5 (Business Licenses and Regulations) and Title 9 (Public Peace, Safety or Welfare) of the Sunnyvale Municipal Code to Authorize the Denial, Suspension or Revocation of a Permit or License Based Upon Violations of Wage and Hour Laws and Adopt Council Policy XX, Wage Theft Prevention Policy (Study Issue)

18-0219 Authorize the City Manager to Execute a Side Letter Agreement between the City of Sunnyvale and the Public Safety Managers Association (Pay Plan Category M) to Clarify Implementation of the Education Incentive Pay and Adopt a Resolution to Amend the City's Schedule of Pay to Implement that Side Letter by Adding Two New Salary Ranges for Pay Plan Category M

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

18-0214 SPECIAL ORDER OF THE DAY - Fair Housing Month

Public Hearings/General Business

18-0021 Agenda items pending- to be scheduled

Tuesday, April 24, 2018 - City Council

Study Session

18-0164 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
El Camino Real Corridor Specific Plan - Presentation of Preliminary
Development Standards/Design Guidelines

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 ONLY (Study Session)
Board and Commission Interviews

Tuesday, May 8, 2018 - City Council

Public Hearings/General Business

18-0184 File #: 2018-7034
Location: 528 and 510 S. Mathilda Ave. (APNs: 209-29-060 and 061)
Zoning: DSP (Block 20)
Proposed Project: Related applications on a 0.72-acre site:
GENERAL PLAN INITIATION: A request to initiate a General Plan
Amendment study to change the development standards for Block 20 of the
Downtown Specific Plan Area to allow the following additional 10,000 square
feet of office space; increase the height limit to allow 55-feet and five stories;
and increase the maximum residential units from 51 to 65 units.
Applicant / Owner: Siliconsage Builders, LLC (applicant and owner)
Environmental Review: The project is exempt from the California
Environmental Quality Act (CEQA) Guidelines Section 15378 (a).

18-0196 File #: 2018-7040
Location: 1050 West Remington Drive (APN: 202-26-007)
Zoning: P-F

Proposed Project: General Plan Amendment Initiation to allow rezoning from Public Facility (P-F) zoning to Medium Density Residential (R-3) zoning district.

Applicant / Owner: Catalyst Development Partners (applicant) / Church of Christ of Sunnyvale (owner)

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

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 Appoint Applicants to City Boards and Commissions

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

Special Order of the Day

18-0013 SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

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

Study Session

18-0009 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Board and Commission Interviews (as necessary)

Public Hearings/General Business

18-0185 2018 2nd Quarterly Consideration of General Plan Amendment Initiation Requests

Tuesday, August 28, 2018 - City Council

Public Hearings/General Business

18-0010 Appoint Applicants to Boards and Commissions

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

18-0186 2018 3rd Quarterly Consideration of General Plan Amendment Initiation
Requests

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

18-0187 2018 4th Quarterly Consideration of General Plan Amendment Initiation
Requests

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

18-0181 Recommend to City Council First Amendment KemperSports Agreement



City of Sunnyvale

Agenda Item

18-0058

Agenda Date: 3/6/2018

Information/Action Items

2018 INFORMATION/ACTION ITEMS COUNCIL DIRECTIONS TO STAFF

Date Assigned	Directive/Action Required	Dept	Due Date	Completed
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	3/27/18	
2/6/18	Review Caribbean Drive Green Street Demonstration Project for additional safety improvements in the area to address bicycle and pedestrian safety. In addition to the area identified in the Report to Council, look at options to expand. Bring back to Council for action within time frame that will not jeopardize grant funds	DPW	May 2018	
2/6/18	At the appropriate time, place Stevens Creek Fish Barrier Project donation opportunity on an agenda for Council action	ESD	Apr 2018	

**2018 NEW STUDY/BUDGET ISSUES
SPONSORED BY COUNCIL**

Date Requested	Study Issue Title	Sponsors	Dept	Approved by City Manager
	No new Council-sponsored Study Issues.			



City of Sunnyvale

Agenda Item

18-0140

Agenda Date: 3/6/2018

Study Session Summary of January 23, 2018 - Presentation by the California High-Speed Rail Authority on the Status and Next Steps on the High-Speed Rail Project

Call to Order:

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

City Councilmembers Present:

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

City Councilmembers Absent:

None

Study Session Summary:

Wayne Tanda, Interim Public Works Director, introduced Ben Tripousis, Northern California Regional Director of the California High Speed Rail (CHSR), as well as Will Gimpel, Regional Project Manager, and Yosef Yip, Northern California Outreach Representative. Mr. Tripousis delivered a presentation and update on the High Speed Rail project including current construction in the Central Valley and environmental review for the San Francisco to San José corridor. Mr. Gimpel then outlined the Blended System concept for operating within the confines of the existing Caltrain corridor between San Francisco to San José. He also outlined two alternatives under consideration for the Brisbane light maintenance facility, mid-Peninsula passing tracks, and Santa Clara to Diridon viaduct. Mr. Tripousis discussed outreach activities and invited Sunnyvale input regarding parts of the community that they have not reached. Finally, he discussed the process of updating the CHSR Business Plan and coordination with the Caltrain Business Plan and 2018 State Rail Plan.

Councilmembers asked about grade separation funding partnerships; outreach to environmental justice (EJ) communities; project cost escalation and completion; building for sea level rise; key milestones for input; potential for a mid-Peninsula station; and HSR travel speeds. Mr. Tripousis responded that CHSR would be willing to discuss grade separation partnerships on a case-by-case basis, and indicated that CHSR would provide four quadrant gates at each crossing as a first step. Sunnyvale was not identified as an EJ community disproportionately affected by the project, so Ben Tripousis requested input to identify communities. He also indicated that mid-Peninsula station is not planned for the current project, but is not precluded sometime in the future.

Public Comment:

One member of the public commended the community outreach undertaken for Sunnyvale's Caltrain Grade Separation project, and hoped to see a continuation of that work to include the community in planning the rail corridor.

Adjournment:

Vice Mayor Larry Klein adjourned the meeting at 6:49 p.m.



City of Sunnyvale

Agenda Item

18-0146

Agenda Date: 3/6/2018

Board/Commission Meeting Minutes



City of Sunnyvale

Meeting Minutes - Draft

Board of Library Trustees

Monday, February 5, 2018

7:00 PM

Library Program Room, Sunnyvale Public
Library, 665 W. Olive Ave., Sunnyvale, CA
94086

CALL TO ORDER

The meeting was called to order at 6:59 p.m.

ROLL CALL

Present: 4 - Vice Chair Daniel Bremond
Board Member Mason Fong
Board Member Tina Hwang
Board Member Mark Isaak
Absent: 1 - Chair Carey Wingyin Lai

Chair Carey Wingyin Lai (excused absence)
Council Liaison Klein (present)

PRESENTATION

[18-0082](#) PRESENTATION - Virtual Reality Project

Director Bojorquez introduced Adult Services Librarian Bryant Bao. Librarian Bao provided a presentation highlighting the Library's Virtual Reality (VR) Experience Project. The project is made possible through a CA State Library Grant that was awarded to the Library in the Summer of 2017. The Library received a VR-enabled computer with pre-loaded educational programs plus Oculus Rift head gear. The Library is offering monthly Virtual Reality Night programs allowing customers to take a tour of the world through Google Earth or explore the Fun House. During the month of February, Virtual Reality Nights are being held on Mondays at 6 p.m.

[18-0113](#) PRESENTATION - White House ConnectED Library Card Challenge

Director Bojorquez introduced Supervising Librarian Sue Kaplan. Ms. Kaplan announced that following a successful pilot with 100% participation at Lakewood Elementary School last year, staff has begun implementing the White House

ConnectED Library Challenge at San Miguel Elementary School. The goal of the White House ConnectED Library Challenge is to have every child enrolled at the school receive a virtual library card and have 24/7 access to the Library's digital resources. Students will be introduced to the Library's eBooks, downloadable audiobooks and digital magazines.

[18-0114](#) PRESENTATION - Working Scholars Program

Director Bojorquez provided a presentation on the Working Scholars Program, an online education platform available through the philanthropic side of Study.com. The program is open to working adults, who either live or work in Sunnyvale, with an opportunity to earn a Bachelors Degree at no cost to the student. A total of ten scholarships are available and are funded by donations from Google, LinkedIn and the Friends of the Sunnyvale Public Library. The first ten individuals to complete the prerequisites that include two courses and a proctored exam will secure their scholarship. The program opened at noon on Monday, January 26 and by the end of the day, 145 individuals had registered for the program. Within twelve hours of opening, three individuals completed the prerequisites and as of Monday, February 5, a total of 22 completed the required prerequisites. The awardees will be paired with a success coach to develop a career plan and begin work on earning their degree.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

[17-1146](#) Approve the Board of Library Trustees and Parks and Recreation Commission Joint Meeting Minutes of January 17, 2018

Director Bojorquez noted administrative typos in the draft Joint Meeting Minutes of January 17, 2018 to correct the spelling of the word "commissioner" and to eliminate a duplicate "yes" vote of Vice Chair Alexander III on the motion to authorize the City Manager to negotiate a formal Memorandum of Understanding with SSD and FUHSD for a joint use Branch Library and Learning Center; Vice Chair Alexander III voted "no" on the motion.

Board Member Isaak moved, and Board Member Fong seconded, approval of the Joint Meeting Minutes of January 17, 2018 as amended. The motion carried by the following vote:

Yes: 4 - Vice Chair Bremond
Board Member Fong
Board Member Hwang
Board Member Isaak

No: 0

Absent: 1 - Chair Lai

Board Member Isaak moved, and Board Member Hwang seconded, approval of consent calendar. The motion carried by the following vote:

Yes: 4 - Vice Chair Bremond
Board Member Fong
Board Member Hwang
Board Member Isaak

No: 0

Absent: 1 - Chair Lai

PUBLIC HEARINGS/GENERAL BUSINESS

None.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

None.

Director Bojorquez informed the Board that the Study/Budget Issues Workshop is scheduled for 8:30 a.m. on Friday, February 16, 2018 in Council Chambers.

NON-AGENDA ITEMS & COMMENTS

-Board Member Comments

Board Member Fong mentioned he attended the Working Scholars launch event. He also shared, based on his past work experience, that the Office of Congressman Ro Khanna supports work force development programs and would most likely be interested in providing a commendation to the Working Scholars.

-Staff Comments

Director Bojorquez informed the Board of the following:

- The Silicon Valley Reads 2018 program is underway and this year's theme is

caring, coping and compassion. The kick-off event was held on Thursday, February 1 at DeAnza College. Free events focused on this year's theme are being held throughout Santa Clara County during the month of February. Author Mark Lukach will appear in person at the Sunnyvale Public Library to talk about his book, "My Lovely Wife in the Psych Ward", on Sunday, February 18 from 3 to 5 p.m.

- The Library has been selected as a beta tester in the Data Equity for Main Street Project. This project is a unique partnership between the CA State Library and the State of Washington's technology agency that looks at ways to increase the use of open data by citizens.

- Free tax assistance will be available at the Library and Columbia Neighborhood Center to help low to moderate income taxpayers with filing their taxes. The Library's annual Intuit program will be held on Thursday, February 8.

- City staff and representatives from Fremont Unified High School District will be meeting on Wednesday, February 8 to discuss a possible partnership for a joint-use Branch Library and Learning Center.

INFORMATION ONLY ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 7:46 p.m.